

- I shall use the ATM Dataset only for research & development
- I shall not share or distribute the ATM Dataset
- I shall duly acknowledge EUROCONTROL as the source of the ATM Dataset
- I am aware of and accept the fact that EUROCONTROL provides the ATM Dataset as-is, without warranties of any kind.

EUROCONTROL ATM R&D Datasets

Terms of Use

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|-------------|---|
| ATM Dataset | means the dataset produced by EUROCONTROL made available for research and development purposes |
| R&D | means experimental or laboratory activities or work conducted to scientifically evaluate and gain knowledge about the ATM Dataset and its possible applications for further research or practical utilization. R&D does not include the right to sell or transfer the ATM Dataset or any product or service derived from it to a third party for any purpose without the prior written permission of EUROCONTROL. |
| YOU | mean you as the licensee of the ATM Dataset |
| EUROCONTROL | means the European Organisation for the Safety of Air Navigation |

ARTICLE 1 - SCOPE

- 1.1. EUROCONTROL hereby grants YOU, who hereby accept, a non-exclusive, restricted, fully paid-up, royalty-free, revocable, non-sublicenseable, and non-transferable right to use the ATM Datasets for an unlimited period in strict accordance with the present terms of use.
- 1.2. The ATM Dataset is described as follows:
 - Details of each commercial flight recorded by EUROCONTROL for four non-consecutive calendar months each year, including aircraft type and operator, and the flight profile both as filed in the flight plan, and as actually flown (to the extent that our records show) (excluding sensitive flights, state flights and military flights).
 - Supporting information on the available route network and airspace structure at the time of these flights.

ARTICLE 2 – YOUR RIGHTS AND OBLIGATIONS

- 2.1. Rights

YOU may use the ATM Datasets in accordance with the present terms of use exclusively for R&D purposes.
- 2.2. Obligations
 - a) In particular YOU shall:
 - (i) supervise and control the use of the ATM Datasets in accordance with the present terms of use;

- (ii) reproduce and include the copyright notice in Article 6 below on and reference EUROCONTROL in any R&D deliverables and/or reports produced by YOU in connection with the use of the ATM Datasets;
 - (iii) only copy the ATM Datasets as strictly necessary for the R&D purposes (such copies shall bear due reference to EUROCONTROL), and
- b) In particular YOU shall not:
- (i) display the ATM Datasets on any public bulletin board, ftp site, worldwide website, chat room or by any other unauthorised means;
 - (ii) use the ATM Datasets for commercial purposes¹;
 - (iii) use the ATM Datasets for any legal or private purposes, such as claiming, either directly or on behalf of third parties, costs for delayed/cancelled flights under applicable law such as Regulation (EC) No 261/2004, since the ATM Datasets are not fit for those purposes, and
 - (iv) sublicense, distribute or otherwise make available the ATM Datasets as such to any third party, should any such third party require access to the ATM Datasets, such third party shall be referred to EUROCONTROL.

ARTICLE 3 – DELIVERY OF THE ATM DATASETS

- 3.1. The delivery of the ATM Datasets shall be made via self-service download from the OneSky on-line portal.
- 3.2. The ATM Datasets are provided free of charge.

ARTICLE 4 – LIMITATION OF LIABILITY

THE ATM DATASETS ARE PROVIDED TO YOU ON A STRICTLY "AS IS" BASIS, WITHOUT ANY WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

ARTICLE 5 - INTELLECTUAL PROPERTY RIGHTS

All copyright, database right, trademarks and other intellectual property rights subsisting in or used in connection with the ATM Datasets are and remain the sole property of EUROCONTROL and/or third parties known to EUROCONTROL.

ARTICLE 6 – PUBLIC COMMUNICATION

All public communication or documentation permitted to be released by YOU under these Terms of Use, shall bear a legend along the following lines:

"This document/R&D product has been created with or contains elements of ATM Datasets made available by EUROCONTROL. ©2020, EUROCONTROL).

¹ Use for commercial purposes means the direct selling and trading of the ATM Datasets as such, or the selling of products that contain data from the ATM Datasets. Use of the ATM Datasets in an R&D project where the project outcome is potentially of a commercial nature is in principle not considered as commercial use, if the final project outcome is not reliant on continued use of the ATM Datasets.

EUROCONTROL does not necessarily support and/or endorse the conclusion of this document/R&D product. EUROCONTROL shall not be liable for any direct, indirect, incidental or consequential damages arising out of or in connection with this document/product and/or underlying the ATM Datasets.”

ARTICLE 7 – CHECKS AND AUDITS

- 7.1. EUROCONTROL may, at any time with reasonable notice arrange for an audit to be carried out to check that any use of the ATM Datasets has been made in compliance with the terms of use either by an outside body of its choice or by EUROCONTROL itself. The cost shall be borne by EUROCONTROL.
- 7.2. In order to carry out such audit, EUROCONTROL and outside bodies nominated by EUROCONTROL shall be given access to the relevant information needed to check that YOU have complied with this Agreement.

ARTICLE 8 - PERSONAL DATA

- 8.1. Personal data is processed and stored for the purposes of the management of access to the ATM Datasets and related services. Personal data will be communicated only to the extent strictly necessary to the departments or third parties involved in the provision of the access or service.
- 8.2. Notwithstanding paragraph 8.1. above, EUROCONTROL will not sell, distribute or lease personal data to third parties. EUROCONTROL will not use personal data to send any promotional information.
- 8.3. The personal data is processed and protected in accordance with the EUROCONTROL Regulation on Personal Data Protection (<https://www.eurocontrol.int/sites/default/files/2020-06/summary-implementing-rule-eurocontrol-regulation-personal-data-protection.pdf>).

ARTICLE 9 – DURATION AND TERMINATION

- 9.1. The right to use the ATM Datasets is granted to YOU for an unlimited period.
- 9.2. YOU may terminate the use of the ATM Datasets at any time by written notification to EUROCONTROL.
- 9.3. EUROCONTROL may terminate the use of the ATM Datasets with immediate effect by written notice to YOU at any time if YOU are found in breach of any of the terms of use.
- 9.4. Upon termination as per paragraph 9.3. above YOU shall cease immediately the use of the ATM Datasets and shall delete all copies of the ATM Datasets and any documentation related thereto and shall confirm to EUROCONTROL in writing that YOU have done so. Where such deletion is not reasonably possible YOU shall confirm in writing within 2 (two) weeks of termination of this Agreement that YOU will not recreate and use or attempt to recreate and use the ATM Datasets from back-up copies.
- 9.5. EUROCONTROL may terminate the use of the ATM Datasets at any time for reasons of convenience. In such cases, EUROCONTROL shall provide YOU with a three (3) months' written notice. YOU may then continue to use the ATM Datasets received up to termination and shall continue to be bound by Articles 2, 4, 5, 6 and 10.

ARTICLE 10 - DISPUTE SETTLEMENT AND LAW APPLICABLE

These terms of use are subject to Belgian law and fall within the exclusive jurisdiction of the competent Courts of Brussels.

ARTICLE 11 – POINTS OF CONTACT

All notices and requests required or authorised hereunder, shall be given in writing. The points of contact of the Parties, which may be changed by notice given in accordance with this Article are, for EUROCONTROL, statfor.info@eurocontrol.int, for the User as recorded in accessing this material.

Accept

Reject