RELATING TO THE CONCLUSION OF A COOPERATION AGREEMENT WITH DUBAI AIR NAVIGATION SERVICES (DANS) REGARDING THE PROVISION OF DESENSITISED WAKE DATA FROM DUBAI AIRPORT, THE VALIDATION OF WAKE VORTEX DATA COLLECTION, ANALYSIS, SAFETY ASSESSMENT AND DATA EXPLOITATION

THE PERMANENT COMMISSION FOR THE SAFETY OF AIR NAVIGATION:

Having regard to the EUROCONTROL International Convention relating to Co-operation for the Safety of Air Navigation of 13 December 1960, as amended by the Protocol signed at Brussels on 12 February 1981, and in particular Articles 6.1 (b), 7.3 and 13 thereof;

Having regard to the Protocol consolidating the EUROCONTROL International Convention relating to Co-operation for the Safety of Air Navigation of 13 December 1960 as variously amended, which was opened for signature on 27 June 1997, and in particular Article 2.1 of the consolidated version of the Convention annexed thereto as provisionally applied under Decision N°71 of the Permanent Commission of 9 December 1997;

Having regard to the Decision N°72 of the Permanent Commission of 9 December 1997 on early implementation of certain provisions in the revised Convention, in particular on the establishment of a provisional Council;

On the proposal of the Director General and the Provisional Council,

GIVES THE FOLLOWING DIRECTIVE TO THE AGENCY:

Article 1

The Agency is hereby authorised to sign, on behalf of the Organisation, a Cooperation Agreement with the Dubai Air Navigation Services (DANS) regarding the provision of desensitised wake data from Dubai airport, the validation of wake vortex data collection, analysis, safety assessment and data exploitation, the final version thereof being at Annex.

Done at Brussels on 19.11.2014

Feliks BACI
President of the Commission
cooperation Agreement

between

DUBAI AIR NAVIGATION SERVICES
("DANS")

AND

the european organisation for the safety of air navigation ("EUROCONTROL")

coOPERATION AGREEMENT REGARDING THE PROVISION OF WAKE DATA FROM DUBAI AIRPORT, THE VALIDATION OF Wake vortex data collection, analysis, safety assessment and data exploitation
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SECTION 1
PARTIES AND INTERPRETATION

1 PARTIES

THIS CO-OPERATION AGREEMENT IS MADE ON 2014 BETWEEN

(1) DUBAI AIR NAVIGATION SERVICES, a company incorporated in Dubai UAE whose registered office is at P.O. Box 94488, Dubai, United Arab Emirates ("DANS"), and;

(2) THE EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION, (EUROCONTROL), established by the International Convention relating to the Safety of Air Navigation of 13 December 1960, as variously amended, having its address at Rue de la Fusée 96, 1130 Brussels, Belgium, represented by Mr Frank BRENNER, Director General ("EUROCONTROL") (together the “Parties” and each a “Party”).

HAVING REGARD TO

- Articles 6.1 (b), 7.3 and 13 of the International Convention relating to the Safety of Air Navigation of 13 December 1960, as variously amended, and;

- Directive No. 14/XX of the Permanent Commission of EUROCONTROL relating to the conclusion of a Cooperation Agreement with Dubai Air Navigation Services regarding the validation of wake vortex data collection, analysis, safety assessment and data exploitation;

CONSIDERING THAT

The Dubai Air Navigation Services (DANS) are possessing a large quantity of wake data at Dubai airport. These data are necessary to have the possibility to conduct and to support safety cases for deployment of runway throughput improvements including re-categorisation of wake separation minima;

EUROCONTROL has globally recognised expertise in the domain of wake data, wake analysis, methodologies and preparation of revised separation minima and the associated safety arguments;

DANS is ready to provide de-sensitised wake tracks to EUROCONTROL as input to a consolidated global wake data base;

The cooperation between the Parties is for the global good, cost efficient and, given the International aspect of improving separation standards, an important contribution to re-categorization (RECAT) activities underway in ICAO to define improved International wake based separation minima;

This Cooperation Agreement is the conclusion of the joint discussions between EUROCONTROL and DANS.

2 INTERPRETATION
In this Agreement, unless the context otherwise requires, the following definitions will apply:

"Agreement" means this co-operation agreement between DANS and EUROCONTROL regarding the provision of wake data from Dubai airport, the validation of wake vortex data collection, analysis, safety assessment and data exploitation;

"Background IPR" means any IPR existing prior to the signature of this Agreement and used by either or both of the Parties for the performance of its obligations under this Agreement, including, but not limited to, that detailed at Annex 3 of this Agreement;

"Confidential Information" means all information received or obtained (whether in writing, orally or by another means, whether directly or indirectly and whether before or after the date of the Agreement) by one Party from the other Party as a result of entering into this Agreement, including, but not limited to, the information in the Table of Annex 1 and any other information relating to the business, customer, financial, commercial, economic, operational, technical, administrative, marketing and planning information of the other party;

"Deliverables" means any report, work or any other product produced by either or both of the Parties pursuant to this Agreement;

"Dispute" means any dispute, difference or question of interpretation arising out of this Agreement;

"Foreground IPR" means any IPR developed pursuant to this Agreement, including, but not limited to, that detailed at Annex 3 of this Agreement;

"Force Majeure Event" means any act, event, omission or accident beyond the reasonable control of the Parties including without limitation acts of Nature, governmental act, war, directions of a government authority, fire, flood, explosion, civil commotion, lock-outs, strikes or other labour disputes;

"IPR" or "Intellectual property rights" means rights in, and in relation to, any patents, petty patents, registered designs, design rights, trade marks, rights in domain names, trade and business names (including all goodwill associated with any trademarks or trade or business names), copyrights, moral rights, rights in databases, topography rights and utility models (including the benefit of all registrations of, applications to register and the right to apply
for registration of any of the foregoing items and all rights in the nature of any of the foregoing, trade secrets, confidential information and other proprietary rights in data and information, (including rights to know how and other technical information rights in the nature of unfair competition rights and rights to sue for passing off) and all other intellectual or industrial property rights of any nature whatsoever in or relating to the Services or any Deliverables for their full term (including any extensions or renewals thereof) and wherever in the world enforceable;

"{Ref [2]}" means European Operational Concept Validation Methodology (E-OCVM), Version 2, 17/03/07;

Stage 1 means tracking of all wake vortices in a ROI (Region of Interest);

Stage 2 means pairing of the track with aircraft that flew through the scanning plane;

"Wake Vortex Data" Lidar Track Data which is the raw Lidar track data resulting from the stage 1 processing by the Lidar. This data is not associated with a generating aircraft or meteorological conditions but is time stamped;

"WINDTRACER" means the WindTracer Doppler Lidar (light detection and ranging) system used by DANS;

"Working Day" means a day, other than Friday, Saturday, Sunday or Public Holiday.

SECTION 2

OBJECTIVES OF THE PARTIES

3 LEGAL EFFECT OF SECTION 2 OF THIS AGREEMENT

Section 2 of this Agreement sets out the objectives and areas of co-operation for the purposes of which EUROCONTROL and DANS have entered into this Agreement, but is not intended to be legally binding. Where EUROCONTROL and DANS have made legally binding commitments, they are detailed elsewhere in this Agreement.

4 GENERAL STATEMENT OF OBJECTIVES

The purpose of the cooperation of EUROCONTROL and DANS in the field of wake vortex safety assessment is to raise the maturity of new wake vortex separation minima involving the transfer of knowledge on post Lidar data treatment, wake analysis methods, developing a safety case and reuse of desensitised analysis in the preparation of International wake separation minima. These activities include but are not limited to:
1. Static Pair Wise Separation (S-PWS) for final approach;

2. ICAO aircraft wake turbulence recategorisation (RECAT);

3. ICAO aircraft wake turbulence recategorisation (RECAT-2).

The scope of the activities covered by this description of work includes:

a) co-operation in understanding wake data post LIDAR treatment;

b) co-operation in understanding and applying wake analysis methods and metrics;

c) co-operation in understanding the production of the Safety Case including how to approach the safety validation of wake turbulence encounter risks;

d) co-operation in understanding the approach to a Human Factors case addressing the impact of changes to wake separation minima on approach controllers, aerodrome controllers, pilots and aircrew;

e) co-operation in understanding the approach to an Environment Case for the application of new wake separation minima;

f) co-operation in understanding the approach to establishing the regulatory and legal case for the application of new wake separation minima; and

g) co-operation in understanding the approach to the submission of new wake separation minima change application to competent authorities for approval.

h) co-operation in exploiting Dubai wake data through consolidation with EUROCONTROL’s data to support development of new wake separation minima in the context of ICAO, covering

i. dimensionless decay behaviours;

ii. vortex spacing measurement per aircraft;

iii. observation of wind effect on wake decay;

iv. observation of wind effect on wake transport;

v. monitoring of wake vortex encounter risk using FDR / RADAR and LIDAR data;

vi. proposal for new aircraft separation design.

It is commonly understood that sharing of Dubai data is for non-commercial reasons and that the data is desensitised prior to sharing and further dissemination. This is why wake vortex tracks should be exchanged excluding generator aircraft call sign and date of measurement. These tracks should only provide the time evolution of the wake vortex lateral and vertical positions and strength as provided by the Lidar LMCT post processing once merged with traffic data (Stage 2).

i) co-operation in reviewing the Dubai safety cases for Dependent Diagonal, RNP Approach Transition (RPAT) and RECAT Dubai.

SECTION 3

LEGAL FRAMEWORK FOR CO-OPERATION

5 LEGAL EFFECT OF ENTIRE AGREEMENT

a) Save for Section 2, all sections of this Agreement shall be legally binding.
b) The provisions of the present Article shall not act as an impediment to the obligation on the part of either EUROCONTROL or DANS to report their activities to the authorities to which they are answerable.

c) The obligations contained within this paragraph 5 shall last indefinitely, surviving the expiry or earlier termination of this Agreement.

6 PARTIES GENERAL OBLIGATIONS

a) The Parties agree to work together to achieve the activities identified under Section 2.

b) EUROCONTROL shall support DANS through the transfer of knowledge as identified in Section 2 of this agreement, by undertaking workshops and “hands on” inspections.

c) DANS shall provide Dubai wake data as defined in Section 2 sub-section 4 para h) above to EUROCONTROL in support of consolidating data to improve the development of new wake separation minima in the context of ICAO, as described in Section 2 para 4 and sub-para 2 & 3 above.

d) EUROCONTROL shall support DANS through the assessment of Dubai Safety Cases to provide an expert opinion with regard to the wake vortex aspects of the submission of new wake separation minima change applications to the competent authorities for approval, as defined in Section 2 para 4, sub-para i), above.

e) Save as otherwise agreed in writing between the Parties, and apart from the travel costs for meetings requested by DANS (travel, hotel and daily allowance in accordance with EUROCONTROL travel policy) which shall be reimbursed by DANS to EUROCONTROL or otherwise paid, each party shall bear its own costs and expenses incurred in relation to the negotiation, preparation and execution of this Agreement.

f) Unless otherwise expressly stated within this Agreement, neither Party shall contribute financially to the other Party’s costs of performing the obligations, apart from the travel costs identified in e) above, accepted by the other Party by virtue of this Agreement.

7 CONFIDENTIALITY AND PUBLICATIONS

a) The parties hereby acknowledge and agree that the information detailed at Annex 1 of this Agreement shall be deemed “Confidential Information” for the purposes of, and therefore are subject to, the provisions of this paragraph 7.

b) During the term of the Agreement, and after expiry or earlier termination of the Agreement for any reason, neither party shall unless expressly permitted to do so by this Agreement:

(i) use the Confidential Information for a purpose other than the performance of its obligations under this Agreement; nor

(ii) disclose Confidential Information to any third party except with the prior written consent of the other party or in accordance with sub-paragraphs 7 (c), 7 (d) and 7 (h) below.

c) During the term of the Agreement the parties may disclose Confidential Information to any of its directors, other officers, employees ("Recipient") to the extent that disclosure is reasonably necessary for the purposes of the Agreement.

d) Before disclosure of Confidential Information to a Recipient, such Recipient shall be made aware of and agree to comply with the obligations of confidentiality contained in this Agreement as if the Recipient was a party to the Agreement.
c) Sub paragraphs 7(b), 7(c) and 7(d) do not apply to Confidential Information which:

(i) is at the date of the Agreement or becomes at any time after that date publicly
known other than by a Party’s breach of the Agreement;
(ii) can be shown to have been known to the Party that does not own the Confidential
Information prior to the date of the Agreement;
(iii) is or becomes available to the Party that does not own the Confidential
Information otherwise than pursuant to the Agreement and free of any restrictions
as to its use or disclosure; or
(iv) is required to be disclosed by law.

f) Save as required by law, neither party shall make any press announcements or publicise
this Agreement, or the contents or subject matter of the same, without the prior written
consent of the other.

g) Neither Party shall use the logos or trade marks of the other without prior written
consent.

h) The obligations contained within this paragraph 7 shall last indefinitely, surviving the
expiry or earlier termination of this Agreement.

8 INTELLECTUAL PROPERTY

a) Unless agreed otherwise in writing by the Parties, any and all Background IPR shall
remain the property of the Party owning it prior to the signature of this Agreement
and/or any other titular holders.

b) Unless agreed otherwise in writing by the Parties, any and all Foreground IPR shall be the
joint and exclusive property of both Parties.

c) Unless agreed otherwise in writing by the Parties in relation to specific IPR, each Party
shall be free to use for any and all purposes, without limitation and including any form of
licensing or commercial exploitation, all IPR in respect of which this Agreement has
either vested them an interest or acknowledged their ownership.

d) The obligations contained within this paragraph 8 shall last indefinitely, surviving the
expiry or earlier termination of this Agreement.

9 LIABILITY

a) Each Contracting Party shall exonerate the other from all civil liability arising from loss,
damage or bodily injury suffered by its staff as a result of the performance of the present
Agreement, where such loss, damage or bodily injury is not due to grave negligence or deliberate
omission or wrongful act on the part of the other Contracting Party or its staff.

b) Each Contracting Party shall indemnify the other and its staff against any action for
compensation for loss, damage or bodily injury to third parties, including their own staff or any
staff under contract, arising from the performance of the present Agreement, where such loss,
damage or bodily injury is not due to grave negligence or deliberate omission or wrongful act on
the part of the other Contracting Party or its staff.

10 ENTRY INTO FORCE

This Agreement shall enter into force on the date of its signature and shall continue until 31st March
2016, unless otherwise agreed between the Parties in writing.
11 TERMINATION

a) Without prejudice to any other rights or remedies under this Agreement either party may suspend or terminate this Agreement by notice in writing forthwith if:
   i. the other Party is in serious breach of any term of this Agreement and fails to remedy such breach within 30 days of written notification; or
   ii. the other Party or any of their assets is subject to any form of bankruptcy, winding up, dissolution, administration, administrative or other receivership, moratorium, insolvency proceedings, voluntary or other arrangements with creditors, enforcement of security, legal process, distress or repossession or anything similar; or
   iii. the other Party ceases to carry on business or a judgment against it or him remains unsatisfied for seven days.

b) Without prejudice to any other rights or remedies under this Agreement, either Party may terminate this Agreement without cause by giving 6 months' written notice to the other Party.

c) The following paragraphs and sub-paragraphs of this Agreement shall last indefinitely, surviving the expiry or earlier termination of this Agreement: 5, 7, 8, 10, 11, 12 and 16.

12 DISPUTE RESOLUTION PROCEDURE

The existence of a dispute shall not excuse the Parties from performance pursuant to this Agreement.

Any dispute arising between the Parties to the present Agreement concerning the interpretation, application or performance thereof which cannot be settled by direct negotiation or by any other means, shall be referred to arbitration.

The number of arbitrators shall be three. Each Party to this Agreement may nominate an arbitrator. The two arbitrators shall choose the third arbitrator who will act as the chairman of the arbitration committee.

The three arbitrators shall define the procedural aspects of the arbitration procedure, including the language to be used in the proceedings and the place of arbitration.

The award rendered by the arbitral tribunal shall be binding on the Parties.

13 ASSIGNMENT

The Parties may not assign this Agreement or any benefits or rights arising under it without the prior written consent of the other.

14 THIRD PARTY RIGHTS

A person who is not a party to this Agreement shall have no rights to enforce any provision of this Agreement.

15 FORCE MAJEURE

a) Neither Party shall be liable to the other for any delay or failure to perform any of its obligations hereunder, which delay or failure is due to a Force Majeure Event.
b) Each Party shall exercise its best efforts to mitigate the extent of the excusable delay or failure described in sub-paragraph 15(a) and their adverse consequences and to recommence performance of the affected obligations to the extent reasonably practicable.

16 ENTIRE AGREEMENT

a) This Agreement, including any Annexes attached to it, constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and, without prejudice to any accrued rights and obligations under the Existing Agreement, supersedes any previous agreement between the parties in relation to such matters.

b) Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) other than as expressly set out in this Agreement. The only remedy available to either party in respect of any such statement, representation, warranty or understanding shall be for breach of contract under the terms of this Agreement.

c) Nothing in this paragraph 16 shall operate to exclude any liability for fraud.

d) This obligations contained within this paragraph 16 shall last indefinitely, surviving the expiry or earlier termination of this Agreement

17 AMENDMENTS

No amendments to this Agreement will be binding on either party unless they are in writing and signed by representatives of both Parties.

18 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed and delivered, shall be an original, and all counterparts together shall constitute one and the same instrument.

19 NO PARTNERSHIP

The relationship between the Parties under this Agreement is that of independent contractors and nothing in this Agreement shall be deemed to create a relationship of joint venture, partnership, employee/employer, agency or any other fiduciary relationship between the parties and accordingly neither Party shall:

i. have any authority to incur expenditure in the name of or for the account of the other unless agreed in writing in advance; or

ii. hold itself out or permit itself to be held out as having any authority to do or say anything on behalf or in the name of the other.

20 NOTICES

Any notice to be given under this Agreement will be sent to the relevant Party's address as is stated in this Agreement or to such other address as has been notified in writing to the other Party: by first class post, deemed to be received three Working Days later (unless returned through the post); by facsimile transmission or e-mail, deemed received the next Working Day provided that the notice is also sent by first class post no later than the next Working Day after transmission; or by hand and:

in the case of EUROCONTROL:

any notices should be addressed to:

Robert Graham
EUROCONTROL Experimental Centre  
B.P. 15  
91222 Bretigny-sur-Orge Cedex  
Tel: +33 1 69 88 70 56  
Email: robert.graham@eurocontrol.int

and in the case of DANS:

notices of a legal nature should be addressed to:

Ahmed Ahli  
Head of Procurement & Legal  
Dubai Air Navigation Services (DANS)  
P.O. Box 94488,  
Dubai,  
United Arab Emirates  
Email: ahmed.ali@dubaiairnav.gov.ae

and notices of a technical nature should be addressed to:

Mark Green  
Head of ATM Development,  
Dubai Air Navigation Services,  
P.O. Box 1897  
Dubai,  
United Arab Emirates  
Tel: +971 56 759 6092  
Email: mark.green@dubaiairnav.gov.ae

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT THE  
DAY AND YEAR FIRST ABOVE WRITTEN.

For DANS,  
Signature  
Mohammed AHLI  
Chief Executive Officer  
Date

For EUROCONTROL,  
Signature  
Frank BRENNER  
Director General  
Date
### ANNEX 1

#### CONFIDENTIAL INFORMATION

<table>
<thead>
<tr>
<th>ID</th>
<th>Title</th>
<th>Provider</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Lidar Track data</td>
<td>DANS</td>
<td>The raw Lidar track data resulting from the stage 1 processing by the Lidar. This data is not associated with a generating aircraft or met conditions but is time stamped.</td>
</tr>
<tr>
<td>2.</td>
<td>Aircraft Data</td>
<td>DANS</td>
<td>The aircraft data containing radar reports immediately either side of the Lidar scan plane, including aircraft type, WT category, IAS and location.</td>
</tr>
<tr>
<td>3.</td>
<td>Anemometer Data</td>
<td>DANS</td>
<td>Ground level anemometer readings from DXB Runways involved.</td>
</tr>
<tr>
<td>4.</td>
<td>METAR data</td>
<td>DANS</td>
<td>Ground level METAR readings from DXB.</td>
</tr>
<tr>
<td>5.</td>
<td>Lidar Headwind Scan Data</td>
<td>DANS</td>
<td>This data provides a measure of headwind, in the direction of the glideslope, at a range of altitudes and distances from the Lidar.</td>
</tr>
<tr>
<td>6.</td>
<td>Augmented Lidar Track Data</td>
<td>DANS</td>
<td>This is the Lidar track data (1) resulting from the Stage 2 processing.</td>
</tr>
<tr>
<td>7.</td>
<td>Augmented Aircraft Data</td>
<td>DANS</td>
<td>This is the aircraft data (2) augmented with the calculated time that the aircraft passed through the Lidar scan plane.</td>
</tr>
<tr>
<td>8.</td>
<td>DANS Cleaned Lidar Tracks</td>
<td>DANS</td>
<td>This is the result of a DANS process where for each Lidar are cleaned for outliers.</td>
</tr>
<tr>
<td>ID</td>
<td>Title</td>
<td>Provider</td>
<td>Description</td>
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</tr>
<tr>
<td>9.</td>
<td>EUROCONTROL Cleaned Fitted Decay Curves and Cleaned Trajectories</td>
<td>EUROCONTROL</td>
<td>This is the result of a EUROCONTROL process where for each Lidar track where a 2 phase vortex decay curve is fitted and trajectories are cleaned for outliers.</td>
</tr>
<tr>
<td>10.</td>
<td>DANS scenario results for individual arrivals pairs</td>
<td>DANS</td>
<td>These are results showing, for each arrival pair in the dataset that has passed through the filters, the scenarios results.</td>
</tr>
<tr>
<td>11.</td>
<td>DANS Lidar Analysis Method</td>
<td>DANS</td>
<td>This is the detailed documentation of the method employed by DANS to import, clean, process and analyse the data, as described above.</td>
</tr>
<tr>
<td>12.</td>
<td>Aggregated Dimensional Lidar Analysis Results</td>
<td>DANS and EUROCONTROL</td>
<td>These are the dimensional aggregated results of Lidar analysis undertaken by DANS and EUROCONTROL which are an aggregation of at least 5 individual results and more than 1 carrier. These are aggregations of the fitted decay curves (9), the individual arrival pairs results (10) and the augmented Lidar track data (6) by any suitable parameter. These can be the aggregation of any of the vortex parameters (circulation strength and location) either as a distribution (e.g. a complimentary cumulative distribution function) or a profile over time.</td>
</tr>
<tr>
<td>13.</td>
<td>Non-Dimensional Individual Wake Vortex Decay Curves</td>
<td>EUROCONTROL and DANS</td>
<td>These are the EUROCONTROL individual fitted decay curves and the DANS cleaned Lidar vortex tracks where the strength and time have been normalised.</td>
</tr>
<tr>
<td>14.</td>
<td>Desensitised Aggregated Lidar Analysis Results</td>
<td>EUROCONTROL and DANS</td>
<td>These are the aggregated Lidar analysis results (11) where all axis have been normalised.</td>
</tr>
<tr>
<td>ID</td>
<td>Title</td>
<td>Provider</td>
<td>Description</td>
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</tr>
<tr>
<td>15.</td>
<td>EUROCONTROL Lidar Analysis Method</td>
<td>EUROCONTROL</td>
<td>This is the detailed documentation of the method employed by EUROCONTROL to import, clean, process and analyse the data, as described above.</td>
</tr>
<tr>
<td>16.</td>
<td>RECAT EU Safety Case</td>
<td>EUROCONTROL</td>
<td>This is the Safety Case and associated material used during the EUROCONTROL Stakeholders consultation but without Annexes, presented to EASA, in support of RECAT EU.</td>
</tr>
</tbody>
</table>
ANNEX 2

CONFIDENTIALITY TERMS

For the purposes of paragraphs 7(d) of the Agreement the following terms must be included and incorporated into any confidentiality agreement with a third party recipient of Confidential Information.

1. The recipient shall keep any information provided to it confidential;

2. The recipient shall only use the information for the purposes stated in the confidentiality agreement;

3. The recipient shall only disclose the information to such officers and employees of the recipient as are strictly necessary for the purposes stated in the confidentiality agreement;

4. The recipient shall not make copies of the information;

5. The recipient shall, if requested, return or destroy any copies of the information provided to it under the confidentiality agreement; and

6. The recipient shall acknowledge and agree that damages alone would not be an adequate remedy for any breach by the recipient of the provisions of the confidentiality agreement and that DANS and EUROCONTROL shall be entitled, without proof of special damages, to seek the remedies of injunction, specific performance or other equitable relief.
ANNEX 3

INTELLECTUAL PROPERTY

The following will be considered to be Background IPR for the purposes of article 8 of this Agreement:

**Owned by DANS**
- Aircraft Data (Confidential Information item 2)
- Anemometer Data (Confidential Information item 3)
- METAR Data (Confidential Information item 4)
- Lidar Track Data (Confidential Information item 1)
- Lidar Headwind Scan Data (Confidential Information item 5)
- Augmented Lidar Track Data (Confidential Information item 6)
- Augmented Aircraft Data (Confidential Information item 7)
- DANS Cleaned Lidar Tracks (Confidential Information item 8)
- DANS scenario results for individual arrival pairs (Confidential Information item 10)
- DANS Lidar Analysis Method (Confidential Information item 11)

**Owned by EUROCONTROL**
- EUROCONTROL Lidar Analysis Method (Confidential Information item 15)
- EUROCONTROL Cleaned Fitted Decay Curves and Cleaned Trajectories (Confidential Information item 9)

The following will be considered to be Foreground IPR for the purposes of paragraph 8 of the Agreement:

- Aggregated Dimensional Lidar Analysis Results (Confidential Information item 12)
- Non-Dimensional Individual Wake Vortex Decay Curves (Confidential Information item 13)
- Desensitised Aggregated Lidar Analysis Results (Confidential Information item 14)