MEMORANDUM
OF
CO-OPERATION
BETWEEN
THE EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION
(EUROCONTROL)
AND
THE EUROPEAN AIRPORT COORDINATORS ASSOCIATION
(EUACA)
MEMORANDUM OF CO-OPERATION
BETWEEN
THE EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION
(EUROCONTROL)
AND
THE EUROPEAN AIRPORT COORDINATORS ASSOCIATION
(EUACA)

The European Organisation for the Safety of Air Navigation, hereinafter referred to as “EUROCONTROL”, represented by its Director General, David MCMILLAN,

and

the European Airport Coordinators Association, hereinafter referred to as “EUACA”, represented by both its Chairman, Michiel VAN DER ZEE, and Vice-Chairman, Eric HERBANE,

Hereinafter referred to individually as “Party” and jointly as the “Parties”,


HAVING REGARD to the Protocol consolidating the EUROCONTROL International Convention relating to Co-operation for the Safety of Air Navigation, which was opened for signature on 27 June 1997, and in particular Article 2.1 of the consolidated version of the Convention annexed thereto;

HAVING REGARD to Decision No. 71 taken by the Permanent Commission on 9 December 1997 on early implementation of certain provisions in the revised Convention, in particular in respect of the role and duties of the Organisation;

HAVING REGARD to Measure No. 10/168 by the Permanent Commission on 04.11.2010 regarding the conclusion of a Memorandum of Co-operation with the EUACA;

HAVING REGARD to the Articles of Association of the EUACA, as approved by the EUACA General Assembly on 21 November 2009, in particular Articles 3 and 9;

CONSIDERING the Parties share a common goal in further developing their co-operation in the interest of aviation;
CONSIDERING the Parties share a joint commitment in sharing information in the scope of airport capacity management efficiency;

CONSIDERING the Parties have identified the need for joint actions for airport information management with the aim of enhancing safe and sustainable airport operations, whilst minimising airport delay;

CONSIDERING the Parties wish to further explore possible additional synergies aiming at enhancing a network-centric approach with airports and air traffic management (ATM);

CONSIDERING the Parties will work to exchange data to improve the predictability of the traffic flow on the long, medium and short term;

CONSIDERING this Memorandum of Co-operation is fully in line with the objectives of the Single European Sky, particularly the common rules on air traffic flow management\(^1\) and the prospective ‘gate to gate’ concept;

AFFIRMING the Memorandum of Co-operation is without prejudice to the SESAR programme and the possible participation of the Parties to that programme and arrangements relating to the SESAR Joint Undertaking;

RECOGNISING that EUACA is an association of independent coordinators and schedules facilitators and the scope of its activities is constrained by limited human and financial resources;

HAVE AGREED AS FOLLOWS:

ARTICLE 1 - OBJECTIVE

1.1 This Memorandum of Co-operation (hereinafter referred to as “MoC”) establishes the terms and conditions for mutual co-operation beneficial to the ATM network.

1.2 This objective may be achieved by co-operation in any of the following areas, further detailed in the Annexes:

1.2.1. Airport Slot Analysis (Annex 1);

1.2.2. EUACA Airport Data Provision and information exchange in support of planning and operational activities (Annex 2).

1.3 No provision in this MoC shall be interpreted as exempting the individual Airport Coordinators, members of the EUACA, of their obligations under Regulation No. 95/93 on common rules for the allocation of slots at Community Airports, as amended by Regulation No 793/2004, or any other applicable Community or national legislation.

ARTICLE 2 - IMPLEMENTATION

2.1 This MoC and its Annexes shall be implemented through Appendices, which shall contain a technical description of the co-operation to be performed and which shall form part of this MoC. The Appendices shall be mutually agreed and signed by the Parties.

2.2 The Parties shall meet periodically to review the general functioning of the MoC and examine potential areas for further co-operation. A joint review of ongoing activities shall be conducted at such intervals as mutually agreed by the Parties.

2.3 The Annexes shall be coordinated by a Coordination Group hereby established:
   2.3.1. the Coordination Group shall consist of representatives nominated by the Parties, and shall act by mutual agreement;
   2.3.2. the Coordination Group shall be responsible for the administration of this MoC and shall ensure its proper implementation, inter alia by preparing and implementing the Appendices.

2.4 Each Party shall be empowered to conclude any contracts it requires for the execution of its obligations set out in the agreed Appendices, in accordance with its own rules and procedures. For EUROCONTROL, these shall be the EUROCONTROL Contract Regulations in force at the time.

ARTICLE 3 - FUNDING

Unless otherwise specified, EUROCONTROL and EUACA shall each assume the cost of their own tasks identified in the Appendices.

ARTICLE 4 - CONFIDENTIALITY

4.1 Each Party shall provide, to the extent possible, the other with all information and data necessary to implement the co-operation as identified in this MoC, its Annexes and Appendices.

4.2 Each Party agrees to hold the confidential information of the other Party, which it may obtain knowledge or access to, in connection with the subject matter herein, in confidence. Neither Party shall use the other Party's confidential information for any purpose other than for the furthering the activities under this MoC.

4.3 Except where otherwise provided, information exchanged in pursuance of this MoC shall not be disclosed to third parties nor used for commercial purposes, without the prior consent of the other Party.

4.4 Neither Party shall use the other's data for any reason other than those outlined in this MoC, its Annexes and Appendices, without the explicit approval of the other Party.
4.5 For the purpose of this MoC, "Confidential Information" means airport slot data provided by coordinators, or information or material proprietary to or treated as confidential by the disclosing Party, which (i) is disclosed in writing and marked as confidential or proprietary; (ii) is disclosed orally and confirmed in writing as confidential or proprietary. The undertakings under this section will survive for five years following the termination of the present MoC.

ARTICLE 5 - LIABILITY

5.1 Except where otherwise provided, the application and utilisation of information exchanged in pursuance of this MoC shall confer no liability on the Party from which such information originated.

5.2 Each Party shall indemnify 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 Memorandum, unless such loss, damage or bodily injury is due to gross negligence or deliberate omission or wrongful act on the part of the other Party or its staff.

ARTICLE 6 - INTELLECTUAL PROPERTY RIGHTS

Unless specifically agreed otherwise between the Parties in an Appendix to this MoC:

6.1 Each Party shall retain all rights on data, software, equipment and documents which it has financed and developed outside the scope of this MoC.

6.2 Both Parties shall have an unlimited right to use and sub-licence any developments made under this MoC, within the scope of its vested tasks. However, the Party financing the development shall hold the intellectual property rights to it.

6.3 In case the Party holding the intellectual property rights according to Article 6.2 decides to no longer support or maintain software developed under this MoC, it shall make available the source code to the other Party to use, maintain and further develop it for its own vested tasks.

ARTICLE 7 - AMENDMENTS

7.1 The present MoC may be modified, in particular to extend its scope under Article 1.2, only by an instrument in writing of equal formality, signed by the duly authorised representatives of both Parties.

7.2 The Annexes to the MoC may be modified by exchange of letters between Chairman and Vice-Chairman of the EUACA and the Director General of EUROCONTROL.

ARTICLE 8 - ENTRY INTO FORCE, TERMINATION

8.1 This MoC shall come into force on the day on which it is signed by both Parties.

8.2 It may be terminated by either Party subject to six months written notice to the other Party.
In witness whereof the undersigned, duly authorised, hereby sign the present MoC.

Done at Brussels on 15.12.2010 in the English language, in two originals.

For the European Organisation for the Safety of Air Navigation

Name: David McMillan
Title: Director General

For the European Airport Coordinators Association

Name: Michiel Van Der Zee
Title: Chairman

Name: Eric Herbane
Title: Vice Chairman
THE MEMORANDUM OF CO-OPERATION
BETWEEN
THE EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION
(EUROCONTROL)
AND
THE EUROPEAN AIRPORT COORDINATORS ASSOCIATION (EUACA)

AIRPORT SLOT ANALYSIS

1 - PURPOSE
This Annex to the Memorandum of Co-operation (the MoC) sets forth the terms and conditions under which the European Airport Coordinators Association (EUACA) and the European Organisation for the Safety of Air Navigation (EUROCONTROL) may cooperate in the area of airport slot analysis before flight operations, on the day of operations and after operations.

The objective of pre-flight airport slot analysis is to improve the ATFCM Planning processes resulting in more efficient use of available capacity, avoiding unnecessary delays on the day of operations and reducing the volume of unexpected traffic at airports.

The goal of post-flight airport slot analysis to create a unique tool that will enable all stakeholders to see their individual performance in all coordinated and facilitated European airports through standardised reports on slot adherence. Furthermore, this will help ensure a more efficient use of available capacity and improving the link between airport coordination activities and the ATM world.

2 - SCOPE OF WORK
The work proposed under the terms of this Annex shall relate to airport slot analysis including, but not limited to, consistency checking and correlation analysis. The work may include, but is not limited to activities such as:

1. Identifying and specifying means and procedures for ensuring consistency enforcement between arrival airport slots and flight plans at flight plan filing time for special events;

2. Identifying and specifying means and procedures for ensuring consistency enforcement of departure and arrival airport slots and flight plans at flight plan filing time on a regular basis;

3. Identifying and specifying means and procedures for using information about airport slots to improve the ATFM slot allocation process on the day of operation;
4 Identifying and specifying means and procedures for using information about ATFM slots to improve the airport slot allocation process on the day of operation;

5 Identifying and specifying means and procedures for analysing Repetitive Flight Plans (RPLs) and airport slots 2-4 weeks prior to the day of operation;

6 Identifying and specifying means and procedures for analysing departure and arrival airport slots using historic flight plan data 2-3 months prior to the day of operation;

7 Identifying and specifying means and procedures for using airport slot data to assist in assessing the impact of the expected Airport Traffic Demand on the ATFCM Network 2-3 months prior to the day of operation, and

8 developing and implementing a slot correlation analysis tool using airport slot data provided by EUACA, operations data provided by EUROCONTROL/CFMU and other information data coming from various sources (airlines, airports, reservation systems, Air Navigation Service Providers (ANSPs) and others).

A fundamental pre-requisite for the correlation reporting tool is the matching process between airport slots and flight plans. Because it is a common requirement for airport slot analysis before, during and after operations, the matching process will be handled within the scope of Annex 2 that also covers the other common requirement of Airport Slot data Provision.

In support to their own activities and of the SES framework, EUROCONTROL will use the developed tool to make post-operational comparison between declared airport capacity, the schedules, and the CFMU flight plans and actual operational data.

The Parties shall produce, as necessary, new or updated procedures; criteria and performance definitions for operational use of technologies; impact assessments of the new procedures or proposed changes to procedures; analysis reports on human factors issues and proposals for mitigation strategies and common human factors handling techniques; data sets to be exchanged between the Parties; and, requirements for upgrades or new functions in the ATM models.

3 - IMPLEMENTATION
Apart from the tool maintenance aspects, all work to be performed within the scope of this Annex shall be further detailed and planned as work packages specified in appendices which, when signed by the duly authorized representatives of the Parties, shall become part of this Annex.

With reference to Article 3 of the EUROCONTROL-EUACA MoC, but not exclusively, each Party shall ensure the provision and availability of all the resources required to complete the agreed work and produce the agreed deliverables within the agreed timescale. Any potential deviation shall be reported to the other Party as soon as identified so that appropriate contingency measures can be taken and the work plan revised accordingly.
Each appendix will be numbered sequentially and shall contain a description of the work to be performed by the Parties, the location and planned duration of the work, the personnel and other resources required to accomplish the work, and the estimated costs.

As far as post-flight airport slot analysis is concerned:

- EUACA will provide experts to participate in meetings and deliver user's experience in monitoring analysis. Experts will help EUROCONTROL to develop the tool in line with the rules on airport coordination as provided by IATA (WSG and SSIM manuals), EC Regulation No 95/93 as amended by Regulation No 793/2004 and local rules where applicable.
- EUACA will provide experts to test tools and provide feedback.
- EUACA will ensure regular data provision from the airport slot coordinators (Annex 2).
- EUROCONTROL will provide experts in statistics and software development to work on the design & development of the tool.
- EUROCONTROL will adapt its existing data management and online application environment to the EUACA data provision and Slot Analysis requirements.
- EUROCONTROL will make adaptations to its data management systems to integrate EUACA data sourcing solutions that may be defined in Annex 2.
- EUROCONTROL will provide tool usage support and guidance to the EUACA technical team.

Funding of work to be performed under this Annex shall be provided in accordance with Article 3 of the MoC.

4 - POINTS OF CONTACT
The designated offices for the coordination and management of this Annex are:

For EUACA:

Mr. Didier HOCQ  
BSC -Brussels Slot Co-ordination  
Brussels Airport  
New Terminal, 4th floor, TMA 530  
P.B. 27  
B-1930 Zaventem  
Belgium  
E-Mail: didier.hocq@brucoord.org  
Phone : +32 2 753 5791  
GSM : +32 476 884 664  
Fax : +32 2 753 5790

For EUROCONTROL:

Mr. Johannes KOOLEN  
Rue de la Fusée, 96  
B-1130 Brussels  
Belgium  
Email: johannes.koolen@eurocontrol.int  
Telephone: +32 (0) 2 729 9876  
Fax: +32 (0) 2 729 9189

and

Mr. Philippe JOPPART  
Rue de la Fusée, 96  
B-1130 Brussels  
Belgium  
e-mail: philippe.joppart@eurocontrol.int  
Telephone: +32 (0) 2 729 3790  
Fax: +32 (0) 2 729 9193
Technical program liaison for specific activities shall be established as indicated in the appendices to this Annex.

5 - ENTRY INTO FORCE AND TERMINATION
This Annex shall enter into force on the date of signature by both parties and shall remain in force until terminated in accordance with Article 8 of the MoC.

Termination of this Annex shall terminate all appendices subsequently concluded by the parties pursuant to this Annex.

6 - AUTHORITY
EUACA and EUROCONTROL agree to the provisions of this Annex as indicated by the signatures of their duly authorised representatives.

For the European Organisation for the Safety of Air Navigation
Name: David McMillan
Title: Director General

For the European Airport Coordinators Association
Name: Michiel Van Der Zee
Title: Chairman

Name: Eric Herbane
Title: Vice Chairman
ANNEX II

THE MEMORANDUM OF CO-OPERATION

BETWEEN

THE EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION
(EUROCONTROL)

AND

THE EUROPEAN AIRPORT COORDINATORS ASSOCIATION (EUACA)

EUACA AIRPORT DATA PROVISION AND INFORMATION EXCHANGE

1 - PURPOSE

This Annex to the Memorandum of Co-operation (the MoC) sets forth the terms and conditions under which the European Airport Coordinators Association (EUACA) and the European Organisation for the Safety of Air Navigation (EUROCONTROL) may cooperate in the area of airport slot data provision and related information exchange mechanisms with the goal to provide adequate data support and slot matching algorithm to the airport slot analysis area of co-operation.

2 - SCOPE OF WORK

Scope of this Annex includes:

a. Airport slot data provision and information exchange, and
b. Flight Plan to airport slot matching.

The options for the provision and storage of EUACA airport slot data will be identified, in the short, medium and long-term. Each option will be evaluated and recommendations will be made in order to select the most promising option in terms of effectiveness. This selected option will then be implemented. Likewise, options should be seen as coherent with SES objectives and System Wide Information Management (SWIM) in particular.

The scope of the second activity, related to flight plan matching, is to establish a documented, transparent and open operational matching process to be used, but not exclusively, for airport slot analysis.
3 - IMPLEMENTATION
Apart from the tool maintenance aspects, all work to be performed within the scope of this Annex will be further detailed and planned as work packages specified in appendices which, when signed by the duly authorised representatives of the Parties, shall become part of this Annex.

With reference to Article 3 of the EUROCONTROL-EUACA MoC, but not exclusively, each Party shall ensure the provision and availability of all the resources required to complete the agreed work and produce the agreed deliverables within the agreed timescale. Any potential deviation shall be reported to the other Party as soon as identified so that appropriate contingency measures can be taken and the work plan revised accordingly.

Each appendix will be numbered sequentially and shall contain a description of the work to be performed by the Parties, the location and planned duration of the work, the personnel and other resources required to accomplish the work, and the estimated costs.

EUACA will ensure regular data provision from the airport slot coordinators, with appropriate guidance, on request.

The scope of data exchange will be defined during project execution. It should however cover the following minimum set:
- Airport slots;
- Airport curfew;
- Airport specific parameters as required, such as slot adherence tolerance thresholds for arrivals and departures;
- Operations data (based on flight plans)

All data provision and further usage will be subject to the constraints provided under the EUROCONTROL data policy and associated data provision agreements.

4 - POINTS OF CONTACT
The designated offices for the coordination and management of this Annex are:

For EUACA:

Mr. Didier HOCQ
BSC - Brussels Slot Co-ordination
Brussels Airport
New Terminal, 4th floor, TMA 530
P.B. 27
B-1930 Zaventem
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Phone: +32 2 753 5791
GSM: +32 478 884 684
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For EUROCONTROL:

Mr. Patrick TASKER
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B-1130 Brussels
Belgium
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Telephone: +32 (0) 2 729 3130
Fax: +32 (0) 2 729 9004
Technical program liaison for specific activities shall be established as indicated in the appendices to this Annex.

5 - ENTRY INTO FORCE AND TERMINATION
This Annex shall enter into force on the date of signature by both parties and shall remain in force until terminated in accordance with Article 8 of the MoC.

Termination of this Annex shall terminate all appendices subsequently concluded by the parties pursuant to this Annex.

6 - AUTHORITY
EUACA and EUROCONTROL agree to the provisions of this Annex as indicated by the signatures of their duly authorised representatives.

For the European Organisation for the Safety of Air Navigation
Name: David McMillan
Title: Director General

For the European Airport Coordinators Association
Name: Michiel Van Der Zee
Title: Chairman

Name: Eric Herbane
Title: Vice Chairman