

Airport Operator Agreement

For

Collaborative Decision Making (CDM)

Exchange of Data and Information

1.0 Parties

This Agreement is entered into by and between the Federal Aviation Administration (FAA) and _____. The parties do hereby agree and obligate themselves to abide by the rights, responsibilities, and other conditions defined in this agreement. Non-compliance with the conditions of this agreement may result in the termination of access to CDM data.

2.0 Authority

The FAA's authority to enter into this agreement is governed by 49 U.S.C. 106 (l) and (m).

3.0 Purpose

This Agreement: (1) establishes the authority by which the FAA and Airport Operators exchange CDM data and/or information and (2) identifies the rights and responsibilities of the parties. The exchange of CDM data and/or information is solely intended to support flow management decision making associated with the daily management of the National Airspace System.

4.0 Principles

The exchange of data and information is a fundamental principle of CDM and is essential to the FAA Traffic Flow Management System (TFMS) and surface metering capabilities provided by the Terminal Flight Data Manager (TFDM) system. In the CDM data/information exchange process, individual CDM participants provide specific data elements to the FAA Traffic Flow Management System (TFMS). The FAA: (1) aggregates and processes that data into a form that is appropriate for use in the CDM process and (2) distributes that processed data to all CDM participants. The CDM initiative provides for common situational awareness among participating stakeholders, improved demand predictions, enhanced traffic management decisions and reduced delays.

Airport CDM participation is predicated on a realized systemic benefit to the National Airspace System (NAS) resulting from the exchange of data and information between NAS stakeholders and the FAA. Airport CDM participant applicants will be evaluated in part by the benefit their participation will provide to the NAS as a whole. This benefit evaluation may include unique flight data, airport information, or other operational advantages as determined by the FAA.

5.0 Definitions

- 5.1 **Air Traffic Flow Management (ATFM):** The air traffic management (ATM) operational function that balances the aviation industry demand for air traffic control (ATC) services with the capacities and capabilities of the ATC system.
- 5.2 **Collaborative Decision Making (CDM):** A joint government/industry/airport initiative aimed at improving ATFM by enhancing information flow within the aviation community and adding a customer focus to decision-making. CDM is an operating paradigm where ATFM decisions are based on a shared, common view of the NAS, resulting in ATM decisions and actions that are most valuable to the system.
- 5.3 **National Airspace System (NAS):** The complex collection of personnel, airspace, aircraft, equipment, and any and all other aviation components, including airports, which comprise the United States' aviation system.
- 5.4 **NAS User:** A person or organization that operates or manages aircraft operations within the NAS utilizing NAS resources.
- 5.5 **CDM Data:** Airport or Industry generated, unique flight data provided in real time as input to the CDM process; or FAA-generated aggregate information that is based upon the industry data. At the discretion of the agency, CDM data may be expanded to include other FAA-generated elements determined by the agency to enhance customer collaboration.
- 5.6 **CDM Information:** Unique information provided in real time or in planning discussions as input to the CDM process. At the discretion of the agency, CDM information may be expanded to include other FAA or participant generated information determined by the agency to enhance customer collaboration.
- 5.7 **CDM Products:** Applications provided to CDM participants to enhance situational awareness, including but not limited to: TSD-C, Diversion Recovery web page, Tactical Customer Advocate (TCA) web page, and FAA testing and training systems. Additional information on CDM products may be found at <https://www.cdm.fly.faa.gov>.
- 5.8 **CDM Participant:** A NAS user organization, industry (flight operator) or airport operator that: (1) provides airport related supplemental raw CDM data to the FAA, above and beyond that data already being provided by an approved CDM Participant or non-participant, (2) receives processed CDM data from the FAA, (3) collaboratively works with local airport aviation organizations to mitigate the effects of surface traffic constraints, and (4) collaboratively works with the FAA traffic flow management function in responding to NAS demand-capacity imbalances and other system constraints. Submission of supplemental flight data must be authorized by the individual flight operator.
- 5.9 **CDM Service Provider:** A vendor under contract to a CDM participant that provides the communications network that enables the exchange of CDM data and information between the FAA and the CDM participants.
- 5.10 **Third Party:** An entity not directly involved in a transaction between the FAA and CDM participant. Examples of Airport Third Parties include ramp control providers, ground handlers, and terminal operators.

6.0 Roles and Responsibilities

6.1 Federal Aviation Administration (FAA)

The FAA shall:

- 6.1.1 provide CDM Participants with specifications, communications protocols, equipment requirements, interface requirements, standards, message formats, and other relevant technical information and support as necessary to transmit, receive, interpret, and analyze CDM data,
- 6.1.2 provide a point of contact for twenty-four hour technical support,
- 6.1.3 encrypt FAA processed CDM data in accordance with the current industry standard,
- 6.1.4 provide CDM Participants or the Participant's CDM Service Provider with physical access to the encrypted CDM data,
- 6.1.5 release encrypted CDM data and provide CDM product access to CDM Participants only after the CDM Participant has demonstrated the capability to provide raw CDM data consistent with the documented data quality standards defined by the FAA,
- 6.1.6 provide processed CDM data consistent with the accuracy, reliability, maintainability, and availability of the operational traffic management system and/or other processing and communications capabilities,
- 6.1.7 have the sole right to relocate, upgrade, and/or update the CDM data stream in order to take advantage of advances in technology and for other reasons. The FAA shall provide notice of such changes not less than sixty (60) days prior to their implementation,
- 6.1.8 have the right to identify and disclose to the CDM Stakeholders Group (CSG), CDM Participants not in compliance with, or in violation of, this agreement and may interrupt, or direct the interruption of, the CDM data stream until such time that compliance is demonstrated to the satisfaction of the FAA CDM Point of Contact (POC) identified in paragraph 15.0 below,
- 6.1.9 have the right, with timely and appropriate advance notification and coordination, to modify and amend this agreement if it is in the interest of the United States Government, the aviation industry, or the general public.

6.2 Airport CDM Participant

The signatory to this Agreement agrees to actively participate by submitting data and/or information to the NAS, by engaging in active and timely dialog, and by participating in the CDM endeavor aimed at improving Traffic Flow Management (TFM). Participation is outlined in the CDM Guidelines Document, which defines the CDM processes, the CDM Stakeholders Group (CSG), sub-teams, workgroups, etc.

The Airport CDM Participant shall:

- 6.2.1 acquire and maintain the hardware, software, communications, facilities, training, and any and all other resources needed to transmit, receive and interpret the CDM data through themselves or a CDM Service Provider. In the event the CDM data stream is relocated, upgraded, updated, and/or modified, the CDM Participant shall be responsible for upgrading their CDM capabilities accordingly,
- 6.2.2 provide data as it is agreed to in an airport specific letter of agreement with the FAA. This data could include elements that are provided to airport operators through internal sources, third-party sources or from Flight Operators who are non-CDM members. This data shall be consistent, but not limited to, the data elements as specified in Appendix A of this agreement; and consistent with the accuracy, reliability, maintainability, and availability of the CDM Participant's operational system and/or other processing and communications capabilities,
- 6.2.3 ensure any third-party accessing CDM data or products for research, development, analyses, conclusions, or other capabilities commissioned by the CDM Participant abides by the terms of this Agreement. Third-party access must be limited to a specific period of performance and not allow for a long-term pass-through of CDM data that circumvents the CDM Participant Agreement or FAA data release processes. The contracting CDM participant and/or third party must clearly indicate on any and all outcomes based on CDM data that these products and results are not guaranteed, sponsored, warranted, or endorsed by the FAA,
- 6.2.4 ensure that all contracts related to CDM data: (a) reflect the rights, responsibilities, exclusion of warranties, limitation of remedies, indemnification, and other conditions defined in this Agreement; (b) prohibit contacting the FAA CDM POC or the Air Traffic Control System Command Center (ATCSCC) in the event of technical or system problems, and (c) prohibit contacting the FAA CDM POC, any FAA air traffic control facility, or the ATCSCC regarding operational traffic flow management matters,
- 6.2.5 track and report to the FAA on an annual basis any Participant-provided third-party access related to CDM data.

7.0 Exclusion of Warranties

All warranties, expressed or implied, are excluded from this agreement and shall not apply to the data or services that the CDM Participant, CDM Service Provider, or any other data recipient receives under this agreement. There is no warranty of merchantability or of fitness for a particular purpose for the data or services that the CDM Participant, CDM Service Provider, or any other data recipient receives under this agreement.

8.0 Limitation of Remedies

The FAA shall not be liable to the CDM Participant, CDM Service Provider, or any other data recipient for any loss, damage, claim, liability, expense, or penalty, or for any indirect, special, secondary, incidental, or consequential damages deriving from the use of the CDM data.

9.0 Indemnification

The CDM Participant, CDM Service Provider, and/or any other data recipient agrees to indemnify and hold harmless the Government and their respective officers, employees, and agents, from and against all claims, demands, damages, liabilities, losses, suits, and judgments (including all costs and expenses incident thereto), which may accrue against, otherwise be chargeable to the Government by reason of, or as a direct and proximate result of, that CDM Participant's or CDM Service Provider's use of the CDM data or software received under this agreement.

Software Data Rights: All data, software, and documentation, furnished by the Government to the CDM Participant pursuant to this Agreement, are provided on an "as is" basis.

10.0 Changes and Modifications

Changes and/or modifications to this agreement shall be in writing and signed by the original FAA signatory or his representative, designee, or successor. The modification shall cite the subject Agreement, and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this agreement.

11.0 Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved by the Director, System Operations, ATCSCC. The decision is final unless it is timely appealed to the FAA Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding.

12.0 Construction of the Agreement

This agreement is an "other transaction" issued under 49 U.S.C. 106 (l) and (m) and is not a procurement contract, grant or cooperative agreement. Nothing in this agreement shall be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

13.0 Termination of this Agreement

Any party may terminate its participation in the CDM activity under this Agreement by written notice to the remaining parties provided no termination may be effective in less than ninety (90) days from the date of such written notice.

If the CDM Participant fails to abide by the requirements of this agreement and its failure is not cured within five (5) working days of the initial notice of noncompliance, the CDM Participant's access to data, information and systems covered under this agreement may be terminated immediately by the FAA for cause.

Whenever written notice of termination is issued by or received by the CDM Participant, the CDM Participant shall immediately return all Government equipment (if any), software and documentation that the Government issued to the CDM Participant under this Agreement.

14.0 Duration

This agreement shall be effective on the date that the FAA signatory below executes it and shall remain in effect for five (5) years or until terminated, whichever is earlier.

15.0 FAA Point of Contact (POC)

Written notices to the FAA shall be sent to the FAA CDM POC at the address shown below.

Federal Aviation Administration
David J. Hurley Air Traffic Control System Command Center
Director, System Operations
3701 Macintosh Drive
Warrenton, Virginia 20187

ATTN: CDM Point of Contact

16.0 Airport Operator Contact

This Agreement will be updated as needed. Written/electronic notices to the CDM Participant will be provided. The mail and electronic address for notices are:

Name: _____

Address: _____

eMail Address: _____

Phone Number: _____

17.0 Approval Signatures

CDM Participant

Air Traffic Operations

Signature

Signature

Name (Printed)

Name (Printed)

Title

Director, System Operations – AJR-1

Title

Date

Date

CDM Data Service Provider

Appendix A

Airport CDM Data Elements and Airport Information

Data deemed to be most beneficial to surface movement operations are:

- **Earliest Off-Block Time (EOBT)** - Time when the flight operator plans for an aircraft to push back from its assigned gate. The system can forecast surface demand vs. capacity based on flight operator's best estimation of push back time. The fidelity of EOBT is required for proper surface predictions and process.
- **Actual Off-Block Time (AOBT)** – The actual time at which a flight has sent a “block out” message from the gate or parking location. This information will be used to help determine the accuracy of flight operators Earliest Off Block Time (Currently known as OUT time)
- **Gate Assignment** - Airport Gate that is assigned to a flight. Gate information will lead to more accurate ramp transit time (RTT) calculations and therefore more accurate ETD.
- **Aircraft Tail/Registration** - The unique alphanumeric string that identifies an aircraft. Sharing the unique registration number will allow the Surface system to identify possible turn-around conflicts and other departure problems.

Other potentially beneficial data elements and/or information include:

- **Actual In-Block (AIBT)** – The Actual time the flight has blocked in at the gate. Sharing arrival information provides essential information to facilitate gate conflict and demand/capacity imbalance predictions for both gate and departure predictions on availability. (Currently known as the IN time)
- **Flight Intent** - The Flight Intent would be limited to Flight Operator plan to push back early during a Departure Metering Program (DMP) and hold in the Aircraft Movement Area (AMA).
- **Initial Off-Block Time (IOBT)** - The initial off-block that a flight provided. Used to save the original Off-Block time of the flight. Useful for flight data matching. (Currently known as IGTD).
- **Surface Metering Substitutions**, as necessary for the flight operator and/or member.
- **Aircraft Location (AMA and non-movement area)** - Physical location of the aircraft with necessary flight information.
- **Airport Controlled Holding Resources** – Total number of individual holding pads which do not affect normal operations, not to include short-term, temporary delays in non-movement area taxi-lane/ramps.
- **Construction** – Activities impacting throughput and capacity.
- **Convective Lightning Strike Indicator activation** - Time interval (typically 15 minutes) that begins when lightning is observed within a specified distance of the airport.
- **De-icing Pad Entry Time** – Actual time of entry to an assigned deicing pad.
- **De-icing Pad Exit Time** – Actual time of exit from an assigned deicing pad.

- De-icing Throughput Rate - Estimated or average de-icing throughput rate (for each de-icing resource) used to predict demand/capacity imbalances for each de-icing resource.
- Estimated Gate De-icing End Time - Estimated time that a flight that de-ices at the gate will finish de-icing.
- Estimated Gate De-icing Start Time - Estimated time that a flight that de-ices at the gate will begin de-icing.
- Existing and forecast weather conditions at the airport
- Federal Inspection Station Wait Times – The average amount of time for passengers to enter and exit the U.S. Customs inspection area.
- Gate Availability – for diversions
- Gate Capacity - Total number of gates available based on wing clearance/gauge of aircraft.
- Gate Fueling Capability
- Hardstand Fueling Capability
- Hardstand Capacity.
- Number of Repeat De-Icing Events
- Planned and Unplanned Security Events, including location on the airport and impact to operations
- Planned Spot - Location where departures contact ATCT for taxi.
- Landside Conditions that affect passenger throughput.
- Ramp Closure Time - Time that a particular ramp or number of ramps are closed.
- Ramp Holding Area Entry Time - Time a flight enters a ramp holding area.
- Ramp Holding Capacity - Number of aircraft a ramp area is able to hold.
- Ramp Reopen Time - Time that a particular ramp is expected to reopen.
- Remain Overnight (RON) Parking Capacity.
- Runway Surface Information - Runway surface information, to include any contamination affecting runway surface.
- Taxi Delay Surface Constraint Times – The amount of time added to the normal taxi time after entry to the movement area until reaching the non-movement area, or from the non-movement area to the movement area as a result of planned and unplanned runway and taxiway closures.
- Winter Operations/De-icing Plan Start Time - Start time that aircraft de-icing is in effect and hold over times are being applied.
- Winter Operations/De-icing Plan End Time - Time that aircraft de-icing is predicted to no longer be in effect.