

European Union Aviation Safety Agency

ANC Database Terms and Conditions

Issue 3

1. Introduction

According to Article 7(2) Regulation (EU) No 598/2014¹, the European Commission has a mandate to collect aircraft noise information. To support the implementation of Article 7(2) of Regulation (EU) No 598/2014, this data shall be stored in a central database and made available to those parties described in Article 7(6) of Regulation (EU) No 598/2014. The central database is hosted by the European Union Aviation Safety Agency (EASA).

2. Definitions

ANC Data: means the noise information as referred to in article 7(2) of Regulation (EU) 598/2014 of individual aircraft that operates at Union airports.

Aircraft Noise Certificate Database (ANCdb): means the database hosted by EASA containing ANC Data.

ANC Data Provider: means aircraft operators or their delegated representatives that according to Article 7(2) of Regulation (EU) No 598/2014 shall communicate ANC Data to EASA.

ANCdb User: means any competent authority, air navigation service provider and airport operator as described in Article 7(6) of Regulation (EU) No 598/2014 as well as any national aviation authority within the meaning of Regulation (EU) No 2018/1139² upon explicitly authorisation by EASA to access the ANCdb.

Subcontractor: means any individual, partnership, corporation, firm, association, joint venture, or other entity engaged to perform duties on behalf of the ANCdb User and ANC Data Provider.

3. ANCdb Registration

ANCdb Users and ANC Data Providers must fill in the registration form provided by EASA, provide the documentation listed in the registration form as well as read and accept the present Terms and Conditions to be granted access to the ANCdb.

4. Access Rights

EASA grants a free of charge and non-exclusive access right to the ANCdb to each ANCdb User according to the procedures specified under these present Terms and Conditions. EASA reserves all access rights not expressly granted to the ANCdb User.

¹ Regulation (EU) No 598/2014 of the European Parliament and of the Council of 16 April 2014 on the establishment of rules and procedures with regard to the introduction of noise-related operating restrictions at Union airports within a Balanced Approach and repealing Directive 2002/30/EC.

² Regulation (EU) 2018/1139 of the European Parliament and of the Council of 4 July 2018 on common rules in the field of civil aviation and establishing a European Union Aviation Safety Agency, and amending Regulations (EC) No 2111/2005, (EC) No 1008/2008, (EU) No 996/2010, (EU) No 376/2014 and Directives 2014/30/EU and 2014/53/EU of the European Parliament and of the Council, and repealing Regulations (EC) No 552/2004 and (EC) No 216/2008 of the European Parliament and of the Council and Council Regulation (EEC) No 3922/91

EASA reserves the right to grant access to additional ANCDb Users which can justify the need of that ANC Data in the context of Regulation (EU) 598/2014 or to fulfil their operational purposes.

EASA grants a free of charge and non-exclusive access right to upload, modify and view their own ANC Data in the ANCDb to each ANC Data Provider according to the procedures specified under these present Terms and Conditions. EASA reserves all access rights not expressly granted to the ANC Data Provider.

5. Personal Data Protection

ANCDb Users and ANC Data Providers agree to keep their personal details current at all times.

All personal data provided will be handled by EASA in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC. ANCDb Users and ANC Data Providers can consult how to exercise their rights on privacy statement provided on EASA website: www.easa.europa.eu/data-protection.

6. Rights and obligations of the ANCDb Users and ANCDb Providers

1. ANCDb Users:

- (a) ANCDb Users shall keep the ANC Data confidential and use the ANCDb with view of complying with its legal obligations under Article 7 of Regulation (EU) 598/2014 or fulfilling their operational purposes.
- (b) ANCDb Users shall not distribute nor cause the distribution of the ANC Data to any third party outside the respective competent authority, air navigation service provider, national aviation authority and airport operators concerned. Without prejudice to the latter, ANCDb Users may engage a Subcontractor to perform all or any portion of its duties in the context of Regulation (EU) 598/2014, provided that any such Subcontractor agrees in writing to be bound by confidentiality obligations at least as protective as the terms of Article 6 under the present Terms and Conditions, and provided further that the ANCDb User remains responsible for the performance of such Subcontractor. ANCDb User might share ANC Data with its Subcontractor or the latter may register to the ANCDb in accordance with paragraph 2 of Article 4 of these Terms and Conditions.
- (c) ANCDb Users may publish information based on ANC Data contained in the ANCDb, but the information shall not allow the identification of aircraft operators or making their identification possible, nor allow to determine information related to individual aircraft, without the prior consent of the respective ANC Data Providers, unless such information is already available in the public domain.

2. ANC Data Providers:

- (a) ANC Data Providers have the responsibility to provide accurate and correct data that covers at least the information outlined in paragraph 1.5 of ICAO Annex 16 Part II Chapter 1 and to ensure that the data is kept up-to-date.
- (b) ANC Data Providers have the right to access and modify the ANC Data they have provided at any time.
- (c) When uploading ANC Data, each ANC Data Provider shall grant access to its ANC Data to ANCDb Users at which airports the ANC Data Provider operates. ANC Data Providers may also grant access to its ANC Data to those ANCDb Users at which airports the ANC Data Provider doesn't operate.
- (d) Without prejudice to the latter, ANC Data Providers may engage a Subcontractor to perform all or any portion of its duties in the context of Regulation (EU) 598/2014, provided that any such Subcontractor agrees in writing to be bound by confidentiality obligations at least as protective as the terms of Article 6 under the present Terms and Conditions, and provided further that the ANC Data Provider remains responsible for the performance of such Subcontractor.

7. Unauthorised Access and Use of the ANCDb

Improper utilisation, malicious alteration of the ANCDb by Data Providers or ANCDb Users, or disclosure of data contained in the ANCDb shall be subject to administrative or punitive measures ranging from temporary suspension of access to loss of privileges for the ANCDb User and/or Data Provider, including the closing of the account.

Those Data Providers and/or ANCDb Users involved in any administrative or punitive measures proceedings shall have the right to submit observations within 10 working days. The administrative or punitive measure will take effect from the date of notification.

8. Limitation of Liability

EASA assumes no responsibility for any submission made through the ANCDb. EASA shall not be held liable or responsible (whether in tort, contract or otherwise) for any claim or losses or damages of any kind arising from the use of or reliance upon the ANCDb.

EASA shall not be liable to ANCDb Users or any other party for any consequences resulting from gaps or errors in the ANC Data, or from updates of the ANC Data.

EASA reserves the right to perform checks on the ANC Data and inform ANCdb Users and ANC Data Providers in cases when EASA believes that the specific data might be incorrect. In such an event, EASA shall consult with the concerned ANC Data Provider in order to remedy any presumed errors in the data provided.

In case of persistent inconsistency or no resolution of a dispute on an aircraft's noise information provided by an ANC Data Provider, the official information on the document issued by the aircraft's State of Registry in line with ICAO Annex 16 Part II Chapter 1 shall be considered as the correct information. In such a case, EASA may correct the ANC Data.

9. Modification, Discontinuance or Termination

- (a) EASA reserves the right to modify or deactivate temporarily the ANCdb (or any part or feature thereof) at any time after giving prior notification to the ANCdb User if it is practicable, or otherwise, without any prior notification if such notification is not practicable. In particular, EASA shall be entitled, in its sole discretion, to temporarily suspend all or part of the ANCdb in order to upgrade or modify the ANCdb or any related systems or software and/or to restrict the ANC Data Provider's and ANCdb User's access to the ANCdb where EASA considers it reasonably necessary for the operation or maintenance of ANCdb or any related systems or software.
- (b) EASA may terminate or suspend the access to all or part of ANCdb with effect from any time as it considers appropriate for any reason including, without limitation, breach of these Terms and Conditions.
- (c) EASA shall not be liable to any ANC Data Provider and ANCdb User or any third party for any claims of any kind related to such termination, restriction or suspension of the ANCdb.
- (d) EASA reserves the right to modify these terms and conditions at any time. ANCdb Users will be notified of such modification. Continuing to use the ANCdb after such modification implies acceptance of the Terms & Conditions.

10. Force Majeure

Neither party under these terms and conditions shall be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by any unforeseeable, exceptional situation or event beyond the control of the parties that prevents either of them from fulfilling any of their obligations under these terms and conditions. The situation or event must not be attributable to error or negligence on the part of the parties or on the part of the subcontractors and must prove to be inevitable despite their exercising due diligence. Defaults of service, defects in equipment or material or delays in making them available, labour disputes, strikes and financial difficulties may not be invoked as force majeure, unless they stem directly from a relevant case of force majeure.

If a party is affected by force majeure, it must immediately notify the other party, stating the nature of the circumstances, their likely duration and foreseeable effects.

11. Applicable law and settlement of disputes

These terms and conditions are governed by Union law, complemented, where necessary, by the law of Germany.

The courts of Cologne have exclusive jurisdiction over any dispute regarding the interpretation, application or validity of these terms and conditions.

12. Contact and support

Any error or problem related to the use of the ANcdb database shall be reported to environmentalportal@easa.europa.eu

