

EASA Inspection and Findings Platform Service (IFP) Terms of Use



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The use of the EASA Inspection and Findings Platform Service (hereafter “IFP Service”) is subject to the following Terms of Use (hereafter “ToU”).

These ToU govern the use of the IFP Service and the data contained therein. No variation from these ToU shall be valid unless expressly agreed in writing by the Agency. Access and use of the IFP shall be free of charge.

A. Nature of the IFP Service

The IFP Service is a web-based tool that allows Organisations, requesting to be approved or already approved in accordance with Annex II (Part-145) to Commission Regulation (EU) No 1321/2014 (hereinafter, “Organisation”) to close findings raised during EASA audits and to share with EASA the relevant information related thereto.

The IFP Service shall be used exclusively by the Organisations for submitting to EASA:

- i. Corrective Action Plans
- ii. Evidences of corrective action implementation.

B. Users

The IFP Service shall exclusively be used by an Organisation with a registered IFP Account Holder.

The Agency shall not grant access to an Organisation unless the Agency has received and verified the Organisation’s registration information and the Organisation has accepted these ToU.

For new Organisations these will be done by a completion of the EASA Form 2 “Application for Part 145 Approval”, and the supporting documents specified therein.

For those Organisation already approved by the Agency, these will be done either by a completion of the EASA Form 2 “Application for Part 145 Approval”, and the supporting documents specified therein or they will be asked for a acceptance of these ToU via IFP Service Portal.

B.1 Registration of Organisation IFP Account Holder (“IFP Account Holder”).

Organisations shall register for only one (1) Organisation IFP Account Holder.

The IFP Account Holder shall be the nominated or approved Quality Manager of the Organisation according to Annex II (Part-145) to Commission Regulation (EU) No 1321/2014, notably 145.A.30 (Personnel requirements) and 145.A.65 (Safety and quality policy, maintenance procedures and quality system), thereof. The IFP Account Holder shall be an employee of the Organisation duly authorised to represent and validly bind the Organisation for the purpose of using the Organisation IFP account and to be the Agency’s point of contact for EASA Part-145 approvals.

The generic e-mail address provided by the Organisation through the EASA Form 2 (Application for Part 145 Approval) at the time of the initial application or application for changes, shall be used for any communication related to the use of the IFP Service.

The Organisation IFP Account Holder shall monitor under his responsibility and supervise, on behalf of the Organisation, the usage of the IFP Service.

The Organisation IFP Account Holder shall request modification of the access rights to the IFP Service in the following cases:

- I. Upon termination of employment with the Organisation
- II. Changes in functions, whereby access to the IFP Service is not needed.
- III. As a consequence to a breach of any of the policies or terms governing these ToU.

B.2 Security

The Agency shall provide each IFP Account Holder with one (1) user name/ID and password. The Organisation shall remain entirely responsible:

that the security and confidentiality of its user name/ID and password which shall be kept secure at all times; for all activities that occur under their IPF account;

IFP Account holders shall notify the Agency immediately of any unauthorised use of their accounts or any other breach of security thereof, take all such corrective measures and ensure that the user's account is immediately disabled. The Agency shall not be liable for any loss that the Organisation may incur as a result of someone else using a user name/ID and/or password, either with or without the knowledge of the IFP Account Holder. Until the moment of notification of unauthorised access/use to the Agency, the User may be held liable for losses incurred by the Agency or a third party.

C. Information provided by Organisations in the IFP Service

The IFP Account Holder is responsible for ensuring that all data provided to the Agency are correct, accurate, up-to-date, truthful, complete and not misleading.

The upload, in whole or in parts, of Organisation documents, manuals or procedures does not constitute any form of explicit or implicit acceptance, authorisation or approval by the Agency.

D. Control and Operation

The IFP Service is intended to be, and remain at all times controlled and operated exclusively by the Agency, subject to these ToU.

E. Modifications to the IFP

The Agency reserves the right to change/update the ToU at any time and publish updated versions of the ToU on the EASA Website. The continued use of the IFP Service by the IFP Account Holder after any such change/update constitutes the IFP Account Holder's acknowledgement and acceptance of the updated ToU. The Agency reserves the right to alter, suspend or discontinue any aspect of the IFP Service, including the content or services available through it and any Account Holder's access to it. Unless explicitly stated otherwise, any new features including new content or amendment by the Agency to the IFP Service shall be subject to these ToU.

E.1 Records keeping and archiving policy

The documents and data provided by the Account Holder are kept, in the electronic form they are delivered.

In particular, for the purpose of ensuring traceability of the activities of the Account Holders, earlier versions of a document uploaded in the IFP Service are kept even after a new version of the document is provided. This applies to both paper and electronic documents.

E.2 Data Protection

In accordance with Regulation (EC) no 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data, or any other Regulation that will supersede the aforementioned one, the Organisation authorises the Agency to process any personal data provided in the IFP Service which relates to and identifies any natural person, including but not limited to name and address.

The personal data shall be processed by the Agency solely for the purposes of the operation of the IFP Service and for any actions related to the tasks and services requested through the IFP Service, including without limitation the performance, management, follow-up of such tasks and services and the processing of the related registrations and applications, as well as any other matters that could be of interest to the Organisation, without prejudice to possible transmission to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel and/or the European Anti-Fraud Office for the purposes of safeguarding the financial interest of the European Union. The Organisation shall have the right of access to their own personal data and the right to rectify any such data that is inaccurate or incomplete in accordance with the applicable legislation.

The Agency could disclose personal data to its authorised Certification Service Providers (e.g the National Aviation Authorities or qualified entities entrusted by the Agency to conduct inspections and audits of the organisations it certifies) if relevant for the certification task or service applied and in due consideration of the above confidentiality principles.

The data will be stored for no longer than is necessary for the purpose for which this data is collected or further processed.

Queries concerning the processing of personal data, shall be addressed to the Agency via the following email address: dpo@easa.europa.eu. The Organisation shall have right of recourse at any time to the European Data Protection Supervisor: Website <http://www.edps.europa.eu> E-mail: edps@edps.europa.eu.

F. Technical Requirements

The Agency and/or EASA's IT Service Provider will inform the user of the minimum technical requirements to use the IFP Service. Not adhering to these requirements may hinder the functionality of the IFP Service.

The IFP Service and the associated web applications use Secure Sockets Layer (SSL), for securing confidential communication between the Agency and Organisation with the IFP Service.

The Agency has taken the necessary measures to ensure confidentiality of data provided by the Organisation via the IFP Service.

G. Availability of the IFP Service

The Agency shall endeavour to make the IFP Service available at all times but cannot guarantee that the IFP Service will operate continuously or without interruptions or be error-free, and can accept no liability in that respect.

IFP Account Holders shall not attempt to interfere with the operation or functionalities of the IFP Service or the Agency's website, and in particular, shall not attempt to circumvent or in any way affect security, tamper with, hack into, decompile, reverse engineer or otherwise disrupt any computer system, server, website, router or any other internet connection device or other IT applications, tools, hardware, software, etc.

H. Intellectual Property

All intellectual property rights pertaining to the IFP Service, including without limitation logos and trademarks/names contained within the IFP Service as well as the contents of the database provided by the Agency to the IFP service, are vested to the Agency (except where indicated otherwise). Organisations shall not modify, copy, reproduce, (re-)publish, upload, post, transmit, distribute or otherwise communicate, by any means or in any manner whatsoever, in whole or in part, any material or information downloaded from the IFP Service, including but not limited to text and/or graphics without an express authorisation from the Agency. Upon such authorisation being granted, the Organisation shall acknowledge the Agency as the source of such material or information.

Ownership of the contents of the database provided by the Organisation, including all copyright and other pre-existing or resulting intellectual or industrial property rights, any documentation, data, technical information and knowhow contained within the IFP Service remains vested with the original owners.

Without prejudice to the above, the original owners hereby grant at no cost a non-exclusive, irrevocable license of use to the Agency on any such documentation, data, technical information and know-how, for the full duration of any applicable intellectual or industrial property right, for purpose the Agency's operational activities. This includes inter alia operating and maintaining the IFP Service, storing and reproducing any licensed information for the purposes of internal and external reporting.

I. Confidentiality

Subject to applicable national and international rules and regulations the Account Holder undertakes to treat in the strictest confidence and not to divulge to third parties any information or documents contained in this IFP Service. The IFP Account Holder shall continue to be bound by this undertaking after expiration of his/her credentials.

The disclosure of confidential information by the IFP Account Holder shall not under any circumstances grant any express or implied intellectual property rights on the revealed information to any recipient of such

information. Unauthorised disclosure of confidential information shall not deem the information to be in the public domain.

The IFP Account Holder acknowledges that monetary damages may not be a sufficient remedy for damages resulting from the unauthorised disclosure of confidential information and that the Agency shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

No reproduction, transmission, storage, retrieval, translation or transcription of the confidential materials in this IFP Service in any form or by any means is permitted in whole or in part without the express written consent of EASA.

The Agency reserves the right to disclose the information included in the IFP Service to third parties if so required by the applicable legal framework.

J. Liability

To the extent permitted by applicable law, the Agency excludes all express or implied terms, conditions, warranties, representations or endorsements whatsoever with regard to the data and documents provided through the IFP Service.

In relation to the submission of data and documents through IFP Service, the Agency accepts no liability for any indirect or consequential loss or damage, or for any loss of data, profit, revenue or business (whether direct or indirect), however caused, even if foreseeable.

In circumstances where an Organisation suffers loss or damage arising out of or in connection with the viewing, use or (mal-)performance of the IFP Service or its contents, the Agency shall accept no liability for this loss or damage whether due to inaccuracy, error, omission or any other cause and whether on the part of the Agency, its employees/agents/consultants/service providers or third-parties.

Organisations shall be responsible for ensuring that their computer systems meet all relevant technical specifications necessary to use, and are compatible with the IFP.

The Agency does not guarantee or warrant that any material available from its website, or in particular on the IFP, is free from defect, infection, viruses and/or other codes that may have damaging, contaminating, destructive or disruptive properties. Organisations shall be responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy their particular requirements for the accuracy of data input and output and, more generally, for the protection and security of their systems, material, property or operations.

The limitations and exclusions in this clause only apply to the maximum extent permitted by Applicable Law.

K. Applicable Law and Jurisdiction

These ToU shall be governed by, and construed in accordance with Community law, complemented where necessary by the national substantive law of Germany

Any disputes arising out of or in connection with the IFP and/or these ToU shall be subject to the jurisdiction of the competent courts of Cologne, Germany.