

European Union Aviation Safety Agency

ANP Database Terms and Conditions

Issue 1 – 01/07/2020



1. Introduction

According to Article 7(3) Regulation (EU) No 598/2014¹, the European Union Aviation Safety Agency (EASA) has a mandate to collect, verify and make available aircraft noise and performance information for noise modelling purposes. This data is provided to support the computation of noise contours around airports using the methodology described in ICAO Doc 9911, ECAC Doc 29 or Annex II to Directive 2002/49/EC. To facilitate the implementation of Article 7(3) 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 No 598/2014 and/or other parties provided they have demonstrated the need for modelling purposes.

2. Definitions

ANP Data: means the aircraft noise and performance information as defined in ICAO Doc 9911, ECAC Doc 29 or Annex II to Directive 2002/49/EC.

ANP Database: means a central database resource hosted by EASA containing the ANP Data.

ANP Data Provider: means the holder of an aircraft type certificate or a supplemental type certificate issued in accordance with Regulation (EC) No 2018/1139, and the legal or natural person operating aircraft for which no type certificate has been issued under that Regulation, providing ANP Data for publication in the ANP Database.

ANP Database User: means

- i) any competent authority, aircraft operator, air navigation service provider and airport operator as described in Article 7(6) of Regulation (EU) No 598/2014; and/or
- ii) other parties that have been granted access by EASA provided they have demonstrated the need for modelling purposes in accordance with Article 7(3) of Regulation (EU) No 598/2014.

3. Access and licensing rights

1. EASA grants to the ANP Database User a free of charge, non-exclusive right to access the ANP Database under the terms and conditions contained herein. EASA reserves all rights not expressly granted to the ANP Database User.
2. ANP Data Providers retain the ownership of the ANP Data. The ANP Data is protected by intellectual property laws and treaties.

4. User registration

ANP Database Users must fill in the registration form provided by EASA and read and accept the present Terms and Conditions.

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.

ANP Database Users not listed in Article 7(6) of Regulation No 598/2014 shall demonstrate their need to access the ANP Database for modelling purposes. EASA reserves the right not to grant access to those ANP Database Users who cannot demonstrate such need.

5. Personal data protection

- (a) ANP Database Users agree to keep their personal details current at all times.
- (b) All the personal data provided by the ANP Database User 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.

6. Conditions of use

- (a) The ANP Data is provided for the sole purpose of calculating noise contours for an average or representative fleet and traffic mix at an airport.
- (b) ANP Data shall not be used to predict absolute noise levels of an individual aircraft model.
- (c) The ANP Data shall not be used to publish or share any information aiming or allowing to compare the noise performance and characteristics of specific aircraft types, models or a specific fleet of aircraft.
- (d) The ANP Data shall not be used to define aircraft type specific market-based measures (including noise charges).
- (e) The ANP Data shall not be used to define aircraft type specific operating restrictions, including partial restrictions or quota-based schemas.
- (f) The ANP Database User shall not share the ANP Data with any third party except within their employer organisation on a strictly “need to know” basis.
- (g) The ANP Database User shall use the ANP Data in line with the noise contour calculation method described in ICAO Doc 9911, ECAC Doc 29 or Annex II to Directive 2002/49/EC. Any other use of the data, as well as the use of any other noise or performance data, leads to non-standard modelling and is not supported with the method.
- (h) The ANP Database User shall use the aircraft substitution methods recommended in ICAO Doc 9911, ECAC Doc 29 or Annex II to Directive 2002/49/EC to model aircraft types for which no ANP Data is available.
- (i) The ANP Database User is authorised to incorporate the ANP Data into any software licensed in accordance with Article 6 of these Terms & Conditions.

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- (j) Without prejudice to the above subparagraph g), the ANP Database User shall not modify, reverse-engineer, disassemble, publish, sell, assign, sublicense or reproduce the ANP Data or trademarks or part of it without prior consent from the ANP Data Providers concerned.

7. ANP Data update

The ANP Data may be revised and updated at any time by ANP Data Providers with or without notice. ANP Database Users should check the ANP Database on a regular basis for potential updates.

8. Warranty – Limitation of liability – Disclaimer

- (a) The ANP Data is not intended to represent guaranteed or contractual aircraft performance. Neither EASA nor the ANP Data Providers shall be liable for any differences between the noise and performance results obtained from the ANP Data and those from other data sources, including measurements.
- (b) It is the ANP Database User's responsibility to assess whether the use of the ANP Data, including the use of the default aircraft take-off and landing procedures, is appropriate for their specific applications.
- (c) The ANP Data is provided "as is" without warranty of any kind either expressed or implied, including, without limitation, satisfactory quality, with no guarantee that it is or will remain complete and error-free. Without limiting the above, ANP Database Users accept that the ANP Database may not operate error free. ANP Database Users may report gaps or errors in the ANP Data to EASA, who will address these in due course with the ANP Data Providers. Neither EASA nor the ANP Data Providers shall be liable to ANP Database Users for any consequences resulting from such data gaps or errors for ANP Database Users and any other party, or from updates of the ANP Data. ANP Database Users use the ANP Database at their own risk.
- (d) Neither EASA nor the ANP Data Providers shall be liable for any results obtained from the ANP Data.
- (e) Neither EASA nor the ANP Data Providers shall be liable for any unauthorised use of the ANP Data or for any use that is not consistent with either these terms and conditions or the noise modelling guidance outlined in ICAO Doc 9911, ECAC Doc 29 or Annex II to Directive 2002/49/EC.
- (f) Neither EASA nor the ANP Data Providers shall be liable for any claim or losses or damages of any kind arising from the use or reliance upon the ANP Data.
- (g) EASA reserves the right to modify these terms and conditions at any time. ANP Database Users will be notified of such modification when they log-in. Continuing to use ANP Database after such modification implies acceptance of the Terms & Conditions.

9. Non-compliance with these Terms and Conditions

Non-compliance with these terms and conditions, improper utilisation, malicious use of the ANP Database by ANP Database Users, or disclosure of data contained in the ANP Database shall be subject to administrative

or punitive measures ranging from temporary suspension of access to loss of privileges for the ANP Database. All disclaimers, limitations of liability and any other provisions intended to survive any termination will continue to be in full force and effect upon termination.

Those ANP Database 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.

10. Contact and support

Any question related to the use of the ANP Database may be reported to environment@easa.europa.eu.