



ICAO RBIS QMS PROJECT

SERVICE LEVEL AGREEMENT

BETWEEN

THE DATA PROVIDER

AND

THE SERVICE PROVIDER (AISP)

FOR

**THE PROVISION OF AERONAUTICAL
INFORMATION/DATA TO AERONAUTICAL
INFORMATION SERVICES**

THIS SERVICE LEVEL AGREEMENT (SLA) is entered into on the day of

BETWEEN

The (data providers name and address), (hereinafter referred to as DATA PROVIDER which expression shall where the context so admits include its successors and assigns) of the other part.

AND

THE SERVICE PROVIDER (AISP) a Statutory Regulation Authority established pursuant to the provisions of the (CITE APPLICABLE REGULATIONS) of (ADDRESS), hereinafter referred to as (ORGANISATION NAME) which expression shall where the context so admits include its successors and assigns on the one part; and

“DATA PROVIDER” and “CAA” are, in this SLA, individually referred to as a “Party” and collectively as the “Parties”

WHEREAS:

(A) THE SERVICE PROVIDER has among other functions the responsibility of provision of air navigation services in States airspace, and for any areas outside of the State for which the State has, in pursuance of international arrangements, undertaken to provide air navigation services, alerting services and to coordinate search and rescue services, therein.

(B) Define the responsibility of the DATA PROVIDER within the State.

(C) The Convention on International Civil Aviation (Chicago Convention) imposes an obligation, under paragraph 3.1 of Annex 15 thereto, on member States to take

necessary measures to ensure that the aeronautical information/data it provides relating to its own territory as well as areas, in which it is responsible for air traffic services outside its territory is adequate, of required quality and timely;

(D) The parties have agreed to collaborate in the provision of aeronautical information/data for safety, regularity and efficiency of air navigation.

NOW IT IS HEREBY AGREED as follows

1 – Interpretation

1.1 Definitions

In this Service Level Agreement (SLA):

Accuracy means degree of conformance between the estimated or measured value and the true value;

Aeronautical information service (AIS) means a service established within the defined area of coverage responsible for the provision of aeronautical information/data necessary for the safety, regularity and efficiency of air navigation;

AIRAC System means a system aimed at advance notification based on common effective dates of circumstances that necessitate significant changes in operating practices;

Flight Information Region (FIR) means an airspace of defined dimensions within which flight information service and alerting service are provided;

Commencement Date means the date of execution of this SLA

Integrity means a degree of assurance that an aeronautical data item and its value have not been lost or altered since its origination or authorized amendment;

Standard Operating Procedures (SOPS) means guidance material for Air Navigation service operations;

Notice to Airmen NOTAM System means a system of distributing notices by means of telecommunication, that contain information concerning the establishment, condition or change in any aeronautical facility, service, procedure or hazard, the timely knowledge of which is essential to personnel concerned with flight operations;

Resolution means number of units or digits to which a measured or calculated value is expressed and used;

Timeliness means a characteristic by which either data is provided or actions performed, with sufficient time remaining so as not to impact later actions and possibly jeopardize the achievement of the required result within due time.

1.2 Construction of certain references

In this SLA where the context admits;

1.2.1 References to this SLA means this SLA as amended varied, supplemented, modified or renovated from time to time and included the annexes are references to clauses and annexes.

1.2.2 References to clauses and annexes are references to clauses and annexes of and to this SLA and references to sub clauses or paragraphs of the clauses or paragraphs are, unless otherwise stated, references to sub-clauses or paragraphs of the clause or annex in which the reference appears.

1.3 The headings and subheading are inserted for convenience only and shall not affect the construction of this SLA

1.4 Each of the annexes shall have the effect as if set out herein.

2 - Justification

2.1 Being a State Party to the Chicago Convention, is bound by the provisions of paragraphs 2.1.5 and 3.1 of Annex 15 to the Convention, obligating members to ensure that formal arrangements are established between originators of aeronautical data and information and the aeronautical information service (AIS) in relation to the timely collection, processing, storing, integration, exchange and delivery of quality assured aeronautical data and aeronautical information within the air traffic management (ATM) systems.

2.2 This SLA is intended to establish a formal arrangement between THE SERVICE PROVIDER (AISP) and [the DATA PROVIDER](#) to ensure published aeronautical

information for the STATE originating from the DATA PROVIDER covers the required scope and meets all data requirements.

- 2.3 This SLA further defines the services to be provided and the standards, service levels and key performance indicators associated with these services.

3 - Scope

- 3.1 This SLA sets out a framework for the supply of aeronautical information/data by the DATA PROVIDER to THE SERVICE PROVIDER covering:

- a. Scope of data to be provided (data Items)
- b. Timelines.
- c. Quality requirements.
- d. Delivery Requirements.
- e. Data Format.
- f. Modes of operation.

- 3.2. Notwithstanding paragraph 3.1 hereinabove, DATA PROVIDER reserves the right to omit any information/ data which in its opinion may be prejudicial to national security if published.

4 - Objectives of the SLA

- 4.1. The basic objectives of this SLA are as follows:

- a. Better communication.

The SLA will facilitate a two-way communication between DATA PROVIDER and THE SERVICE PROVIDER. Through the SLA, the two parties will collaborate in order to understand each other's needs, priorities and concerns and to gain an insight into the problems which may be faced by each party through the failure of either party to fulfil its obligations.

- b. Mutually agreed standard.

The SLA identifies each party's expectations, defines the boundaries of the service provision and clarify responsibilities. It further facilitates the identification and discussion of expectations and the resource commitment necessary to meet these expectations with a view to enhance cooperation and understanding between them.

c. A process for gauging service effectiveness.

The SLA defines standards against which the service may be measured and evaluated; it also provides the basis for assessment of the effectiveness of the service.

5 Perspective – Regulative Environment and Conventions

5. The regulatory framework for the provision of aeronautical information/data for subsequent processing by AIS is contained in various documents as set out in Annex A. However, the Parties hereby mutually agree that no penalties are to be imposed under this SLA since both are Parties whose roles and mandates are well defined under the law.

Services and Service Level

6 - Service description

6.1 **THE DATA PROVIDER** will provide **THE SERVICE PROVIDER** with the data for which it is responsible as listed in Annex B.

Aeronautical Information Services/MAP

6.2 Aeronautical Information Services Shall process the aeronautical data upon receipt and publish and promulgate it through appropriate publications.

7 Service Levels

7.1 Aeronautical data forwarded to AIS shall have the following meta data as shall be applicable:

- a) Effective date and time
- b) Period of validity
- c) Recorded resolutions
- d) End date and time
- e) Recorded confidence level
- f) Stated integrity achieved
- g) Coordinate system/format
- h) Vertical Datum

- i) Classification (Routine critical essential) confidence level
- j) Accuracy

THE DATA PROVIDER shall provide the identified data items in Annex B in accordance with the specific criteria provided in Annex D

7.2 THE SERVICE PROVIDER shall provide THE DATA PROVIDER with the manuals/documents listed in Annex A(1) in hard and soft copies. It shall inform THE DATA PROVIDER on the aviation standards required in air operations as and when they are promulgated or when revised.

8 - Service level Indicators

8.1 The parties recognise the fact that the DATA PROVIDER have a specific mandate which emanates from the constitution. Consequently, the key performance indicators (KPI) that will be used to assess the performance of the agreed services shall be as per Annex C which shall operate as guidelines.

MANAGEMENT ELEMENTS

9 - LOA Lifecycle and Reporting

9.1 Any data forwarded to AIS in an incomplete state such that when published, it would either have no meaning or its use might compromise safety will be forwarded back to the originator.

10 - Notices

10.1 The Parties agree that all notices under this SLA shall, unless otherwise notified, be served on the following address:

If to DATA PROVIDER (Insert address)

If THE SERVICE PROVIDER (Insert address)

10.2 All notices shall be in writing and maybe delivered personally, by email facsimile courier or by registered mail.

11- Administration of the SLA

11.1 All rights remedies and powers conferred upon the Parties are cumulative and shall not be deemed to be exclusive of any other rights, remedies or powers now or subsequently conferred upon them by law or otherwise.

11.2 Should any term of this SLA be considered void or voidable under any applicable law, then such terms shall be severed or amended in such a manner as to render the remainder of this SLA valid or enforceable unless the whole object is therefore frustrated.

11.3 Nothing in this SLA shall be deemed to constitute a joint venture, partnership or relationship of agency or employment between Parties.

11.4 The Parties shall endeavour to keep each other informed on any material change in their working environment including technological change which may affect their working relationship.

11.5 The Parties, in recognition of the fact that they may not make provisions for all of the documentation and procedures that shall define their relationship hereby agree to from time to time after due consultation execute such documents that will be annexures to this SLA to supplement and be read as if they are schedules of this SLA.

11.6 The SLA shall constitute the entire agreement between the Parties with respect to the subject matter hereof, and shall supersede any and all prior agreements, representation or understanding between the Parties, whether written or oral.

12 - Entry into Effect, Duration, Termination, Amendment and Renewal

12.1 This agreement shall come into force immediately upon execution by both parties and shall remain in force until such a time as it is terminated in accordance with the terms of the SLA.

12.2 The terms of this SLA shall be as follows:

Start date:

End date:

12.3 Either Party may amend any part of or the SLA at any time by giving the other party advance notice provided such amendment does not affect obligations already committed to in accordance with the SLA.

12.4 Either party shall request for termination of the SLA citing reasons for the termination in good time.

12.5 Upon expiry of the SLA, the SLA shall be deemed to be in force until a new SLA is signed unless termination is effected as indicated above.

13 - Reviews

14.1 Reviews on the performance of the SLA and the scope of data to be provided shall be conducted as necessary to incorporate any new data requirements by the International Civil Aviation Organization (ICAO).

14.2 Either Party may review any part of the SLA at any time by giving the other party advance notice provided such review does not affect obligations already committed to in accordance with the SLA

IN WITNESS WHEREOF this SLA has been executed by the Parties as of the day and year first written

HEAD
DATA PROVIDER

Sign
Date

In the presence of

Sign.....
Date

HEAD OF
AISP

Sign.....
Date

In the presence of

Sign.....

Date.....

ANNEX A

REGULATORY ENVIRONMENT, CONVENTIONS AND DATA CATEGORIES

1. Regulatory Environment

1.1 The following documents contain the regulatory requirements for the provision of aeronautical data/information. These include:

- a) Applicable States Civil Aviation
- b) ICAO Doc 8126-Aeronautical Information Services Manual
- c) ICAO Doc 10066- Procedure for Air Navigation Services- Aeronautical Information Management (PANS-AIM)
- d) Annex 15
- e) Aerodrome certification manual-ICAO Doc 9774.

2. Conventions

Within this SLA, the following conventions are used:

- a) Co-coordinated Universal Time (UTC) as described in Annex 5 (Units of Measurement to be used in Air and Ground Operations)
- b) Procedures for writing the date and time in all-numeric form as in Annex 5 (Units of Measurement to be Used in Air and Ground Operations).
- c) Times expressed as a number of "Office hours" include business hours, Monday through Friday, excluding designated holidays.

3.. Data Categories

The following data classifications are used within this document:

Routine: There is a very low probability when using corrupted routine data that the continued safe flight and landing of an aircraft would be severely at risk with the potential for catastrophe.

Essential: There is a low probability when using corrupted essential data that the continued safe flight and landing of an aircraft would be severely at risk with the potential for catastrophe.

Critical: There is a high probability when using corrupted critical data that the continued safe flight and landing of an aircraft would be severely at risk with the potential for catastrophe.

ANNEX B

DATA TO BE PROVIDED

Data for AIP Publication

DATA TO BE PROVIDED FOR AIP PUBLICATION		
ITEM	Data Entity	Description

Service description for other data

OTHER DATA TO BE PROVIDED FOR NOTAM AND OR AIP SUP PUBLICATION
a)

ANNEX C

SERVICE LEVELS INDICATIONS

service levels indicators

<u>KPI</u>	<u>KPI Description</u>	<u>Assessment Method</u>	<u>Target</u>

ANNEX D

Timelines and Delivery Requirements

Criteria	Specifications
Timelines	
Delivery Requirements	
Format	