

AIRSERVICES AUSTRALIA  
FAC DATA (AVDATA) INTERFACE SPECIFICATION

**Commercial in Confidence**

**23 January 2017**

Released by Airservices Australia under the Freedom of Information Act 1982

## AVDATA - Data Report Specifications V4.0.doc

### 1 FAC DATA (AVDATA)

Interface Name	FAC Data (Avdata)
Source System	Charging System
Destination System	Airport Owners
Interface Type	Flat File

#### 1.1 INTERFACE PURPOSE

Avdata Pty Ltd, a company based in Canberra performs billing and collection services on behalf of various airports. All flights are selected based on the airports required at the time the report is run. Airports are added and removed on advice from Avdata.

- All flights that arrive at that airport
- Customer liable for charges (or that would have been liable if the flight was billable) If the customer is not able to be determined but the flight is complete in all other ways, then it is provided anyway. (May be the case if the flight is not actually billable by ASA)
- Includes all valid flights up to the end of the requested period end date that have not previously been sent. The period end date is the same for all airports and is specified by the end user when requesting the report. Corrections to previously sent flights are not sent in these files. If subsequent information comes to light which indicates that the flight or its information is incorrect there is no mechanism to pass an amendment onto the airport owner

#### 1.2 FREQUENCY

Files are generated daily.

#### 1.3 DELIVERY FORMAT

Files will be available from a secured web site that is accessible from the Airservices Australia public web site, and encrypted by HTTPS. Files will only be available after the user logs on with a valid username and password provided by Airservices Australia.

Files may also be retrieved via a command line or shell script.

#### 1.4 FILE NAME

The filename format is AVData\_ NNNN.TXT, where NNNN is a sequential number that increments with each report file (e.g.AVData\_6669.TXT).

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**1.5 FILE LAYOUT**

Each record is contained on one line.

Text field values are right space padded unless noted otherwise.

These are the record types in the sequence they appear in the file:

- D Operational Data record (zero or more entries)
- D\*END End of Operational Data records (always one entry)
- F Flight record (zero or more entries)
- F\*END End of Flights records (always 1 entry)
- \*EOF End of File (always 1 entry)

**1.5.1 Operational Data Records**

Field	Position	Length	Description
RECORD TYPE	1	1	Indicates whether this is a Data or Flight record, so it is always "D" for an operational data record.
DATA TYPE	2	2	Value is one of: "A " – Add – new record;  "CB" – Change Before - data before change made (can be used to double-check sequencing, but file names already indicate correct sequence, so this record may be safely ignored and its inclusion is being reviewed) - always followed by a CA record;  "CA" – Change After - data after change made i.e. these are the new values that should be used from now on - always follows a CB record;  "D " – Delete – delete the record with this record's ID, because it is obsolete.
Blank	4	6	Always 6 spaces
DATE	6	8	Date on which the operational data was changed.  Format YYYYMMDD, where YYYY = year MM = month (01 to 12) DD = day of month (01 to 31)
DATASET-TYPE	18	16	Operational data record type. One of: D_DEBTOR = Customer / Aircraft owner; M_APORT = Airport Location; M_ACRAFT_REG = Aircraft details; D LIABILITY = Aircraft / Customer liability.
DATASET	34	Varies	Dataset details. See sections 1.5.1.1 to 1.5.1.4.

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1.5.1.1 Dataset M\_ACRAFT\_REG

Field	Position	Length	Description
ACRAFT-REG-NBR	34	10	Aircraft registration number
ACRAFT-TYPE	44	4	Code for the type of aircraft
ACRAFT-DESC	48	20	Aircraft description
ACRAFT-MAX-TOW	68	6	Maximum take-off weight in kg (left zero padded)
Blank	74	4	Always 4 spaces

1.5.1.2 Dataset M\_APORT

Field	Position	Length	Description
APOINT	34	4	ICAO code of the airport
APOINT-AUS-FOR	38	2	A for Australian F for Foreign
Blank	40	4	Always 4 spaces
APOINT-LAT	44	7	Latitude in format DDMMSx, where DD=degrees MM=minutes SS=seconds x=S for South of equator, or x=N for North of equator. Whole field is blank (spaces) if not known.
Blank	51	1	Always single space character.
APOINT-LONG	52	8	Longitude in format DDDMMSSx, where DDD=degrees MM=minutes SS=seconds x=E for East of Greenwich, or x=W for West of Greenwich. Whole field is blank (spaces) if not known.
APOINT-NAME	60	20	Name of the airport
TIME-ZONE-CODE	80	50	Name of the time zone in which an Australian airspace airport is located. "UTC" for other locations.  See section 1.5.1.2.1.

1.5.1.2.1 Time Zone Code

Table 1 lists the names of time zones used in the TIME-ZONE-CODE field for airports located in Australian airspace, and their corresponding two character codes that used to be used. UTC will be assumed if unable to determine the actual time zone.

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**Table 1.** Time zone codes and corresponding historical equivalents

New TIME-ZONE-CODE Field Values	Old Code
Australia/Adelaide	CD
Australia/Broken Hill	CD
Australia/Darwin	CS
Australia/Brisbane	ES
Australia/Sydney	ED
Indian/Christmas	CH
Indian/Cocos	CO
Australia/Lord Howe	LH
Australia/Hobart	TD
Australia/Perth	WS
Pacific/Norfolk	OS
UTC	OS

1.5.1.3 Dataset D\_DEBTOR

Field	Position	Length	Description
DEBTOR-NBR	34	10	Customer ID in Airservices Australia's billing system. As used in DEBTOR-NBR field of D LIABILITY records.
Blank	44	28	Always 28 spaces
BILLING-ADR1	72	30	Address for billing, line 1
BILLING-ADR2	102	30	Address for billing, line 2
BILLING-ADR3	132	30	Address for billing, line 3
BILLING-POST	162	6	Postcode for billing
DEBTOR-NAME	168	30	Name of the debtor

1.5.1.4 Dataset D\_LIABILITY

Field	Position	Length	Description
ACRAFT-REG-NBR	34	10	Aircraft registration number
DEBTOR-NBR	44	10	Debtor number
LIABLE-FROM	54	12	Debtor is liable from this UTC date and time.  Format YYYYMMDDHHMM, where YYYY = year MM = month (01 to 12) DD = day of month (01 to 31) HH = hour of day (00 to 23) MM = minutes (00 to 59).
LIABLE-TO	66	12	Debtor is liable up to this UTC date and time.  Format YYYYMMDDHHMM, where

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			YYYY = year, MM = month (01 to 12), DD = day of month (01 to 31) HH = hour of day (00 to 23) MM = minutes (00 to 59).
Blank	78	2	Always 2 spaces

**1.5.2 End of Operational Data**

Field	Position	Length	Description
*END	2	4	Indicates end of operational data records. Always "*END".
PROG-ID	6	12	Name of report type. Right space padded. Always "FACDATA". N.B. 5 trailing spaces.
COUNT	18	6	Number of operational data records in the report file. Left zero padded.
DATE	24	8	The UTC date this FACDATA file was created.  Format YYYYMMDD, where YYYY = year MM = month (01 to 12) DD = day of month (01 to 31)
TIME	32	4	The UTC time this FACDATA file was created.  Format HHMM, where HH = hour of day (00 to 23) MM = minutes (00 to 59)

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**1.5.3 Flight Data**

Flight records occur after the “End of Operational Data” marker, and before the “End of Flights” marker. N.B. Only valid flights are ever provided.

Field	Position	Length	Description
RECORD-TYPE	1	1	Indicates whether this is a Data or Flight record, so it is always “F” for a flight record.
ICAO-CODE	2	4	ICAO code of report airport
SERVICE-TYPE	6	1	“T” for Tower, “F” for Flight
MOVEMENT-TYPE	7	1	** “A” for Arrival (TIME field will contain UTC arrival time at report airport) “D” for Departure (TIME field will contain UTC departure time from report airport)
LOCAL-DATE	8	8	The local arrival/departure date of the flight.  Format YYYYMMDD, where YYYY = year MM = month (01 to 12) DD = day of month (01 to 31)
FLIGHT-KEY	16	26	** Flight Key
AIRCRAFT-REG	42	10	Aircraft registration number
ACRAFT-TYPE	52	4	Aircraft type
FLIGHT-NBR	56	10	Flight number
CIRCUIT-TRAINING	66	2	Number of training circuits (touch-and-goes). 01 to 99 (left zero padded if less than 10). Blank (2 spaces) if not a training flight.
DEPARTURE-AIRPORT	68	4	ICAO code of the departure airport
TIME	72	4	Aircraft arrival or departure UTC time.  Flight arrival time is given if this flight is an arrival at the report airport; otherwise departure time.  Format HHMM, where

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			HH = hour of day (00 to 23) MM = minutes (00 to 59).
TIME-EA	76	2	Always "A ". N.B. 1 trailing space.
ARRIVAL-AIRPORT	78	4	ICAO code of the arrival airport.
Blank	82	24	Always 24 spaces
STATUS	106	2	Status of the flight.  One of: "EV" = Entered, Valid "M " = Military flight (it is also an entered and valid flight). N.B. 1 trailing space.
LANDINGS	108	2	Number of Landings
PIA	110	2	Number Of PIA's
OVERSHOOTS	112	2	Number Of Overshoots
Blank	114	33	Always 33 spaces

**NOTE: \*\* MOVEMENT-TYPE and FLIGHT-KEY together makes a Unique reference Record**

**1.5.4 End of Flight Records**

Field	Position	Length	Description
*END	2	4	End of flights records marker. Always "*END".
PROG-ID	6	12	Name of report type. Right space padded. Always "FACDATA ". N.B. 5 trailing spaces.
COUNT	18	6	Number of flight records in the report file.
DATE	24	8	The UTC date this FACDATA file was created.  Format YYYYMMDD, where YYYY = year MM = month (01 to 12) DD =day of month (01 to 31)
TIME	32	4	The UTC time this FACDATA file was created.  Format HHMM, where HH = hour of day (00 to 23) MM = minutes (00 to 59)

**1.5.5 End of FAC File**

Field	Position	Length	Description
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*EOF	1	4	End of file marker. Always "**EOF".
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Contract # \_\_\_\_\_



# FLIGHT BILLING DATA SUPPLY AGREEMENT

**AIRSERVICES AUSTRALIA**

**and**

**AvData Pty Ltd  
(Customer)**

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# Background

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- A Airservices Australia is a body corporate established by the Air Services Act 1995 (Cth) that provides a number of services and facilities for certain purposes including the purpose of Australia or another country giving effect to the Chicago Convention and purposes relating to the safety, regularity or efficiency of air navigation. Pursuant to the above Act, Airservices Australia may provide its services and facilities both within and outside Australian territory.
- B The Customer wants Airservices Australia to supply the Data.
- C Airservices Australia agrees to supply the Data on the terms and conditions of this agreement.

# Terms & conditions

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## 1. Definitions and interpretation

### 1.1 Definitions

In this agreement:

**Airport** means the Airport or Airports listed in Item 1A of Schedule 1.

**Airport Class** means the class applicable to the Airport, determined by the Average Aircraft Movements at the Airport, as set out in Schedule 3.

**Authorised User** means a Representative of the Customer who has been authorised to Use the Data by the Customer and has not had that authority revoked for any reason.

**Business Day** means a day which is not a Saturday, Sunday or bank or public holiday in the place where the Services are being performed.

**Claim** means any cause of action, allegation, claim, demand, debt, liability, suit or proceeding of any nature however arising and whether present or future, fixed or unascertained, actual or contingent or at law (including negligence), in equity, under statute or otherwise.

**Commencement Date** means the date specified in Item 3 of Schedule 1.  
s47E(d)

**Confidential Information** means all information relating to the business, technology, financial or other affairs of a party that:

- (a) is by its nature confidential;
- (b) is designated by that party as confidential; or
- (c) the other party knows or ought to know is confidential,

and includes the Data, but does not include Excluded Information.

**Control** means the possession directly or indirectly of the power to direct or cause the direction of the management and policies of an entity whether through voting shares, securities, control of the board of directors or otherwise.

**Customer** means the person specified in Item 1 of Schedule 1.

**Data** means the data described in Item 1 of Schedule 2.

**Data Portal** means the URL specified in Item 3 of Schedule 2.

**Defaulting Party** has the meaning given in clause 14.1.

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**Excluded Information** means information that:

- (a) is in or becomes part of the public domain other than through breach of this agreement or an obligation of confidence owed to the owner of the information;
- (b) was already known to the Recipient at the time of disclosure by the Disclosing Party (unless that knowledge arose from disclosure of information in breach of an obligation of confidentiality);
- (c) in the case of Airservices Australia, is required to be disclosed to its Minister, the parliament, a parliamentary committee or otherwise for its reporting and accountability requirements; or

the Recipient acquires from another source entitled to disclose it.

**GST** has the same meaning as in the GST Law.

**GST Law** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Harmful Code** means any form of harmful or surreptitious code or other contaminants, including commands, instructions, devices, techniques, bugs, web bugs, software locks, software keys, automatics, random expiry dates, trojan horses, spyware or adware.

**Initial Subscription** means the period outlined in clause 2.2(a).

**Implied Terms** means terms implied by consumer protection legislation into contracts for the supply of certain goods and services that cannot be excluded.

**Insolvent** means being an insolvent under administration or insolvent (each as defined in the Corporations Act 2001 (Cth)) or having a controller (as defined in the Corporations Act 2001(Cth)) appointed, or being in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration, wound up, bankrupt, subject to a sequestration order, subject to any arrangement, assignment or composition, protected from creditors under any statute, dissolved (other than to carry out a reconstruction while solvent) or being otherwise unable to pay debts when they fall due or having something with the same or similar effect happen under the laws of any jurisdiction.

**Intellectual Property Rights** means:

- (a) all rights in copyright, trade marks (including service marks), trade and service names, designs, circuit layouts, patents, inventions, discoveries and rights of confidence; and
- (b) all other rights or forms of protection of a similar nature or having similar or equivalent effect to any of them, whether under international convention or otherwise,

that may subsist anywhere in the world, whether current or future or registered (including applications for any of the above) or unregistered.

**Laws** means all applicable Acts, ordinances, regulations, by-laws and other subordinate legislation as amended from time to time.

**Licence** means the licence to use the Data granted by Airservices Australia to the Customer under clause 4.2.

**Loss** means all direct loss, damage, liability, cost or expense (including legal expenses on a full indemnity basis) of any kind suffered or incurred and includes any loss, damage, liability, cost or expense agreed to be paid by way of settlement or compromise.

**Material** includes any data (including the Data), information and other documents (including electronic documents) and Software.

**Moral Rights** means the right of attribution of authorship, the right not to have authorship falsely attributed, and the right of integrity of authorship as conferred by law, including those conferred by the *Copyright Act 1968* (Cth).

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**Personal Information** has the meaning given to that term in the Privacy Act.

**Privacy Act** means the *Privacy Act 1988* (Cth).

**Records** means any record, account, financial material and other material relevant to the performance of this agreement, however and wherever stored or located, under the Customer's or its subcontractors' custody, possession or control.

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**Representative** of a party includes an employee, agent, officer, director, auditor, adviser, partner, consultant, joint venturer or subcontractor of that party, and, in the case of the Customer, includes an Authorised User.

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**Support Hours** means 9:00am to 5:00pm Canberra time Monday to Friday, excluding public holidays in the Australian Capital Territory.

**Tax** includes:

- (a) any tax, withholding tax, charge, rate, duty (including stamp duty and customs duty), impost, excise, tax by whatever name called and whether Australian, foreign, state, municipal, provincial, county or local (including GST unless the context requires otherwise); and
- (b) any interest, charge, penalty, fee, fine or other amount of any kind assessed, charged or imposed on or in respect of the above.

**Tax Invoice** has the same meaning as in the GST Law.

**Term** means the period specified in clause 2.

**Terminating Party** has the meaning given in clause 14.1.

**Third Party IPR Claim** means any Claim by a third party (including the Customer's Representatives) that the Customers' or its Representatives' Use of the Data, or Third Party Material infringes the third party's Intellectual Property Rights or Moral Rights.

**Third Party Material** means Material owned by, or licensed to, a third party independently of this agreement that Airservices Australia is sublicensing to the Customer as part of the Services.

**Unauthorised Use** includes any access, copying, storage, Enhancements, distribution, resupply, s47E(d), exploitation or any other use of the Data, by the Customer or any other person that is not expressly authorised by this agreement.

**Use** means access, download, distribute, use, copy, print, reproduce in any form, and store, all for the purposes expressly permitted in this agreement.

**Year** means the period from 1 July to 30 June.

## 1.2

### Interpretation

In this agreement:

- (a) words in the singular include the plural and vice versa;
- (b) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (c) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

- (d) if the date on or by which any act must be done under this document is not a Business Day, the act must be done on or by the next Business Day;
- (e) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded;
- (f) the verb "include" (in all its parts, tenses and variants) is not used as, nor is it to be interpreted as, a word of limitation;
- (g) headings are inserted for convenience and do not affect the interpretation of this agreement;
- (h) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it; and a reference to:
  - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority and (as the case may be) the person's legal personal representatives, successors, assigns and persons substituted by novation;
  - (ii) an Act or "law" includes legislation, regulations and other subordinate laws and any modifications or replacements of them;
  - (iii) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
  - (iv) a right includes a benefit, remedy, discretion or power;
  - (v) time is to local time in the place where Airservices Australia's contact person in Item 2 of Schedule 1 is located;
  - (vi) "\$" or "dollars" is a reference to Australian currency;
  - (vii) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties;
  - (viii) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions; and
  - (ix) this agreement includes all schedules and annexures to it.

## 2. Term

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The term of this Agreement starts on the Commencement Date and continues:

- (a) for 12 months after Airservices Australia initially supplies the Data to the Customer (**Initial Subscription**); or
  - (b) if the Subscription is renewed in accordance with clause 5.3, until the expiry of the relevant Renewed Subscription,
- unless terminated earlier in accordance with this Agreement (the **Term**)

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## **4. Use of Data by the Customer**

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### **4.1 Ownership of Data**

The Customer acknowledges and agrees that:

- (a) subject to any interest held by third parties in Third Party Material, all right, title and interest (including all Intellectual Property Rights) subsisting in the Data from time to time, remains vested in Airservices Australia;
- (b) Airservices Australia providing access to the Data to the Customer under this agreement does not constitute a transfer or assignment of title to, or property in, the Data.

### **4.2 Grant of Licence**

Airservices Australia grants the Customer a non-exclusive, non-transferable, revocable licence to Use the Data (and any incorporated Third Party Material) solely for the Permitted Purpose and subject at all times to the conditions specified in this agreement.

### **4.3 No Sublicensing**

The Customer agrees that the Licence and Intellectual Property Rights granted in accordance with this clause 4 do not include a right to sublicense the Data.

### **4.4 No Enhancements**

The Customer may only Enhance the Data for the Permitted Purpose.

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### **4.6 Expiry of Licence**

The Licence granted under clause 4.2 will commence on the Commencement Date and will continue until the earlier of the:

- (a) expiry of the Term;
- (b) date the Licence is revoked in accordance with this agreement.

### **4.7 No Release of Data**

- (a) Except to the extent expressly permitted under this agreement, the Customer must not release any Data to the public or a third party.
- (b) This clause 4.7 (a) does not apply to the extent the Customer is acting as an agent for Airport Operators and needs to release the Data to those Airport Operators.
- (c) Where the Customer releases Data in any form that may come within the public domain, that information must;
  - (i) be in aggregate form only; and

- (ii) not refer in any way to the Data of a particular aircraft operator, certificate of registration holder, debtor, or aircraft, or otherwise include any information that can be used to identify an aircraft.

#### 4.8 Moral Rights

- (a) The Licence granted to the Customer does not include or constitute consent to the infringement of any Moral Rights. The Customer must not commit any act which constitutes an infringement of an author's Moral Rights, except where that author has given a Moral Rights consent that meets the requirements of the *Copyright Act 1968* (Cth).
- (b) The Customer must ensure that its Use of the Data (and any Enhancements that may have been carried out in breach of this agreement) do not infringe the Moral Rights of any person.
- (c) The Customer must seek Moral Rights consents, where required.

#### 4.9 Third party rights

- (a) The Licence is subject to any conditions or limitations of third parties notified by Airservices Australia to the Customer, and the Customer must comply with these conditions or limitations at all times.
- (b) Each party will notify the other party immediately of any Third Party IPR Claim of which it becomes aware.
- (c) If any Third Party IPR Claim is made, the Customer will at its own expense and without delay modify its Use of the Data (in a way that does not adversely affect Airservices Australia's use of the Third Party Material or breach this agreement) so that it becomes non-infringing.

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#### 4.10 Reservation of rights

Airservices Australia reserves all rights in the Data (and any Enhancement, distribution, exploitation or s47E(d) of the Data that may have been carried out in breach of this agreement) that are not expressly granted in clause 4.2.

#### 4.11 Revocation of Licence

- (a) If at any time Airservices Australia reasonably considers that the Data is being used for an Unauthorised Use or that the Data is being Enhanced or s47E(d) or released in breach of this agreement, or where otherwise permitted under this agreement, Airservices Australia may:
  - (i) direct the Customer in writing to show cause why its Licence should not be revoked, and the Customer must show cause in writing within 10 Business Days of the notice why its Licence should not be revoked; and/or
  - (ii) whether or not a notice to show cause has been issued under clause 4.11(a)(i), advise the Customer in writing that its Licence has been revoked, in which case the

Customer's Licence will be revoked with no further action required by Airservices Australia and with immediate effect from the date the written notice was issued by Airservices Australia under this clause 4.11(a)(ii).

- (b) If the Customer's Licence is revoked under this clause 4.11, Airservices Australia will revoke the Customer's login ID and password to the Data Portal and the provisions of clause 14.1 will apply.

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## 6. Payment

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### 6.1 Invoices

- (a) Airservices Australia will invoice the Customer the s47E(d) s47E(d) for the supply and access to the Data monthly in arrears.
- (b) Invoices will be addressed to the address for invoices in Item 1 of Schedule 1.
- (c) Invoices will be in the form of a valid Tax Invoice.

### 6.2 Timing

The Customer will pay Airservices Australia the s47E(d) specified in Item 5 of Schedule 1 by the payment method specified in the invoice from Airservices Australia within 20 Business Days of invoice receipt.

### 6.3 GST inclusive

The s47E(d) specified in Item 5 of Schedule 1 is inclusive of GST.

### 6.4 Taxes

Unless expressly specified otherwise (for example in relation to GST):

- (a) all amounts payable, consideration provided or monetary limits in this agreement are exclusive of any Taxes; and
- (b) the Customer agrees to pay all Taxes arising in respect of this agreement (other than Taxes arising in respect of any gain made by Airservices Australia under this agreement).

### 6.5 Withholding Tax

If the Customer is required by law to deduct or withhold from any payment made to Airservices Australia an amount on account of any Tax so that Airservices Australia would not receive the full amount of the payment for its own benefit on the due date for payment then:

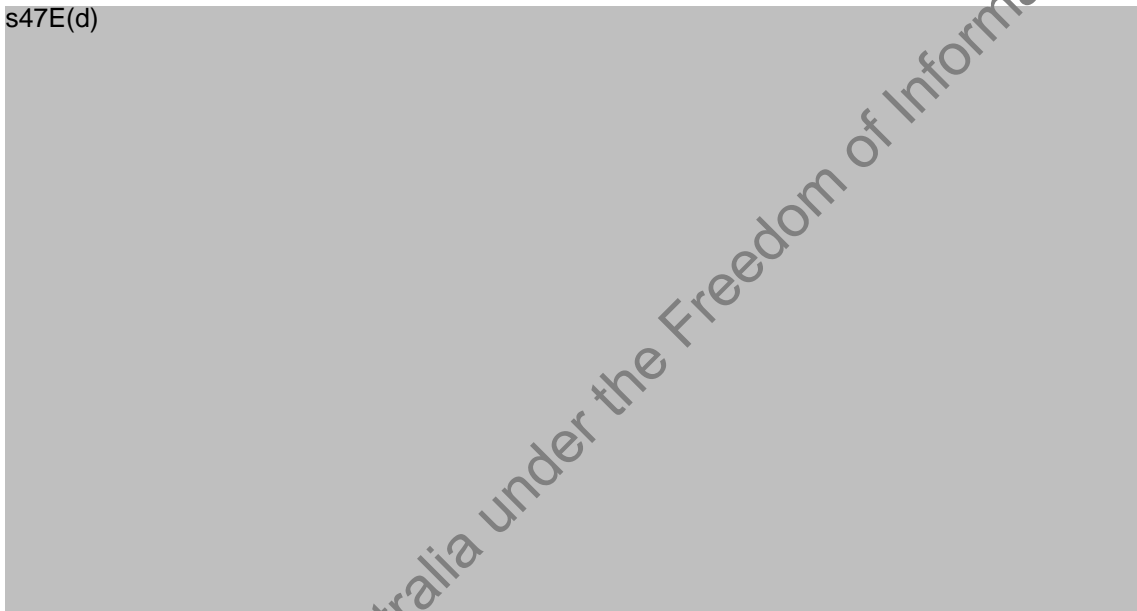
- (a) the Customer will:
  - (i) make the required deduction or withholding;
  - (ii) pay the appropriate Government agency the full amount of that deduction or withholding in accordance with the relevant law;
  - (iii) deliver to Airservices Australia the receipt for that payment; and

- (b) the amount required to be paid by the Customer to Airservices Australia under this agreement will be increased so that after the deduction or withholding is made Airservices Australia still receives the full amount which it would have received had no deduction or withholding been made.

## 6.6 Tax changes

If any Tax is varied, repealed or introduced which materially affects the payments made under this agreement the parties may negotiate in good faith the impact of any such Tax change on the agreement. If they reach agreement the parties may vary the agreement in accordance with clause 19.5 to equitably adjust any payments under this agreement. In doing so the parties will take into account industry standards about the application of the change in transactions of a similar nature and scale to this agreement.

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## 6.8 Set off

- (a) Any payment or debt owed by the Customer to Airservices Australia under this agreement may be deducted or set off against amounts payable by Airservices Australia to the Customer under this agreement.
- (b) Airservices Australia will give the Customer notice of all deductions or set-offs under clause 6.8(a) when paying the relevant invoice.
- (c) Any deduction or set off will not prevent Airservices Australia from recovering the balance of the payment or debt owed by the Customer.

## 6.9 Licence may be revoked where failure to make payment

- (a) If the Customer does not make payment in respect of an invoice within 40 Business Days after receipt of the invoice, and without limiting its rights under clauses 6.7 and 6.8, Airservices Australia may issue a reminder notice to the Customer.
- (b) If the Customer still does not make payment within 5 Business Days of receipt of the reminder notice, Airservices Australia may revoke the Licence by notice in writing to the Customer, in which

case the Customer's Licence will be revoked with no further action required by Airservices Australia and with immediate effect from the date the written notice was issued by Airservices Australia.

- (c) If the Customer's Licence is revoked under this clause 6.9, Airservices Australia will revoke the Customer's login ID and password to the Data Portal and the provisions of clause 14.1 will apply.

## **7. Customer Obligations**

### **7.1 General obligations**

- (a) The Customer agrees that it will:
  - (i) maintain the accuracy and integrity of the Data when using the Data;
  - (ii) where it becomes aware of, or suspects, an error in the Data, notify Airservices Australia as soon as it is reasonably able of the error or the suspected error;
  - (iii) not do or omit to do, or cause or authorise the doing or omission of, anything in connection with the Data, which may adversely affect or jeopardise in any way, safe air navigation or air safety generally;
  - (iv) immediately report to Airservices Australia anything done or omitted to be done, or caused or authorised by the Customer in connection with the Data which may adversely affect or jeopardise, in any way, safe air navigation or air safety generally; and
  - (v) comply with all requirements imposed by Law in relation to the Data.
- (b) The Customer must inform Airservices Australia as soon as possible of any matter in connection with this agreement which, in the opinion of the Customer, could affect safe air navigation or air safety generally.
- (c) The Customer must and must ensure that its Representatives, if requested by Airservices Australia, comply with all reasonable directions issued by Airservices Australia in relation to the Data.

### **7.2 Accessing the Data**

- (a) The Customer acknowledges and agrees that it is the Customer's responsibility to access and download the Data, including regularly checking for and downloading the most current Data.
- (b) The Customer agrees that Airservices Australia gives no warranty and makes no representations that the Data will be available via the Data Portal at all times.
- (c) The Customer acknowledges and agrees that to access the Data, the Customer is required to supply its own computer and all necessary equipment and must ensure that the computer and equipment are capable of accessing Airservices Australia's network and equipment, the Data Portal, and the Data.

- (d) The Customer agrees that Airservices Australia is not responsible for:
- (i) the operation of any computer system, communication system, software or ancillary equipment used by the Customer to access the Data Portal;
  - (ii) any delays, errors, inaccuracies or omissions due to a failure or incompatibility in or between a computer system, communication system, software, the Data Portal or ancillary equipment, or other circumstances beyond Airservices Australia's direct control; or
  - (iii) any Loss associated with transmission of Harmful Code.
- (e) The Customer's login ID and password for accessing the Data through the Data Portal are personal to it. The Customer agrees to:
- (i) not use its login ID and password as the means for providing access to the Data to anyone other than an Authorised User;
  - (ii) protect its login ID and password from being lost, stolen or disclosed to any third party (including any person, organisation or Representative other than Authorised Users);
  - (iii) ensure that its Authorised Users are subject to appropriate security checks and to revoke the access of an Authorised User to the Data immediately the Customer becomes aware of any fact, matter, or circumstance (including as may be advised by Airservices Australia) that may affect the ability of the Authorised User or the Customer to Use the Data in accordance with this agreement;
  - (iv) not record or provide its login ID or password electronically or physically in a manner that will allow someone other than an Authorised User to obtain or use it; and
  - (v) advise Airservices Australia as soon as it suspects that someone who is not an Authorised User knows its login ID or password, or if the login ID or password has been lost or stolen.

### 7.3 Contents of the Data

Airservices Australia does not guarantee that the Data is free from errors, and does not warrant the quality, performance or suitability of the Data for any purpose. Accordingly:

- (a) the Customer assumes responsibility for selection of the Data to achieve any intended results, and for its use; and
- (b) the Customer assumes responsibility for the interpretation of any results obtained from use of the Data, and must exercise all appropriate precautions before placing reliance on those results.

### 7.4 Unauthorised Use of the Data

- (a) The Customer is responsible for ensuring that there is no Unauthorised Use of the Data. If the Customer becomes aware of any Unauthorised Use it must immediately notify Airservices

Australia about the Unauthorised Use, take all reasonable steps to prevent further Unauthorised Use, including through the use of appropriate supervision, control and security measures, and cooperate with Airservices Australia to prevent further Unauthorised Use.

- (b) Any Unauthorised Use of the Data by the Customer or its Representatives will entitle Airservices Australia to:
  - (i) terminate this agreement, under clause 14.1;
  - (ii) revoke the Licence, under clause 4.11; and/or
  - (iii) without limiting its other rights under this agreement, take such action against the Customer or its Representatives as it considers necessary, including proceedings seeking injunctive relief and/or compensation for infringement of its rights and/or breach of contract.

## **7.5 Additional obligations to comply with**

The Customer must comply with any additional obligations specified in Item 4 of Schedule 1.

## **7.6 Conflicts of interest**

- (a) The Customer warrants that at the date of signing this agreement neither it, nor any of its Representatives, has an actual or perceived conflict of interest that may affect the Use of the Data in accordance with this agreement.
- (b) The Customer must use its best endeavours (including making all appropriate enquiries at its expense) during the Term to ensure that:
  - (i) a situation does not arise which may result in a conflict of interest, and
  - (ii) any Representative of the Customer does not engage in any activity or obtain any interests likely to conflict with or restrict the Customer in performing its obligations fairly and independently under this agreement,and if any such situation arises or is likely to arise, the Customer must immediately (and at its expense) take all action that may be necessary to resolve that situation to ensure that the Customer can continue to perform its obligations under this agreement.

# **8. Airservices Australia Obligations**

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## **8.1 Quality and delivery**

Airservices Australia agrees to:

- (a) subject to clause 7, use its reasonable endeavours to maintain the quality, accuracy and currency of the Data;
- (b) upload the data to the Data Portal by 10:00am Canberra time in accordance with the specifications in Item 2 of Schedule 2 or provide to the Customer the latest update of the Data at a time and manner otherwise agreed to by the parties; and

- (c) provide the Contact Person listed at Item 1 of Schedule 1 with a username and password, where this is required in order for the Customer to access the Data through the Data Portal.

## **8.2 Support**

Airservices Australia agrees to provide reasonable access via telephone and e-mail to Airservices Australia's staff to assist the Customer in the resolution of quality and other technical issues experienced by the Customer during Support Hours only.

# **9. Confidential Information and privacy**

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## **9.1 Use and transfer of Confidential Information**

- (a) Each party must not (except with the written consent of the other party) use the Confidential Information of the other party except in performing its obligations or exercising its rights under this agreement.
- (b) Each party agrees not to transfer any of the other party's Confidential Information outside Australia, or to allow persons outside Australia to have access to it, without the other party's prior written approval.

## **9.2 Disclosure of Confidential Information**

No Confidential Information of one party may be disclosed by the other party to any person without the written consent of the first party except where that Confidential Information:

- (a) is disclosed by the party to its advisers or Representatives in order to comply with its obligations, or to exercise its rights, under this agreement;
- (b) is disclosed by Airservices Australia to its responsible Minister, in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia or otherwise for its reporting and accountability requirements;
- (c) is shared by Airservices Australia within its organisation, or with another Australian Government agency;
- (d) is authorised or required by the rules of a stock exchange to be disclosed; or
- (e) is authorised or required by law, including under this agreement, to be disclosed.

## **9.3 Obligations on disclosure**

Where a party discloses Confidential Information to another person under clauses 9.1 or 9.2 that party will:

- (a) notify the receiving party that the information is Confidential Information; and
- (b) if disclosure is under clauses 9.2(a) or 9.2(c), not provide the information unless the receiving party agrees to keep the information confidential.

#### 9.4 Return of Confidential Information

A party which has received Confidential Information from the other party under this agreement must, on the request of the disclosing party, immediately deliver to that party all documents or other Materials containing or referring to that information which are in the possession, power or control of it or persons who have received Confidential Information from it under clause 9.1 or clause 9.2, or otherwise deal with those documents or that Material as reasonably requested by the disclosing party.

#### 9.5 Survival

The Confidential Information obligations in this clause survive termination or expiry of this agreement and will continue until:

- (a) the Disclosing Party notifies the Recipient in writing that the Confidential Information is no longer to be treated as Confidential Information; or
- (b) this agreement is superseded by another agreement between the parties covering the same Confidential Information.

#### 9.6 Privacy

- (a) Where the Customer deals with Personal Information under or in relation to this Agreement, the Customer must:
  - (i) to use or disclose Personal Information accessed from the Data Portal or contained within the Data, only in accordance with this Agreement;
  - (ii) not do any act or engage in any practice that would breach an Australian Privacy Principle under the Privacy Act if done or engaged in by Airservices and must not do or omit to do anything that causes Airservices to be in breach of an Australian Privacy Principle;
  - (iii) if the Customer becomes aware of any infringement or possible or alleged infringement of its obligations under this clause 9.6, or the corresponding obligations of any of its Representatives, the Customer must notify Airservices immediately and comply with any reasonable directions from Airservices with respect to remedying that infringement.
  - (iv) comply with any directions, guidelines, determinations or recommendations issued by Airservices Australia or the relevant Information Officer to the extent that they are not inconsistent with the requirements of this Schedule; and
  - (v) ensure that any employee of the Customer who is required to deal with Personal Information for the purposes of this Agreement is made aware of the obligations of the Customer set out in this Agreement.
- (b) In addition to these obligations, the Customer will comply with any applicable requirements of the Australian Privacy Principles applicable to the Customer under the Privacy Act.

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## 9.7 Notification of infringement

If the Customer becomes aware of any infringement or alleged infringement of its obligations under this clause, or the corresponding obligations of any of its Representatives, the Customer must:

- (a) notify Airservices Australia immediately; and
- (b) comply with any reasonable directions from Airservices Australia with respect to remedying that infringement.

## 10. Contract management

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- (a) The parties' respective contact persons specified in Items 1 and 2 of Schedule 1 or their nominees will represent the parties for the day to day purposes of this agreement. Any communication made by a party to the representative of the other in accordance with clause 10 will be deemed to have been delivered to that party.
- (b) Airservices Australia is not required to do any work outside the scope of this agreement unless the parties agree in writing.

## 11. Records and audit

---

### 11.1 Records

The Customer must keep full, complete and accurate books of account and records covering:

- (a) all transactions relating to the subject matter of this agreement; and
- (b) without limiting clause 11.1(a), the Use of the Data.

### 11.2 Audit and inspection

- (a) During the Term and for seven years after the end of the Term, the Customer must maintain proper business and accounting records relating to:
  - (i) the Customer's Use of the Data (including by any of its Representatives); and
  - (ii) details of any Enhancement.
- (b) The Customer must allow Airservices Australia or its authorised representative to inspect those records and any other records relevant to the performance of the Customer's obligations under this Agreement to ascertain compliance with this Agreement when requested subject to Airservices Australia only being permitted to request such an audit once per year

## 12. Warranties and indemnities

---

### 12.1 Customer warranties

The Customer warrants that:

- (a) if it is a trustee, it enters this agreement personally and in its capacity as trustee and warrants that it has the power to perform its obligations under this agreement;
- (b) it is authorised to enter into this agreement;
- (c) all actions necessary for the authorisation, execution and performance of this agreement have been duly taken; and
- (d) there are no limitations or restrictions, legal or otherwise, that bind or otherwise affect it, that will prevent it from giving full force and effect to the rights granted or promises or assurance given in this agreement.

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## 14. Termination

---

### 14.1 For default

A party ("**Terminating Party**") may terminate this agreement at any time by notice to the other ("**Defaulting Party**") with immediate effect from the date of the notice if the Defaulting Party:

- (a) in the case of the Customer, is Using (or Airservices Australia reasonably believes that the Customer is Using), the Data for other than a Permitted Purpose, and the Customer fails to cease using the Data in that way within 10 Business Days of receiving notice from Airservices Australia to do so;
- (b) has its Licence revoked under clause 4.11, 6.9, 7.4 or any other clause of this agreement and Airservices Australia does not subsequently reinstate the Licence (which reinstatement may be on certain terms and conditions imposed by Airservices Australia);
- (c) breaches any provision of this agreement and fails to remedy the breach within 20 Business Days of receiving notice from the Terminating Party to do so;
- (d) undergoes a change of Control;
- (e) becomes Insolvent; or
- (f) has been unable to perform for more than 3 months because of an unavoidable delay under clause 18.

## 14.2 Without default

- (a) Either party may terminate this agreement at any time on 3 months' notice in writing to the other party.
- (b) Notwithstanding clause 14.2(a), Airservices Australia may, at any time, by notice, terminate this agreement, for a machinery of government change or where Airservices Australia considers at its absolute discretion that the Customer has done or omitted to do, or caused or authorised to be done or omitted, anything in connection with the Data which may adversely affect or jeopardise, in any way, Airservices' reputation.

## 14.3 Consequences of expiry and termination generally

On expiry of this agreement or termination (irrespective of the basis of termination):

- (a) to the extent that there are amounts due and/or payable to Airservices Australia by the Customer under this agreement, the Customer must pay Airservices Australia those amounts within 5 Business Days of termination;
- (b) Airservices Australia will revoke the Customer's access to the Data through the Data Portal, including its login ID and password; and
- (c) the Licence is revoked as at the effective termination or expiry date (if it has not already been revoked under a separate provision of this agreement), and the Customer must cease all Use of the Data, and procure that all Use of the Data by its Representatives ceases immediately;
- (d) the Customer must either:
  - (i) return to Airservices Australia; or
  - (ii) destroy,

and if requested by Airservices Australia, provide a written certification confirming such return or destruction of any Material given or made available by Airservices Australia in connection with this agreement (including all copies of the Data in the possession, power or control of the Customer). For the avoidance of doubt, this requirement does not extend to Data that has been integrated into the Customer's billing and financial systems.

- (e) If the agreement is terminated under clause 14.1, the Customer will not be entitled to Claim any compensation or damages or Loss in connection with the termination.

## 15. Notices

---

### 15.1 Requirements

A notice or any other communication in connection with this agreement will be in writing and marked for the attention of the person noted in Item 1 of Schedule 1 (if the communication is to the Customer) or Item 2 of Schedule 1 (if the communication is to Airservices Australia) and either:

- (a) left at the address of the addressee;
- (b) sent by post to the postal address of the addressee;

- (c) as long as the communication is not made under clause 2, 4, 5, 6.8, 9, 14 or 17, by email to the email address of the addressee in Items 1 or 2 of Schedule 1 (as relevant); or
- (d) if the communication is made under clause 2, 4, 5, 6.8, 9, 14 or 17, by email to the email address of the addressee in Items 1 or 2 of Schedule 1 (as relevant) then sent as soon as practicable by post to the postal address of the addressee.

## 15.2 When received

A communication is taken to be received:

- (a) if hand delivered, on delivery;
- (b) in posted, on the third day after posting (or if posted from a place outside Australia, on the seventh day after posting);
- (c) subject to clause 15.2(d), in the case of email:
  - (i) if the sending party receives a communication confirming that the email has been properly delivered to a system from which the addressee can receive it, at that time that communication is received; or
  - (ii) if, within 2 hours of the message having been sent:
    - (A) no such communication is received; and
    - (B) no message is received by the sending party informing that party that the message has not been received,at the end of this time; or
- (d) if the communication is under clause 15.1(d), on the third day after posting (or if posted from a place outside Australia, on the seventh day after posting) and not, for the avoidance of doubt, when the email under that clause was sent and/or received.

## 15.3 When given

If a communication is given:

- (a) after 5.00pm in the place of receipt; or
- (b) on a day that is not a Business Day in the place of receipt, it is taken as having been given at 9.00am on the next day that is a Business Day in that place.

## 16. Applicable law

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This agreement is governed by and is to be construed in accordance with the laws applicable in the Australian Capital Territory and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the Australian Capital Territory and its courts of appeal.

## **17. Dispute resolution**

---

### **17.1 Agreed procedure**

If there is a dispute in connection with this agreement the parties will take the steps set out in this clause 17 to seek to resolve the dispute before taking legal proceedings.

### **17.2 Notice**

If a party believes a dispute has arisen in connection with this agreement that party must give written notice to the other party, adequately identifying and providing details of the dispute.

### **17.3 Escalation**

On receipt of a dispute notice the parties must use their best efforts to resolve the dispute without delay, including by escalating the dispute to senior management if necessary.

### **17.4 Meeting**

If those efforts described in clause 17.3 are unsuccessful then, no later than 5 Business Days after the dispute notice is received, the parties must meet in person at an agreed time and place in order to discuss the dispute in an attempt to resolve the dispute by negotiation.

### **17.5 Default meeting time or place**

If no time or place is agreed for a meeting pursuant to clause 17.4, the parties will meet at 2.00pm on the day 10 Business Days after receipt of the dispute notice at Level 6, Alan Woods Building, Constitution Avenue, in Canberra.

### **17.6 Authority to resolve**

Each party will be represented at the meeting by a person with authority to resolve the dispute.

### **17.7 Confidentiality and costs**

- (a) Any information or documents disclosed by a party under this clause 17:
  - (i) must be kept confidential; and
  - (ii) may only be used to attempt to resolve the dispute.
- (b) Each party must pay its own costs of complying with this clause 17.

### **17.8 Scope**

This dispute resolution procedure does not prevent a party from applying to a court for urgent interlocutory relief or any relief to protect Intellectual Property Rights.

### **17.9 Exclusions**

This dispute resolution procedure does not apply to any dispute in relation to a set off under clause 6.8 or termination of this agreement by Airservices Australia under clause 14.2.

## 18. Unavoidable delay

---

A party is not liable for any delay or failure to perform its obligations under this agreement if:

- (a) the delay or failure is caused by an event beyond the non-performing party's reasonable control (including war, terrorism, natural disaster or labour dispute not solely involving its Representatives); and
- (b) it notifies the other party of the event beyond its reasonable control as soon as it becomes aware of it.

## 19. Miscellaneous

---

### 19.1 Power

Each party warrants to the other that:

- (a) it has the power, authority, capacity and contractual arrangements in place to execute this agreement and to lawfully perform and comply with their obligations fully; and
- (b) all actions necessary for the authorisation, execution and performance of this agreement have been duly taken.

### 19.2 Entire agreement

This agreement constitutes the entire agreement of the parties about their subject matter. Any prior agreement, undertakings and negotiations on that subject matter cease to have any effect.

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### 19.4 Assignment of rights

- (a) The Customer may not assign any of its rights under this agreement without Airservices Australia's prior written consent. A change in Control is deemed to be an assignment.
- (b) Notwithstanding any other provisions of this agreement the consent of the Customer is not required with respect to any assignment or transfer of this agreement associated with or arising out of any organisational re-arrangement of any kind by or in connection with:
  - (i) any restructure (including but not limited to corporatisation or creation of any subsidiary) of Airservices Australia or any part of Airservices Australia;
  - (ii) all or part of Airservices Australia becoming part of any other Commonwealth agency or authority; or
  - (iii) a change in the functions, the undertaking of any services or facilities that Airservices Australia may perform or a change in any legislation relating to Airservices Australia,

and Airservices Australia may, at its discretion by notice to the Customer assign, novate or transfer this agreement in connection with any such re-arrangement.

#### **19.5 Varying the agreement**

Except in respect of an increase to the s47E(d) as provided in clause 5.1(b), this agreement may only be varied if the parties execute a written variation.

#### **19.6 Waiver**

A provision of, or a right created under, this agreement may not be waived except in writing signed by the party or parties to be bound.

#### **19.7 Exercising rights**

- (a) A party may exercise a right at its complete discretion, whether separately or concurrently with any other right.
- (b) A single or partial exercise of a right including waiver does not prevent a further exercise of that or of any other right.
- (c) Failure by a party to exercise or delay in exercising a right does not prevent its exercise.

#### **19.8 Consents**

Where this agreement provides for a party's consent to something occurring or approval of something, that consent or approval may be granted, withheld, or conditions applied to it, in the party's complete discretion, unless the provision states that consent or approval will not be unreasonably withheld.

#### **19.9 Rights cumulative**

Except as expressly stated otherwise in this agreement, the rights of a party under this agreement are cumulative and are in addition to any other rights of that party.

#### **19.10 Prompt performance**

If there is a time for performance of an obligation under this agreement, the performing party agrees to perform by the time specified. Each party agrees to perform all other obligations promptly.

#### **19.11 Duty to mitigate**

Each party must do all things reasonably possible to mitigate all Losses arising out of or in connection with any breach or termination of this agreement or subcontracts under it.

#### **19.12 Further steps**

Each party must promptly do whatever any other party reasonably requires of it to give effect to this agreement and to perform its obligations under it, including assisting with rights against third parties.

#### **19.13 Indemnities continue**

Any indemnities in this agreement are independent from the other obligations in this agreement and continue after its termination or expiry. A party does not need to incur an expense or make any payment before enforcing a right of indemnity under this agreement.

**19.14 Costs**

Each party will bear its own costs of entering into this agreement.

**19.15 Counterparts**

This agreement may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

**19.16 Inconsistent terms**

If there is any inconsistency between the provisions of this agreement, the provision in the higher ranked document listed below will prevail to the extent of the inconsistency:

- (a) the terms and conditions;
- (b) the schedules (and as between them, in the order they appear);  
and
- (c) any document incorporated by reference.

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# Execution page

**SIGNED** as authorised representative  
for **Airservices Australia**

In the presence of

s47F  
[Redacted Signature]

s47F  
Digitally signed by  
s47F  
Date: 2023.07.10  
17:23:29 +10'00'

Digitally signed by  
s47F  
Date: 2023.07.10  
16:56:09 +10'00'

Name of witness (block letters)

Date

**EXECUTED** by **AvData Pty Ltd** ABN  
25 008 556 723 in accordance with  
section 127 of the Corporations Act

s47F  
[Redacted Signature]

Signature of director

Signature of director/company  
secretary/sole director and sole  
company secretary\*  
\*delete whichever is not applicable

s47F  
[Redacted Signature]

Name of director (block letters)

Name of director/company  
secretary/sole director and sole  
company secretary\*  
(block letters)  
\*delete whichever is not applicable

05/07/2023

Date

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# Schedule 1: Agreement details

## Item 1 The Customer

<b>Name</b>	AvData Pty Ltd ABN 25 008 556 723		
<b>Address</b>	Unit 9C, 189 Flemington Road, Mitchell, ACT 2911 (Notices and invoices will be sent to this address)		
<b>Contact person</b>	s47F		
	Tel: 02 6262 8111	email address: s47F	@avdata.com.au

## Item 1A The Airport

<b>Airport</b>	Please refer to Schedule 6: Airports List
----------------	---

## Item 1B Airport Class

<b>Airport Class</b>	s47G
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## Item 2 Airservices Australia ABN 59 698 720 886

<b>Address</b>	Alan Woods Building, 25 Constitution Avenue, Canberra 2601 (Notices will be sent to this address)		
<b>Contact person</b>	s47F		
	Tel: s47F	email address: s47F	@airservicesaustralia.com

## Item 3 Term of agreement

<b>Commencement Date</b>	1 July 2023
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**Item 4 Customer Obligations**

**Additional obligations of the Customer (see clause 7.5)**

Nil

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## Schedule 2: Data

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### Item 1 Description of Data

The Data is aircraft movement data relating to all flights that depart and arrive at the Airport for the preceding day. The Data includes the date and time of each flight, the aircraft registration number, billing address and other information further detailed in the data specification documents listed at Item 2.

### Item 2 Form and format of Data

The Data will be provided as a text file (\*.txt) in accordance with the specifications outlined in the following documents:

- **AVDATA - Data Report Specifications V2.pdf**

In the event of an update to either of these documents, Airservices Australia will provide the updated document to the Customer.

### Item 3 Access and Frequency

The Data is accessible at all times via the following Data Portal at the following URL or any other URL advised from time to time by Airservices:

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# FIB Processing Rules

## Specification

### FIB-SPEC-004

### Version 12

### Effective 15 March 2024

Prepared:



Authorised:

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**ATTENTION**  
**Temporary amendments may apply**  
**Refer Doc Centre**

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## Change summary

Version	Date	Change description
12	15 March 2024	Updated to latest template. Updated Maestro ETA matching threshold (ASID 102298)
11	15 March 2024	Updated to latest template. Replaced ATFM with ATFM. Revise list of airline codes for which cancellations are not sent to ATFM.
10	22 November 2017	Updated Section 6.12
9	17 November 2017	As per change bars. Updated Section 5.1 and removed Appendix A.
8	16 Mary 2016	ASID 68391: Add Tiger designator TGG Updated format to current Airservices version

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# 1 Purpose

This document describes the business logic processing employed by the Flight Information Broker (FIB) system.


# 2 Scope

This document covers selected key business rules. It does not comprehensively document all processing rules implemented by FIB.

# 3 Definitions

## 3.1 Sensitive Information

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## 3.2 Non-Runway Flights

Certain kinds of flights do not use runways (such as helicopters). Where data is supplied to a system that is only interested in flights that use runways, the inclusion of non-runway flights can skew the processing.

A *non-runway flight* is a flight with an aircraft type that is classified as a helicopter (document R3).

### 3.3 Flight States

Flights stored in FIB pass through the states defined in [Table 1](#).

**Table 1 - Flight States**

State	Description
OSCH	Not used.
USCH	Not used.
HELD	Not used.
PLAN	Flight created/modified from flight plan or related message (document R4).
CNL	Flight has been cancelled.
The remaining states are Eurocat states	
PREA	Flight is pre-active: A flight enters a pre-active state approximately 40 minutes before departure or 40 minutes before entering Australian airspace.
COOR	Flight is coordinated.
CONT	Flight is controlled.
HAND	Flight is being handed over between controllers: Treated the same as CONT.
SUSP	Flight is suspended: Treated the same as CONT.
INHB	Flight is inhibited: Treated the same as CONT.
UNC	Flight is uncontrolled: FIB flights are never assigned a UNC state.
FIN	Flight is complete: The flight destination is an Australian airport and Eurocat has finished with the flight (generally, the flight has landed). Flight bound for an overseas location will not achieve a FIN state unless a confirmed arrival time is received.

### 3.4 Flight State Transitions

This section defines the state transitions that describe the lifecycle of a flight (employing the states defined in [Table 1](#)). The state transition diagram is defined in [Figure 1](#). Note that pseudo-state ACTV denotes the set of flight states {CONT,HAND,SUSP,INHB} which are always treated in the same manner.

The numeric labels on the state transition diagram refer to the state transition descriptions in

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[Table 2](#). A state with a numeric label (at the top) is an abbreviation for an event that leaves the flight in the same state.

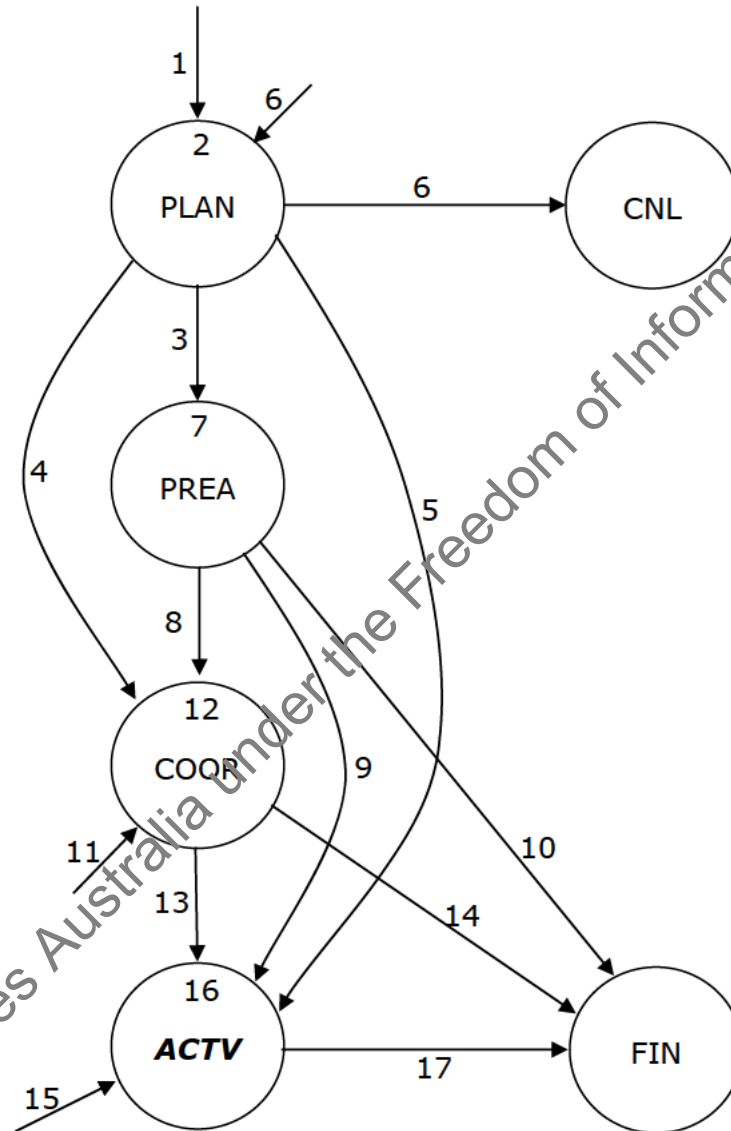


Figure 1 - Flight State Transition Diagram

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[Table 2](#) provides details of the state transitions. The columns are:

- Number - the transition number (refer [Figure 1](#));
- Source - the state of the flight prior to transition;
- Event - the event that occurs to cause the transition;
- Precondition - a condition that must hold for the transition to take place;
- Sink - the state of the flight after transition.

If the **Source** state in a transition is N/A (not applicable), a new flight is created, otherwise a match with an existing flight has been found and that flight is updated

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Table 2 - State Transition Table

Number	Source	Event	Precondition	Sink
1	N/A	FPL received or FDR PREA received <sup>1</sup>	No matching flight	PLAN
2	PLAN	FPL/CHG/DLA received	Matches with PLAN flight	PLAN
3	PLAN	FDR PREA received	Matches with PLAN flight	PREA
4	PLAN	FDR COOR received	Matches with PLAN flight	COOR
5	PLAN	DEP received or FDR ACTV received	Matches with PLAN flight	ACTV (if DEP, sink state=CONT)
6	PLAN	CNL received	Matches with PLAN flight	CNL
7	PREA	FDR PREA received	Matches with PREA flight	PREA
8	PREA	FDR COOR received	Matches with PREA flight	COOR
9	PREA	DEP received or FDR ACTV received	Matches with PREA flight	ACTV (if DEP, sink state=CONT)
10	PREA	FDR FIN received	Matches with PREA flight	FIN
11	N/A	COOR received	No matching flight	COOR
12	COOR	COOR received	Matches with COOR flight	COOR
13	COOR	FDR ACTV received	Matches with COOR flight	ACTV
14	COOR	FDR FIN received	Matches with COOR flight	FIN
15	N/A	FDR ACTV received	No matching flight	ACTV
16	ACTV	FDR ACTV received	Matches with ACTV flight	ACTV
17	ACTV	FDR FIN received	Matches with ACTV flight and flight is not outgoing international	FIN

<sup>1</sup> When a flight plan is issued within 45 minutes of departure, Eurocat immediately issues a FDR PREA. This causes a race condition which, in the worst case, can see the FPL and PREA processed simultaneously resulting in a duplicate flight. It is normal business for Qantas to issue FPL for domestic flights less than 45 minutes prior to departure and, consequently, this creates an issue for Qantas flights (since the FIB duplicate propagates to ATFM). Presently, FIB does not create a new flight from a FDR PREA for Qantas (i.e. Callsign starts with 'QFA').

## 4 Processing Rules

### 4.1 Flight Filtering

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### 4.2 Flight Number Transformation

#### 4.2.1 MVT

Leading zeroes in the flight number are removed. For example, flight number ANG003 has ACID ANG3.

Qantas and Qantaslink flight movements are all reported in MVT using a QFA prefixed flight number. These are transformed:

Flight Number	ACID
QFA14nn	QLK4nn
QFA15nn-QFA19nn	QJE15nn-QJE19nn
QFA2nnn	QLKnnn (leading zeroes suppressed)
All other QFA	Remains as QFA (leading zeroes suppressed)

MVT messages contain a departure airport (optional) and a destination airport. These airports are expressed as IATA codes. FIB translates IATA airport codes in MVT messages to their ICAO equivalents. Note: the IATA/ICAO airport code mapping used by FIB is obtained from Metron Traffic Flow (ATFM) adaptation data.

### 4.3 Flight Matching

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4.3.1

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**4.3.1.3**

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**4.3.1.5**

**4.3.1.6**

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**4.3.2**

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**4.3.3**

**4.3.4**

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### 4.3.5 Maestro

When a Maestro record is received it matches with a flight in the database if:

- the flight state is one of CONT, HAND, INHB or SUSP;
- the flight ACID matches the Maestro ACID;
- the flight ADEP matches the Maestro ADEP;
- the flight ADES matches the Maestro ADES;
- the flight ETA is within 60 minutes of the Maestro ETA;
- if more than one flight matches by the above rules, choose the flight whose ETA is closest to the Maestro ETA.

## 4.4 Fix Assignment

A departure fix (DFIX) or arrival fix (AFIX, also known as feeder fix) may be assigned to a flight based on a flight plan or a FDR. FIB determines the departure/arrival fixes that are associated with an airport from ATFM adaptation data (see section [4.10.6](#)).

### 4.4.1 Flight Plan

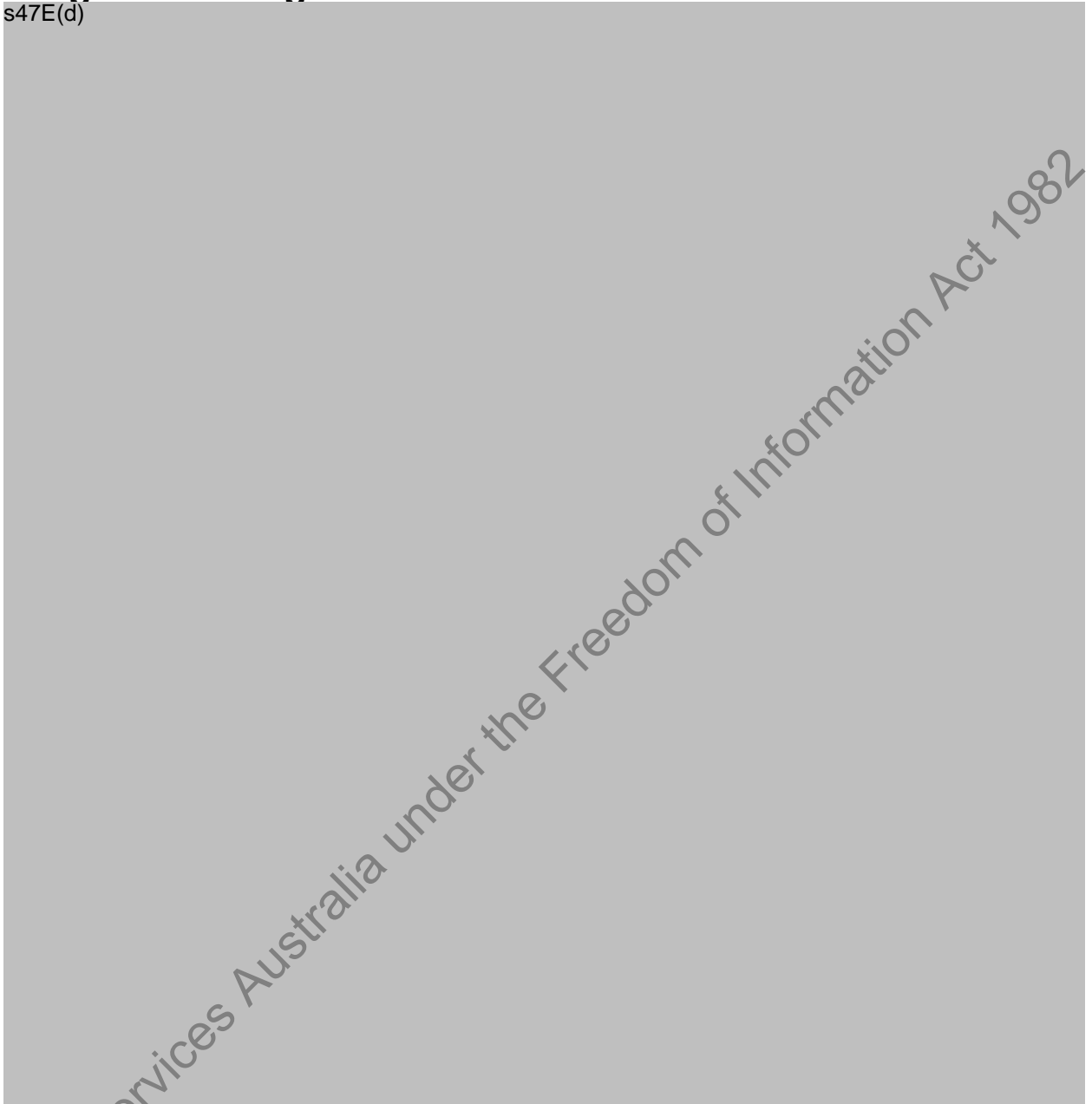
The route in a flight plan is expanded based on the fixed ATS route structure. After the route is expanded, FIB searches through the waypoints matching with the known fixes for the departure and destination airports. If a match is found the fixes are assigned/updated.

### 4.4.2 FDR

The FDR route is searched for matches with the known fixes for the departure and destination airports. If a match is found the fixes are assigned/updated. For each route point a FDR report an estimated time of overflight (ETO). The ETO is recorded with the fix in the flight entity.

## 4.5 Flight Archiving

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## 4.6 Flight Purging

A flight is purged from the archive database 35 days after its timestamp value.

## 4.7 Arrival Time Calculation

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## 4.8 Airborne Delay Calculation

### 4.8.1

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### 4.8.2

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### 4.8.3

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## 4.9 Runway Processing

FIB receives runway information via the Eurocat Advanced Surface Movement Guidance and Control System (A-SMGCS) interface in Flight Data Records (FDR), and from Maestro. For ATC operational reasons, the runway value received may not be an actual runway. FIB only stores a runway value if:

- The value consists of two digits optionally followed by 'L', 'C' or 'R';
- The two digits represent a number between 01 and 36 inclusive.

## 4.10 ATFM Integration

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### 4.10.1

### 4.10.2 Overseas Departures

When a FPL is received for a flight, the flight is placed in a PLAN state. If a DEP message is received the actual departure time is recorded but the flight remains in a PLAN state. For domestic departures FDR will, in general, have been received prior to a DEP progressing the state to PREA/COOR/CONT. For an overseas departure no FDR will have been received.

ATFM does not process actual times for a flight in a PLAN state. As a result, the actual departure time for an incoming international is not recorded by ATFM till the aircraft reaches Australian airspace. To prompt ATFM to update actual departure time:

- When a DEP is received for an incoming international and it matches with a flight in a PLAN or a PREA state, set the state of the flight to CONT.

### 4.10.3 Estimated/Actual Departure Times

ATFM assumes that when an actual departure time is provided, the estimated departure time is the same as the actual. FIB does not guarantee they are the same; the estimated and actual times are set from different source fields. To prompt ATFM to use the actual departure time:

- When FIB sends a flight record to ATFM, and both estimated and actual departure times are available, FIB sets the estimated departure time ('E' phase) to be the same as the actual departure time ('A' phase).

### 4.10.4 Update of Estimated Departure Time

ATFM assumes that once an estimated time is available for a flight that it is active, and once active it can never go back to a previous state. A flight may go PREA then not fly for various reason, but if the ETD is propagated to ATFM it is considered active. To avoid this situation:

- Do not update the **E** phase departure time in FIB on receipt of a FDR PREA.

### 4.10.5

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#### 4.10.5.1

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#### 4.10.5.2 FIN Flights

When a flight is in a PREA state and a FDR FIN for the flight is received, the FIN is not sent to ATFM. This is to prevent loss of a slot in ATFM in a similar manner to cancellations as described in section [4.10.5.1](#).

#### 4.10.5.3 Sensitive Flight Information

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#### 4.10.5.4 Non-Runway Flights

Information on non-runway flights is not passed to ATFM.

#### 4.10.5.5 Inhibit Arrival Fix Time

FIB maintains the estimated arrival fix time (EAFT) of a flight based on known fixes (obtained from ATFM adaptation data) and the projected time over those fixes (obtained from Eurocat). The provision of an EAFT to ATFM results in ATFM using its static trajectory model to calculate the estimated landing time (ELDT), which is less accurate than the FIB provided ELDT (sourced from Eurocat). The EAFT is suppressed from a FIB flight record prior to transmission to ATFM to ensure ATFM uses the FIB ELDT.

#### 4.10.6 Adaptation Data

FIB incorporates the **Airport.xml** file generated from the ATFM adaptation data set. This file is used by FIB as the source of departure and arrival fixes for an airport.

### 4.11 Inhibiting Flight Data to Flight Explorer

#### 4.11.1 Sensitive Flight Information

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#### 4.11.2

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### 4.12 Inhibiting Flight Data in Web Service Calls

All calls to a web service to retrieve flight data must provide credentials (user id and password). Users are classed as UNRESTRICTED or EXTERNAL. An UNRESTRICTED user receives all requested flight data. An EXTERNAL user does not receive sensitive flight information in the response to a request for flight data.

## 5 Definitions

Within this document, the following definitions apply:

Term	Definition
ACARS	Aircraft Communications Addressing and Reporting System
ACID	Aircraft identifier (Callsign)
ADEP	Departure Airport
ADES	Destination Airport
AFIX	Arrival Fix
AFTN	Aeronautical Fixed Telecommunications Network
A-SMGCS	Advanced Surface Movement Guidance and Control System
ATC	Air Traffic Control
ATFM	Air Traffic Flow Management
CDM	Collaborative Decision Making
DFIX	Departure Fix
EAFT	Estimated Arrival Fix Time
ELDT	Estimated Landing Time
ETA	Estimated Time of Arrival
ETO	Estimated Time of Overflight
FDR	Flight Data Record
FIB	Flight Information Broker
IATA	International Air Transport Association
ICAO	International Civil Aviation Organisation
PIBT	Planned In Block Time
POBT	Planned Off Block Time
PTOT	Planned Take Off Time
QUT	Queensland University of Technology
RDR	Radar Data Record
SSR	Secondary Surveillance Radar
STA	Time of Arrival (computed by Maestro)
TAAATS	The Australian Advanced Air Traffic System
TUID	TAAATS Unique Identifier

## 6 References

This document contains the following references.

Title	Number
<a href="#">Eurocat-X - A-SMGCS ICD, E09-ICD-E32, revision KA</a>	R1
<a href="#">Maestro/External ICD, E09-ICD-E91, revision LA</a>	R2
<a href="#">ICAO Doc 8643, Aircraft Type Designators</a>	R3
ICAO Doc 4444	R4

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