

## 7. FURTHER REGULATIONS CONCERNING AIRPORT CDM

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### Article 107 Airport CDM and CDM Portal

1. The airport operator acting in its role as the legally assigned airport operator, has to operate and facilitate the optimal operations of the Airside, which includes the coordination of all data required for all parties that perform (part of) their activities at the Airside, which parties include, all airlines and ground handlers and other Airside users (**Airside Customers**) to perform their respective activities. For these purposes, Schiphol operates so-called Schiphol Airport Collaborative Decision Making (**Airport CDM**) which requires the active participation of all Airside Customers. As part of its tasks as airside operator and/or Airport CDM, the airport operator operates (i) the so-called Central Information System Schiphol (**CISS**), which provides the Airside Customers and other relevant parties like the national air navigation service provider, with uniform flight, traffic, ground movement and airport data as required for their respective operations; and (ii) the CDM Portal, which is the central portal through which all Airside Customers and other relevant parties are provided with certain categories of uniform flight, traffic, ground movement and airport data relating to all flights and relevant airside vehicles in the manoeuvring area operated at Schiphol Airport.
2. As part of Airport CDM, the airport operator provides the following services to Airside Customers on the terms of this Chapter 7:
  - a. the airport operator shall filter all flight, traffic, ground movement and airport data in CISS (i) it receives from Airside Customers pursuant to Article 108; (ii) it receives from other sources like the national air navigation service provider; and (iii) the airport operator generates itself by means of measurements or otherwise on the basis of the CDM Procedures and Business Rules as agreed in accordance with the Governance Procedure (**CDM Data**);
  - b. the airport operator is responsible for the realisation and maintenance of the CISS Connection in accordance with the specifications in the CDM Transmission Control Protocol and the CDM Internet & Security Protocol;
  - c. the airport operator shall provide each Airside Customers via the CISS Connection with the CDM Data as required for the operations of such Airside Customer in accordance with the service levels as set out in the CDM Protocol;
  - d. the airport operator shall provides Airside Customers via the CDM Portal with remote access on a read only basis to the CDM Portal Data in accordance with the service levels as set out in the CDM Protocol;
  - e. the airport operator provide employees of Airside Customers designated by the Airside Customer as CDM Portal Users via the CDM Portal Application Form in accordance with Article 111 (**CDM Portal User**) and provide them with the means to access the CDM Portal;

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- f. the airport operator may provide other informational services via the CDM Portal, as deemed relevant by the airport operator for the relevant Airside Customer;
  - g. the airport operator shall secure the CDM Portal in accordance with the CDM Internet & Security Protocol, which protocol shall be revised by the airport operator if so required to reflect best industry standards in accordance with the Governance Procedure.
3. The purpose of the CDM Data exchange is to achieve optimal transparency about all data relevant for assessment and decision making by all relevant parties involved at Schiphol Airport. The Airside Customers shall responsibly use these data to constructively resolve issues in the daily operations at Schiphol Airport when they present themselves. In case Airside Customers have complaints or issues in respect of each others decisions or operational choices, these issues will be constructively raised and discussed at the appropriate CDM meeting in accordance with the Governance Procedure.
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#### **Article 108 Obligations of Airside Customer**

1. The Airside Customer has the following obligations as part of Airport CDM and the CDM Portal:
  - a. The Airside Customer shall provide to the airport operator the flight and traffic data relating to flights operated by the Airside Customer or managed by such Airside Customer on behalf of a third party as well as real time updates in case the estimate Target Off Block Time (**TOBT Data**) as registered in CISS for each Airside Customer Flight that has a certain deviation from such estimate, all according to the specifications (regarding type of data, times and manner of provision) as set out in the CDM Protocol (**Airside Customer Data**). The Airside Customer Data are provided to the airport operator "as is" and the Airside Customer is not responsible for any incorrectness or incompleteness of this data, unless such damage is the result of any wilful misconduct or gross negligence on the part of Airside Customer or its management. Any cost relating to the providing of the Airside Customer Data to airport operator is for the account of Airside Customer;
  - b. the Airside Customer is responsible for and will bear the costs of the realisation and maintenance of the connection points for the CISS Connections at the premises of such Airside Customer as specified in the CDM Transmission Control Protocol and the CDM Internet & Security Protocol, via which the CDM Data relating to such Airside Customer and the Airside Customer Data will be exchanged (**CISS Connection Point**) and further for the equipment necessary for such Airside Customer to access the CDM Portal in accordance with the technical requirements as specified in the CDM Protocol (**Equipment**).
  - c. at the request of the airport operator, the Airside Customer shall promptly provide the airport operator with information in respect of the CISS Connection point or the Equipment as necessary for the airport operator to provide Airside Customer with the CDM Data or access to the CDM Portal;

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- d. the Airside Customer shall comply with the instructions and cautionary advice given by the airport operator in order to ensure the proper operation of CISS, the CDM Portal and the provision of Airside Customer Data, CDM Data and CDM Portal Data as provided for in these Regulations.

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**Article 109 Changes, interruptions, security breaches and instructions**

1. The airport operator has the right:
  - a. to interrupt the provision of CISS and the CDM Portal for maintenance, testing or security purposes in accordance with the procedures set out in the CDM Protocol. In more general terms the airport operator shall use reasonable efforts to ensure that any impact on the availability of CISS, the CDM Portal or CDM Data is kept to a minimum, that (to the extent possible) the Airside Customer is provided with prior notification of any interruption or, if prior notification is not possible, as soon as possible thereafter.
  - b. to amend, expand or discontinue (parts of) CISS or the CDM Portal in accordance with Article 116 sub 1;
  - c. to give instructions, including security instructions, cautionary instructions and instructions regarding the CISS Connection Point or the Equipment to the Airside Customer in connection with CISS or the CDM Portal by notification thereof to the Airside Customer. At all times the Airport operator is entitled to give additional instructions or change existing instructions by notifying the changes or the additional instructions to the Airside Customer in accordance with Article 116 sub 2.
2. Airside Customer shall take all reasonable measures to provide the Airside Customer Data without interruptions.
3. Airside Customer has the right to interrupt the provision of the Airside Customer Data to the airside operator to the extent required for maintenance, testing or security purposes, provided the Airside Customer has provided written notice thereof to the airside operator. The Airside Customer shall use reasonable efforts to ensure that any impact on the availability of the Airside Customer Data is kept to a minimum. To the extent prior notification is not reasonably possible (i.e. in case of a sudden outfall of the systems of the Airside Customer), the Airside Customer shall provide the airside operator with notification as soon as possible thereafter with an indication of the expected duration of the interruption and a summary of the remedial measures.
4. The airport operator shall notify the relevant Airside Customers promptly in case it becomes aware of defects to CISS, the CISS Connection or the CDM Portal or other circumstance that could be of detrimental effect to the systems or activities of such Airside Customers. After the notification by the airport operator, the Airside Customer may disable the CISS Connection Point in order to avoid such potential damage. The Airside Customer will reactivate the CISS Connection Points as soon as the airport operator has notified the Airside Customer that the potential detrimental effect has ceased to exist. The Airside Customer is not in default during the above mentioned time of disconnection. The airside operator shall respond promptly to inquiries of the Airside Customer relating to any such data security breach.

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**Article 110 Use limitations and (Intellectual) Property**

1. The airport operator shall process and use the CDM Data for purposes of a proper execution of its tasks as airside operator and/or Airport CDM and share CDM Data with third parties on a need to know basis to the extent necessary for these purposes and shall impose strict confidentiality obligations on any person who has access to CDM Data. The third parties to whom the airport operator provides CDM Data at a relevant moment in time are listed in the CDM Protocol.
  2. The airport operator is entitled to involve third parties subcontractors to execute Airport CDM, provided that the airport operator remains responsible for the proper performance of Airport CDM.
  3. Other than as provided in this Article 110, the airport operator shall not provide CDM Data to any third party, unless, and to the extent, the airport operator is so required by law.
  4. The airport operator shall inform Airside Customer in case it has a legal obligation to provide CDM Data to any other third party than referred to above, unless this is prohibited by law.
  5. All rights including copyrights and other intellectual property rights (if any) to the Airside Customer Data and the CISS Connection Points shall remain the property of the relevant Airside Customer (or its licensor).
  6. All rights including copyrights and other intellectual property rights (if any) to CISS, the CDM Portal, the CDM Data and all information provided to the Airside Customer via or in connection with the CDM Portal including the CDM Portal Data (**CDM Portal Information**), are owned by the airport operator.
  7. The Airside Customer is permitted to process the CDM Data to the extent required for its own operations only and shall share the CDM Data with third parties for those purposes on a need to know basis only. The Airside Customer shall impose strict confidentiality obligations on any person who has access to such CDM Data.
  8. The Airside Customer is further entitled to read and use the CDM Portal Information to the extent required for its operations only. All other use of the CDM Portal Information, for example the storage or reproduction of (a part of) the CDM Portal or the creation of links, hypertext links or deep links between the CDM Portal and any other internet site or any other provision of the CDM Portal Information to third parties, or use of (results of analysis of) CDM Portal Information for commercial purposes, is prohibited without the express written consent of airport operator.
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**Article 111 Appointment CDM Portal Representative and CDM Portal Users**

1. The Airside Customer shall appoint a natural person as CDM Portal Representative and can appoint a natural person as CDM Portal Individual User or CDM Portal Generic User (together "CDM Portal Users") by using the CDM Portal Application Form.
2. The Airside Customer shall procure that the CDM Portal Representative and CDM Portal Users shall observe and comply with the terms of this Chapter 7 and any notifications and instructions provided by the airport operator to the Airside Customer hereunder. Any violation of these terms, notifications and instructions by the CDM Portal Representative or CDM Portal Users shall be attributed to the Airside Customer as if it were the CDM Portal Representative or CDM Portal User respectively.
3. The Airside Customer may appoint an additional CDM Portal User or revoke or suspend the status of an CDM Portal Representative or CDM Portal User, by notifying the airport operator thereof by means of the CDM Portal Mutation Form.
4. In the event an CDM Portal Representative or CDM Portal User does not comply with the terms of this Chapter 7 or the CDM Portal Access Terms, the airport operator may revoke or suspend the status of such CDM Portal Representative or CDM Portal User by notifying the Airside Customer thereof.

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**Article 112 Secured CDM Portal User access to the CDM Portal**

1. The airport operator shall secure the CDM Portal Users' access to and the use of the CDM Portal by means of the Access Devices and by means of a user-id and password.
2. The airport operator has the right to require that the CDM Portal Users shall use a different means of access to the CDM Portal than the Access Devices.
3. Each CDM Portal User will be required to accept the CDM Portal Access Terms. As soon as the CDM Portal Access Terms have been accepted by the CDM Portal User, the airport operator will provide the relevant CDM Portal User the means to access and use the CDM Portal.
4. The CDM Portal Access Terms as accepted by the CDM Portal User shall also apply vis-à-vis the Airside Customer in respect of the issuance of the Access Devices to, and the use of the Access Devices by, the CDM Portal Users for purposes of the CDM Portal.
5. The Airside Customer shall procure that the CDM Portal Users shall comply with their respective obligations under the CDM Portal Access Terms. The airport operator may rely on all information provided by the CDM Portal Users under the CDM Portal Access Terms, and any violation by the CDM Portal Users under the Airside Customer Access Terms shall be attributable to the Airside Customer as if it were the CDM Portal Representative or the CDM Portal User respectively.
6. The CDM Portal Users shall not obtain ownership in any form (including ownership of any intellectual property rights) of the Access Devices and shall return the Access Devices to airport operator on demand.

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7. The Airside Customer and the CDM Portal User shall notify the airport operator as soon as possible as he/she becomes aware of the loss, theft or misuse of his/her means of access to the CDM Portal or any technical incident or other fault linked to the use of his means of access to the CDM Portal that might jeopardise the security thereof.
8. The Airside Customer shall ensure that the CDM Portal User shall keep the user-id and passwords confidential at all times and shall not communicate them to third parties, including colleagues, family members or friends.
9. The airport operator shall safeguard the secrecy of the means of access chosen by the CDM Portal User, like password and other identifiers known only to the CDM Portal User.
10. The airport operator shall block the access of Airside Customer and its CDM Portal Users to the CDM Portal as soon as it becomes aware of any unauthorised use or misuse of the Access Devices, the user-id or passwords of CDM Portal Users or the Equipment to obtain access to the CDM Portal.
11. With a view to the use of the CDM Portal the Airside Customer shall ensure that the latest anti-virus, anti-spyware, firewalls and other computer protection is used. The Airside Customer shall immediately notify the airport operator if the Airside Customer or any CDM Portal User detects or suspects a virus, spyware and/or unauthorised access by a third party to the CDM Portal. In addition, the Airside Customer shall immediately take all possible measures to prevent or solve the problems that are or may be caused by the above.
12. The Airside Customer shall ensure that the CDM Portal Individual Users shall properly log out of the CDM Portal each time prior to leaving the CDM Portal as well as any time the CDM Portal Individual Users leave their computers unattended and further that the CDM Portal Users shall take all reasonable precautions to ensure that his/her means of access to the CDM Portal are secure.

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**Article 113 Privacy**

1. The airport operator processes personal data of the CDM Portal Representative and CDM Portal Users that are necessary for the operation of Airport CDM, in accordance with applicable data protection laws.
  2. The airport operator shall inform the CDM Portal Representative and CDM Portal Users about the processing of their personal data.
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**Article 114 Liability regarding Airport CDM**

1. The Parties shall perform their respective obligations under these Regulations and all activities incidental thereto, in accordance with Good Industry Practice. The obligations of the Parties are “obligations of efforts”.
2. The data to be provided by a Party to the other Party under these Regulations will be provided “as is” and the providing Party expressly disclaims any representation or warrant of any kind, whether express or implied, that such data will be available, uninterrupted, nor that provided data are complete and correct.
3. The providing Party shall not be liable for damages resulting from the use of (or inability to use) the provided data, including damages caused by Viruses or any incorrectness or incompleteness of the provided data. In addition the providing party shall not be liable for damages resulting from the use of electronic means of communication, including – but not limited to – damages resulting from failure or delay in delivery of electronic communications interception or manipulation of electronic communications by third parties or by computer programs used for electronic communications and transmission of Viruses.
4. Without prejudice to the above, Parties shall not be liable for any damages resulting from any interruption in or change or cessation of the provision of the data as provided for in Article 109.
5. The CDM Portal may provide links to external internet sites operated by a third party if so decided in accordance with Article 116 sub1. The airport operator shall not be liable for the operation, use or content of these sites to which the CDM Portal provides a link or that link to the CDM Portal. The airport operator’s cookie and privacy policies do not apply to any collection and processing of personal data of CDM Portal Users on or through such other external sites.
6. Without prejudice to the above, the Parties shall only be liable for losses or damages that are a direct consequence of the harmful event, including, but not limited to: reasonable expenses of the Party incurring the loss and/or damage to have the damage (re)performed; the demonstrable costs incurred for emergency or fallback measures, such as having to use other or old systems or hire additional personnel; or reasonable costs incurred to limit or avoid the losses and/or damages. Liability of a Party under this sub-clause 6 is limited to EUR 100,000 (hundred thousand) for each incident or series of connected incidents. Any liability for indirect loss or damage, loss of profit and/or consequential loss, including but not limited to, any liability of a Party for losses or damages suffered by or compensations due to third parties is excluded.
7. In deviation of sub-clauses 1 - 6 above, each Party accepts liability without limit for damage caused by wilful intent (“*opzet*”), fraud or will full recklessness (“*bewuste roekeloosheid*”) of that Party or its management.

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**Article 115 Evidence**

1. The extracts of the data in the (computer) systems of the airport operator shall be conclusive evidence of the CDM Data received by the Airside Customer or any use of the CDM Portal by Airside Customer and the CDM Portal Representative and CDM Portal Users. Only in the event of apparent errors in the extracts of the data in the (computer) systems of the airport operator, evidence to the contrary is allowed.
2. The use of the Access Devices, user-id and password provided by the airport operator and chosen by a CDM Portal User, registered in the systems of the airport operator constitutes proof of identity of such CDM Portal User.

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**Article 116 Changes and Notifications**

1. The airport operator may make changes to Airport CDM, the CDM Portal, the CDM Protocol, and any other protocols issued by the airside operator for purposes of the proper functioning of Airport CDM, as well as the CDM Portal Application and Mutation Form, in accordance with the Governance Procedure. The airside operator shall give notice of any such changes to the Airside Customers. Any amendment shall enter into force after this amendment has been notified to the Airside Customers and has been published on [www.schiphol-cdm.nl](http://www.schiphol-cdm.nl).
2. Any notifications and instructions by airport operator to Airside Customers under this Chapter 7 shall be provided in writing and shall be sent by electronic mail, facsimile, by registered mail or courier to the CDM Portal Representative or in such other manner as notified by airport operator to the CDM Portal Representative from time to time. The airport operator will further publish any notifications and instructions on [www.schiphol-cdm.nl](http://www.schiphol-cdm.nl) and (where relevant) the information section of the CDM Portal.

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<b>Access Devices</b>	the access devices to be provided by the airport operator to the CDM Portal User to obtain access to the CDM Portal, as amended from time to time.
<b>Airport CDM</b>	has the meaning given to that term in Article 107 sub 1.
<b>Airside Customer</b>	has the meaning given to that term in Article 107 sub 1.
<b>Airside Customer Data</b>	has the meaning given to that term in Article 108 sub 1.a.
<b>Article</b>	article of these Schiphol Regulations
<b>CDM Data</b>	has the meaning given to that term in Article 107 sub 2.a.
<b>CDM Internet &amp; Security Protocol</b>	the internet and security protocol that is part of the CDM Protocol, as published on <a href="http://www.schiphol-cdm.nl">www.schiphol-cdm.nl</a> and amended from time to time in accordance with Article 116.
<b>CDM Portal</b>	the internet portal with domainname <a href="https://cdm.schiphol.nl">https://cdm.schiphol.nl</a> operated by the airport operator as part of Airport CDM.
<b>CDM Portal Access Terms</b>	the terms and conditions to access and use the CDM Portal, to be signed by the CDM Portal User and the CDM Portal Representative of the Customer.
<b>CDM Portal Application Form</b>	the standard form, to be used by Airside Customer for the registration of CDM Portal Users and CDM Portal Representatives, as published on <a href="http://www.schiphol-cdm.nl">www.schiphol-cdm.nl</a> and amended from time to time in accordance with Article 116.
<b>CDM Portal Data</b>	the categories of CDM Data that are provided to Airside Customers via the CDM Portal as specified in the CDM Protocol.
<b>CDM Portal Generic User</b>	the natural person that has been appointed as the responsible person for a certain functional group of users of Airside Customer, which group of users requires access to the CDM portal on a 24/7 basis, via the CDM Portal Application Form.
<b>CDM Portal Individual User</b>	the natural person that has been appointed by the Airside Customer as user of the CDM Portal via the CDM Portal Application Form.
<b>CDM Portal Information</b>	has the meaning given to that term in Article 110 sub 6.
<b>CDM Portal Mutation Form</b>	the standard form, to be used by Airside Customer for the mutation of CDM Portal Users and CDM Portal Representatives in accordance with Article 111, as published on <a href="http://www.schiphol-cdm.nl">www.schiphol-cdm.nl</a> and amended from time to time in accordance with Article 116.

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<b>CDM Portal Representative</b>	the natural person that has been appointed as representative of the Airside Customer via the CDM Portal Application Form.
<b>CDM Portal Users</b>	the CDM Portal Individual User and the CDM Portal Generic User
<b>CDM Procedures and Business Rules</b>	the procedures and business rules regarding the method of filtering, prioritising, aligning and updating all flight, traffic, ground movement and airport data is CISS, as published on <a href="http://www.schiphol-cdm.nl">www.schiphol-cdm.nl</a> and amended from time to time in accordance with Article 116.
<b>CDM Protocol</b>	the CDM protocol listing specifications for Airport CDM and CDM Portal, including but not limited to i) Airside Customer Data (regarding type of data, times and manner of provision), CDM Data an CDM Portal Data, ii) third parties receiving CDM Data, iii) (technical) requirements of Equipment, iv) service levels regarding provision of CDM Data via the CISS Connection, v) service levels regarding remote access to the CDM Portal, vi) Procedure for interrupting the provision of CISS and the CDM Portal for maintenance, testing or security purposes, vii) CDM Internet & Security Protocol, viii) CDM Transmission Control Protocol and ix) governance procedure, as published on <a href="http://www.schiphol-cdm.nl">www.schiphol-cdm.nl</a> and amended from time to time in accordance with Article 116.
<b>CDM Transmission Control Protocol</b>	the transmission control protocol that is part of the CDM Protocol, as published on <a href="http://www.schiphol-cdm.nl">www.schiphol-cdm.nl</a> and amended from time to time in accordance with Article 116.
<b>CISS</b>	has the meaning given to that term in Article 107 sub 1.
<b>CISS Connection</b>	the fixed connection that connects the CISS Connection Point of an Airside Customer with CISS in accordance with the Transmission Control Protocol and the Internet Protocol.
<b>CISS Connection Point</b>	has the meaning given to that term in Article 108 sub 1.b.
<b>Governance Procedure</b>	the procedure for deciding on changes to Airport CDM as set out in the CDM Protocol.
<b>Regulations</b>	these Schiphol Regulations
<b>TOBT Data</b>	has the meaning given to that term in Article 108 sub 1.a.
<b>Virus</b>	a virus or any other software routine that is meant or designed to provide access to, or allow use of, a computer system by an unauthorised person, or to render a computer system useless, damaged or erased, or to disrupt or deteriorate the normal use of a computer system.