

## **Service Level Agreement**

for the

### **Promulgation of Aeronautical Information in New Zealand**

Between

The Aeronautical Information Services Provider being Airways Corporation of New Zealand Limited and/or its authorised (by Civil Aviation Authority) successors, assigns or novatees ("The AIS Provider")

and

The organisation supplying aeronautical information ("The Originating Organisation")

**Start Date:** *Date of Use of Online Database Application*

**Renewal Date:** *12 Months from Start Date*

#### **PART 1: Background**

##### **Aeronautical Information Service**

1. The Civil Aviation Authority has certificated the AIS Provider under CAR Part 175 to provide the following aeronautical information services in New Zealand:
  - Aeronautical Information Publication (AIP) Service  
*Note: AIPNZ includes SUP, AIC, VNC and Enroute Charts*
  - NOTAM Service
  - Pre-Flight Information Service
2. Unless the context requires otherwise, capitalised terms in this Service Level Agreement shall have the meaning given to them in the Civil Aviation Rules under the Civil Aviation Act 1990 (*Civil Aviation Rules*).

##### **Originating Organisation/Senior Person**

3. There is a requirement for the Originating Organisation to submit information for promulgation in the AIPNZ or by NOTAM.
4. The Originating Organisation will nominate a Senior Person of that organisation and ensure they complete and submit the Declaration in Appendix 1, either online or via hardcopy.
5. The Senior Person, for and on behalf of the Originating Organisation, is responsible for nominating individual Information Originators for their organisation.

6. The Senior Person for the purposes of this Service Level Agreement must be a senior manager or officer of the Originating Organisation (in the case of a non-certificated Aerodrome, the Aerodrome Owner or Operator is considered to be the Senior Person).

### **Information Originator**

7. An Information Originator is a person nominated by the Senior Person of an Originating Organisation who is authorised to submit information on behalf of the Originating Organisation for:
  - promulgation in the AIPNZ; and/or
  - promulgation by NOTAM.
8. The Originating Organisation (either itself or acting through an Information Originator) is responsible for and will ensure the accuracy and timeliness of the information it submits to the AIS Provider for promulgation.
9. The Originating Organisation will ensure that: (a) each Information Originator performs all of the Information Originator's obligations under this Service Level Agreement; and (b) the Senior Person performs all of the Senior Person's obligations under this Service Level Agreement. The Originating Organisation will be responsible and liable for all acts and omissions of an Information Originator and the Senior Person in connection with this Service Level Agreement as if they were acts or omissions of the Originating Organisation.

### **Contracts Privity**

10. Each party acknowledges and agrees that the Originating Organisation's obligations and responsibilities, Senior Person's obligations and responsibilities and Information Originator's obligations performed (or to be performed) and declarations made (or to be made) under this SLA are for the benefit of both the AIS Provider and the Civil Aviation Authority, and are intended to be enforceable by both the AIS Provider and the Civil Aviation Authority.
11. The AIS is provided by the AIS Provider under contract to the CAA. The CAA has the right to amend or refuse the publication of any data that is not in accordance with the AIS requirements or which is in contravention of any legislation or the Civil Aviation Rules. The CAA will undertake this function in consultation with the AIS Provider and the Information Originator.

## **PART 2: Originating Organisation's Responsibilities**

1. The Originating Organisation will comply, and will ensure that its nominated Information Originators comply, with the obligations set out in this Part 2.

### **Register of Originators**

2. The Originating Organisation, through their Senior Person, will provide to the AIS Provider details of their Information Originator(s) for entry into the "Register of Originators".
3. The Originating Organisation will inform the AIS Provider of any change to the Originating Organisation details, including those of the Senior Person or their Information Originator(s).

### **Scheduling**

4. The Information Originator should comply with the schedule of AIRAC (*Aeronautical Information Regulation And Control*) effective dates for all pre-planned, operationally significant changes.

*Note that changes to facilities, services or procedures are normally planned well in advance, and should be promulgated according to a schedule of predetermined, internationally agreed effective dates, known as AIRAC dates.*

*AIRAC effective dates are published in AIPNZ, available online at [www.aip.net.nz](http://www.aip.net.nz) .*

5. The Information Originator will allow sufficient time in the planning of a change to enable timely publishing of the information according to the "AIPNZ Update Schedule" or to allow the timely promulgation of a NOTAM.

*The current AIPNZ Update Schedule is available on request from [aim@airways.co.nz](mailto:aim@airways.co.nz) or online at [www.nzais.co.nz](http://www.nzais.co.nz) .*

6. The Information Originator will endeavour to forward AIPNZ submissions to the AIS Provider as early as possible, in advance of the cut-off date, particularly where lengthy or complicated drafts, including the creation of new charts, are concerned.

*Note: Lengthy or complicated drafts, including the creation of new charts, require comprehensive assessment, and the intended publishing date may be missed if the submission requires further clarification, is incomplete, and/or contains*

*errors. The AIS Provider will consult the Originating Organisation on any issues with the planned publication dates or information.*

#### **Submission: NOTAM and AIPNZ**

7. The Originating Originator is responsible to ensure that all the required consultation has taken place.
8. The Information Originator will complete an online or hardcopy submission form:
  - **AIPNZ Amendment Request Form** for changes to AIPNZ
  - **Request For NOTAM Action** form for NOTAM requests

*Submission forms and submission guidelines are available in the "AIP Originators" section of [www.nzais.co.nz](http://www.nzais.co.nz) or the "NOTAM Issue" section of [www.ifis.airways.co.nz](http://www.ifis.airways.co.nz) . Other submission formats that are acceptable to the AIS Provider may also be considered.*

9. Without limiting paragraphs 8 or 9 of Part 1 above, the Information Originator will provide a declaration with each submission stating that the information contained within the submission is accurate. This declaration may be provided through completion of the online or hardcopy submission form or via some other format acceptable to the AIS Provider.

#### **Submission: AIPNZ**

10. The Information Originator will identify all AIPNZ products to the best of their knowledge which are affected by the submission, and include copies of the affected pages and/or chart areas.
11. The Information Originator will submit clear instructions for implementing the change in those areas. Instructions must be clear and consist of "Add ...", "Delete ...", or "Amend...".

#### **Originator Sign-Off: AIPNZ Submissions**

12. For each submission, the Information Originator will advise whether the print-ready copy provided by the AIS Provider for checking is correct.
13. For each submission, the Information Originator will provide corrections to the AIS Provider if they determine during checking that their original submission contained incomplete or incorrect information, or they detect errors in implementation. Note that major corrections may require the entire submission, or portions of the submission, to be rescheduled to a later publishing date.

#### **Intellectual property licence**

14. The Originating Organisation grants to the Civil Aviation Authority a non-exclusive, perpetual, irrevocable, fully paid up licence to use, copy, modify, store,

distribute and/or sub-license any information submitted by or on behalf of the Originating Organisation (including by the Information Originator) under this SLA, as the Civil Aviation Authority sees fit, including licensing that information to the the AIS Provider.

## **PART 3: AIS Provider Responsibilities**

### **Register of Originators**

1. The AIS Provider will establish and maintain a Register of Originators.
2. The AIS Provider will annually verify the details of each Originating Organisation and Information Originator.

### **Scheduling**

3. The AIS Provider will publish changes to aeronautical information by the most appropriate means (NOTAM, AMDT, SUP, and/or AIC) taking due consideration of the method requested by the Information Originator.
4. The AIS Provider will endeavour to publish permanent changes in the next available AIRAC cycle in accordance with the information cut-off dates specified in the AIPNZ Update Schedule taking due consideration of the cycle requested by the Originator. If this is not possible due to an excessive volume of change for that cycle, the AIS Provider in consultation with the CAA will prioritise changes following discussion with the Information Originator.
5. The AIS Provider will inform the Information Originator of the scheduled AIRAC cycle once the submission has been assessed and is determined to be acceptable for publication.
6. The AIS Provider will inform the Information Originator that a NOTAM is required if submitted permanent information takes effect prior to the effective date of the scheduled amendment or supplement. The AIS Provider will take NOTAM action.
7. The AIS Provider will assess Requests for NOTAM to ensure they are clear, correct and complete and that the request complies with the ICAO origination criteria for the issue of a NOTAM.

### **Submission Acceptance**

8. The AIS Provider will assess the submission in a timely manner.
9. The AIS Provider will verify that:
  - the Information Originator has appropriate authorisation as detailed in the Register of Originators;
  - the submission includes a completed *AIPNZ Amendment Request Form* or *Request for NOTAM Action* form, or other format acceptable to the AIS Provider;
  - the submission includes a declaration stating that the information submitted is accurate.
10. The AIS Provider will make reasonable efforts to check for errors in a submission by comparing the submission with information currently published in AIPNZ.

11. The AIS Provider will promptly return a submission to the Information Originator for corrective action when it is assessed as being unclear, incomplete, incorrect or is found to be otherwise inadequate for publication.

**Originator Sign-off**

12. The AIS Provider will provide a print-ready copy of any AIPNZ change to the Information Originator for their approval.
13. The AIS Provider will correct implementation errors identified by the Information Originator in a timely manner. Note that major corrections may require additional approval and may be rescheduled.
14. The AIS Provider will publish permanent information in the scheduled cycle only if it has received Originating Organisation or Information Originator approval no later than the "Originator Sign-off date" indicated in the AIPNZ Update Schedule.
15. The AIS Provider will distribute a copy of the issued NOTAM to the Information Originator.

**Error Correction**

16. The AIS Provider will take whatever measures are deemed appropriate to:
  - notify users of an identified error in published information, and
  - correct the error.
17. The AIS Provider will raise a Promulgated Information Incident (PII) Report as required in cases where incorrect information has been promulgated.

**SIGNATURES**

Signed for and on behalf of  
**The Originating Organisation**  
by:

Signed for and on behalf of **The AIS Provider** by:

\_\_\_\_\_

\_\_\_\_\_

Name; \_\_\_\_\_

Name; \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Appendix 1

**Declaration of Originating Organisation**

**I am the nominated Senior Person of (insert organisation) and in that capacity I confirm:**

- I agree with the *Originating Organisation's Responsibilities* stated in Part 2 of this Service Level Agreement.
- The Information Originators I have nominated have been informed of and will comply with the *Originating Organisation's Responsibilities* stated in Part 2 of this Service Level Agreement.
- The Information Originators I have nominated have the capability to be responsible for the accuracy of the information they submit to the AIS Provider.
- The Information Originators I have nominated will provide a further declaration at the time of submission that the information submitted by them or on their behalf, is accurate.

\_\_\_\_\_  
*[username]*  
(name)

\_\_\_\_\_  
*[accepted with use of site]*  
(signature)

\_\_\_\_\_  
*[as per Register]*  
(position)

\_\_\_\_\_  
*[date of first use of site]*  
(date)

\_\_\_\_\_  
*[as per Register]*  
(organisation)

Copies of this form are available from the AIS Provider. Please send your request to [aim@airways.co.nz](mailto:aim@airways.co.nz).

Please mail one copy of this page to:  
Aeronautical Information Management  
The AIS Provider  
PO Box 294  
Wellington, New Zealand

**NOTE TO ONLINE USERS: There is no requirement to submit a signed hardcopy of this agreement to AIM.**  
**Use of the online Originator database application constitutes your acceptance of this agreement.**