

Assumption of TOBT Responsibility and Usage Agreement HAM CSA

(Airport CDM – Common Situational Awareness Tool)

Please mark with a cross as appropriate!	
<input type="radio"/>	We wish to agree the assumption of TOBT responsibility and conclude a usage agreement for HAM CSA.
<input type="radio"/>	We wish to re-assign TOBT responsibility.

Please send the completed form to the postal address below:

Flughafen Hamburg GmbH
 Aviation Division
 Local A-CDM Manager
 22335 Hamburg
 Airport-CDM@ham.airport.de

Airline	
Company name:	
Operational contact person:	
Address:	
Telephone number:	
Email:	

Responsible partner for TOBT



The airline is responsible for maintenance of the Target Off-Block Time (TOBT) in the airport CDM process. TOBT responsibility must be clearly assigned. Should the airline not maintain the TOBT itself, this declaration must name the party (e.g. the handling agent) that is responsible. An airline may only commission one subcontractor to maintain the TOBT. The party responsible for TOBT maintenance can be provided with multiple access accounts with restricted read and/or read-write privileges for HAM CSA.

We hereby confirm our binding participation in the airport CDM process and name the following organisational unit as TOBT-responsible party within the scope of the CDM process at Hamburg Airport. The responsibilities of the TOBT-responsible party are defined in the AIP for Hamburg Airport in the version valid at any given time.

Responsible partner for TOBT	
Company name:	
Effective from:	
Address:	
Telephone number:	
Email:	

On the basis of this agreement, the airline expressly consents to the provision of access to HAM CSA for the TOBT-responsible party for the purpose of maintaining the TOBT.

Access to HAM CSA



HAM CSA is a web-based application which makes available all data relevant to the airport CDM process. The application also allows the TOBT-responsible party to enter, change or delete TOBT data.

This is an application for access to HAM CSA. HAM CSA is a web-based application delivering data services to an end-user device via the internet. The quality of service may vary, depending on the internet connection and other use of the device.

Technical contact person:	
Number of parallel access accounts required:	
<input type="radio"/> Read-write access <input type="radio"/> Read-only access	

1. SUBJECT OF AGREEMENT

Within the framework of the airport CDM process, Flughafen Hamburg GmbH (hereinafter “FHG”) permits usage of HAM CSA and the data thereby made available for the duration of this agreement. The configuration of HAM CSA on the airline’s computers is the responsibility of the airline. FHG does guarantee to provide support in the configuration of the software and general product support, but no on-site support.

Furthermore, the usage of the product is subject to the following provisions of this agreement.

2. CONCLUSION OF AGREEMENT

The usage agreement is concluded when the airline sends a signed copy of this form to FHG. The request shall be verified by FHG once received. Once approval has been granted, FHG shall initiate the steps necessary to make the service available.

Provision of access shall take the form of a confirmation email to the airline, containing the information needed for the configuration of the application by the airline.

3. AVAILABILITY / SERVICE QUALITY

Within the constraints of its existing technical and operational capabilities, FHG shall make every effort to ensure the highest possible availability of the entire system associated with HAM CSA. No assurance or guarantee, however, can be provided in terms of the availability of the system at a specific time, for a specific duration or in a specific functional scope. In particular, FHG provides no guarantee or assurance for data connectivity and data contents where these lie outside FHG’s area of responsibility.

Further, FHG is unable to provide any guarantee or assurance for the functionality and/or performance of the the application, as these are also significantly influenced by the customer’s equipment, network connectivity, device usage scenario and IT environment.

- Internet connection with PC and connectivity capacities in line with normal current standards.
- Browsers: IE 11, Firefox and Google Chrome in a version current at the time of commissioning the service. Highest priority is given to display and functionality using Internet Explorer 11. The functionality of CSA tools on older IE versions is possible, but we provide no guarantee in this respect.
- Client operating systems: The architecture of HAM SulTe as a web application means that HAM SulTe is usable on all devices where a suitable browser is installed and usable. Minimum display resolution 1920x1080 with 24” diagonal

- Logging in: For CSA users, external access is managed with so-called tokens. Users are issued with an Active Directory user account and a HAM SuITE user account along with a personal token assigned exclusively to the AD user in question. HAM SuITE access is only granted when the user enters the AD username and password accompanied by an additional six-figure code, visible only on the token.

Cookies must be accepted in the web browser for HAM CSA to function correctly.

4. ACCESS RIGHTS / PASSING ON OF DATA / LIABILITY / BLOCKING

The airline is not permitted to assign rights from this contract to a third party. Login credentials provided are to be treated with the appropriate diligence; liability rests with the airline identified in this agreement, including liability for all parallel user accounts the airline has applied for. Any distribution or forwarding of data or views from the HAM CSA access and any entry of the data to other systems (e.g. by video or remote access) is prohibited; the airline shall be liable to FHG and any aggrieved third party for damages arising therefrom. In the event of such a violation of this agreement, FHG shall be entitled to block or suspend HAM CSA access in whole or in part without delay and without first issuing a notice of extraordinary termination.

This agreement shall be valid for an indefinite term. Parties may only issue an extraordinary termination (i.e. without notice) in the case of an appropriately important reason. Such an important reason is especially present in the case of a violation of the obligations defined in the previous paragraph. In the case of extraordinary termination, FHG shall be entitled to suspend access to the system immediately and to completely disable or delete the login credentials. An important reason is also present in the case of other misuse of the system, deliberate entry of incorrect data, or manipulation of the data.

FHG makes the contents of HAM CSA available to the best of its knowledge but without any guarantee. No claims against FHG or any other obligated party can be accepted for damages incurred by the airline or any third party as a result of incorrect or missing information or inaccurate provision of information.

FHG's liability, regardless of the legal basis, extends to its employees, legal agents and representatives only in the case of wilful action, gross negligence, and the violation of essential contractual obligations. An "essential contractual obligation" is, specifically, the non-binding facilitation of access to HAM CSA without liability for any specific function or functional scope, availability, or the integrity and/or quality of data. In any and every event of liable violation of an essential contractual obligation which is neither wilful nor grossly negligent, FHG's liability is limited to the making good of foreseeable damage typical for the agreement.

The parties agree that foreseeable damage typical for the agreement, where within the responsibility of FHG, is limited to a sum of €10,000.

The aforementioned limit on liability shall not apply to damage life, body or health where caused by FHG, its legal agents or representatives.

FHG shall not be liable in any other matter. This applies in particular to claims for loss of profit, failure to save money, ineffective expenditure and other direct or indirect damages and claims arising from temporary disruption to the system for technical or operational reasons. Furthermore, the parties agree that FHG shall not be held liable for damages arising from culpable behaviour on the part of the airline. In the event that a claim is made by a third party against FHG, the airline shall indemnify FHG from the claim (including all legal and other costs arising).

Signing this agreement indicates acceptance of FHG's terms and conditions.

5. FEES

FHG makes HAM CSA available free of charge as part of the airport CDM process.

6. SERVICE DESK

A User Help Desk is available on working days during normal office hours as the central reporting point for faults.

Availability of the User Help Desk:

Monday – Friday:

Tel. intern:

Tel. extern:

Email:

The following data must be provided to the User Help Desk with fault reports:

- Full name of user
- Company / Department
- Location of end-user device
- HAM CSA username
- Telephone number in case of follow-up questions
- Description of fault
- Time of fault



7. TERM OF CONTRACT / TERMINATION / NOTIFICATION OF CHANGES

The period of notice of termination for both the airline and FHG shall be four weeks with effect from the end of the month. Notice of termination must be in writing, sent to the address specified on the first page. In particular, the airline is obliged to terminate this agreement in writing when the necessity for usage of HAM CSA no longer exists.

The airline is obliged to provide FHG with binding information on the flight events for which it is responsible at Hamburg Airport. Changes must also be notified without delay. Any notice of a change must be in writing, sent to the address specified on the first page.

8. FINAL PROVISIONS

In the event that any of the provisions above is or becomes invalid or inoperable, all remaining provisions shall remain valid. In place of the invalid or inoperable provision, a provision shall apply which comes as near as possible to the sense and purpose of the invalid or inoperable provision as intended by the parties to the agreement, subject to the constraints of what is legally feasible in terms of location, time, scope and scale. The same shall apply to any contractual gap. Amendments and supplements to this agreement must be in writing. This contract is subject exclusively to the law of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The place of fulfilment and exclusive competent jurisdiction is Hamburg.

Airline	Responsible partner for TOBT
_____	_____
Name (in block letters) / company stamp	Name (in block letters)
_____	_____
Date, signature	Date, signature

Approved by FHG Operations	Approved by FHG IT Operations
_____	_____
Date, signature of local A-CDM Manager	Date, signature Airsys service center
_____	_____
Date, signature FHG Traffic Management	Name (in block letters) or stamp
Name (in block letters) or stamp	