

# **EASA Inspection and Findings Platform Service (IFP) Terms of Use**



## **Table of Contents**

Table of Contents .....	2
A. Nature of the IFP Service .....	3
B. Users.....	3
B.1 Registration of Organisation IFP Account Holders (“IFP Account Holders”).....	3
B.1.1 Registration of Organisation IFP Account Holder (“IFP Account Holder”) for Part-145 approvals.....	3
B.1.2 Registration of Organisation IFP Account Holder (“IFP Account Holder”) for Part-147 approvals.....	4
B.1.3 Registration of Organisation IFP Account Holder (“IFP Account Holder”) for Part-CAMO approvals.....	4
B.2 IFP Account Holder Communication .....	4
B.3 Security.....	5
C. Information provided by Organisations in the IFP Service .....	5
D. Control and Operation .....	5
E. Modifications to the IFP .....	5
E.1 Records keeping and archiving policy .....	5
E.2 Data Protection .....	6
F. Technical Requirements.....	6
G. Availability of the IFP Service .....	6
H. Intellectual Property .....	7
I. Confidentiality.....	7
J. Liability .....	8
K. Applicable Law and Jurisdiction .....	8

The use of the EASA Inspection and Findings Platform Service (hereafter “IFP Service”) is subject to the following Terms of Use (hereafter “ToU”).

These ToU govern the use of the IFP Service and the data contained therein. No variation from these ToU shall be valid unless expressly agreed in writing by the Agency. Access and use of the IFP shall be free of charge.

## **A. Nature of the IFP Service**

The IFP Service is a web-based tool that allows Organisations, approved in accordance with Annex I (Part- M) or in accordance with Annex II (Part-145) or in accordance with Annex IV (Part-147) to Commission Regulation (EU) No 1321/2014 to:

- (i) view EASA held data, such as, but not limited to, EASA approved locations or nominated personnel;
- (ii) submit Corrective Action Plans to EASA for review and acceptance;
- (iii) submit evidences of corrective action implementation to EASA for review and acceptance.

## **B. Users**

The IFP Service shall exclusively be used by an Organisation with a registered IFP Account Holder. The Agency shall not grant access to an Organisation unless the Agency has received and verified the Organisation’s registration information and the Organisation has accepted these ToU.

For new Organisations these will be done by a completion of the EASA Form 2 “Application for Part 145 and Part-CAMO Approval” or EASA Form 12 “Application for Part 147 Approval” available forms on the EASA web site, and the supporting documents specified therein.

### ***B.1 Registration of Organisation IFP Account Holders (“IFP Account Holders”)***

#### **B.1.1 Registration of Organisation IFP Account Holder (“IFP Account Holder”) for Part-145 approvals.**

Organisations shall register for only one (1) Part-145 Organisation IFP Account Holder. The IFP Account Holder shall be the nominated or approved Quality Manager of the Organisation according to Annex II (Part-145) to Commission Regulation (EU) No 1321/2014, notably 145.A.30 (Personnel requirements) and 145.A.65 (Safety and quality policy, maintenance procedures and quality system), thereof. The IFP Account Holder shall be an employee of the Organisation duly authorised to represent and validly bind the Organisation for the purpose of using the Organisation IFP account and to be the Agency’s point of contact for EASA Part-145 approvals.

### **B.1.2 Registration of Organisation IFP Account Holder (“IFP Account Holder”) for Part-147 approvals.**

Organisations shall register for only one (1) Part-147 Organisation IFP Account Holder. The IFP Account Holder shall be the nominated or approved Quality Manager of the Organisation according to Annex IV (Part-147) to Commission Regulation (EU) No 1321/2014, notably 147.A.105 (Personnel requirements) and 147.A.130 (Training procedures and quality system), thereof. The IFP Account Holder shall be an employee of the Organisation duly authorised to represent and validly bind the Organisation for the purpose of using the Organisation IFP account and to be the Agency’s point of contact for EASA Part-147 approvals.

### **B.1.3 Registration of Organisation IFP Account Holder (“IFP Account Holder”) for Part-CAMO approvals.**

Organisations shall register for only one (1) Part-CAMO Organisation IFP Account Holder. The IFP Account Holder shall be the nominated or approved Quality Manager of the Organisation according to Annex I (Part-M) to Commission Regulation (EU) No 1321/2014, notably M.A.706 (Personnel requirements) and M.A.712 (Quality system), thereof. The IFP Account Holder shall be an employee of the Organisation duly authorised to represent and validly bind the Organisation for the purpose of using the Organisation IFP account and to be the Agency’s point of contact for EASA Part-CAMO approvals.

## **B.2 IFP Account Holder Communication**

The generic e-mail address provided by the Organisation through the EASA Form 2 (Application for Part-145 and Part-CAMO Approval) or the EASA Form 12 (Application for Part 147 Approval) at the time of the initial application, application for changes or stand-alone IFP access request, shall be used for any communication related to the use of the IFP Service.

Organisations might be allowed under justified cases to use an alternative generic e-mail address (IFP dedicated email address) for the sole purpose of IFP communication. The use of an alternative generic e-mail address as user name shall be considered as EASA approval of the request.

The Agency does not accept personal e-mail addresses for any communication related to the use of the IFP Service.

The Organisation IFP Account Holder shall monitor under his responsibility and supervise, on behalf of the Organisation, the generic or the IFP dedicated e-mail address and the usage of the IFP Service.

The Organisation IFP Account Holder shall request modification of the access rights to the IFP Service in the following cases:

- i. Upon termination of employment with the Organisation
- ii. Changes in functions, whereby access to the IFP Service is not needed.
- iii. As a consequence to a breach of any of the policies or terms governing these ToU.

### **B.3 Security**

The Agency shall provide each IFP Account Holder with one (1) user name/ID and password. The Organisation shall remain entirely responsible:

- (i) that the security and confidentiality of its user name/ID and password which shall be kept secure at all times;
- (ii) for all activities that occur under their IPF account;

IFP Account holders shall notify the Agency immediately of any unauthorised use of their accounts or any other breach of security thereof, take all such corrective measures and ensure that the user's account is immediately disabled. The Agency shall not be liable for any loss that the Organisation may incur as a result of someone else using a user name/ID and/or password, either with or without the knowledge of the IFP Account Holder. Until the moment of notification of unauthorised access/use to the Agency, the User may be held liable for losses incurred by the Agency or a third party.

## **C. Information provided by Organisations in the IFP Service**

The IFP Account Holder is responsible for ensuring that all data provided to the Agency are correct, accurate, up-to-date, truthful, complete and not misleading.

The upload, in whole or in parts, of Organisation documents, manuals or procedures does not constitute any form of explicit or implicit acceptance, authorisation or approval by the Agency.

## **D. Control and Operation**

The IFP Service is intended to be, and remain at all times controlled and operated exclusively by the Agency, subject to these ToU.

## **E. Modifications to the IFP**

The Agency reserves the right to change/update the ToU at any time and publish updated versions of the ToU on the EASA Website. The continued use of the IFP Service by the IFP Account Holder after any such change/update constitutes the IFP Account Holder's acknowledgement and acceptance of the updated ToU. The Agency reserves the right to alter, suspend or discontinue any aspect of the IFP Service, including the content or services available through it and any Account Holder's access to it. Unless explicitly stated otherwise, any new features including new content or amendment by the Agency to the IFP Service shall be subject to these ToU.

### **E.1 Records keeping and archiving policy**

The documents and data provided by the Account Holder are kept, in the electronic form they are delivered. In particular, for the purpose of ensuring traceability of the activities of the Account Holders, earlier versions of a document uploaded in the IFP Service are kept even after a new version of the document is provided. This applies to both paper and electronic documents.

## **E.2 Data Protection**

All personal data provided will be handled by EASA in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC. IFP Account Holders can consult how to exercise their rights on the privacy statement provided on EASA website: [www.easa.europa.eu/data-protection](http://www.easa.europa.eu/data-protection).

The personal data shall be processed by the Agency solely for the purposes of the operation of the IFP Service and for any actions related to the tasks and services requested through the IFP Service, including without limitation the performance, management, follow-up of such tasks and services and the processing of the related registrations and applications, as well as any other matters that could be of interest to the Organisation, without prejudice to possible transmission to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel and/or the European Anti-Fraud Office for the purposes of safeguarding the financial interest of the European Union. The IFP Account Holder shall have the right of access to their own personal data and the right to rectify any such data that is inaccurate or incomplete in accordance with the applicable legislation.

The Agency could disclose personal data to its authorised Certification Service Providers (e.g the National Aviation Authorities of the EU Member States) if relevant for the certification task or service applied and in due consideration of the above confidentiality principles.

The data will be stored for no longer than is necessary for the purpose for which this data is collected or further processed.

Queries concerning the processing of personal data, shall be addressed to the Agency via the following email address: [dpo@easa.europa.eu](mailto:dpo@easa.europa.eu). The Organisation shall have right of recourse at any time to the European Data Protection Supervisor: [edps@edps.europa.eu](mailto:edps@edps.europa.eu).

## **F. Technical Requirements**

The Agency and/or EASA's IT Service Provider will inform the user of the minimum technical requirements to use the IFP Service. Not adhering to these requirements may hinder the functionality of the IFP Service.

The IFP Service and the associated web applications use Secure Sockets Layer (SSL), for securing confidential communication between the Agency and Organisation with the IFP Service. The Agency has taken the necessary measures to ensure confidentiality of data provided by the Organisation via the IFP Service.

## **G. Availability of the IFP Service**

The Agency shall endeavour to make the IFP Service available at all times but cannot guarantee that the IFP Service will operate continuously or without interruptions or be error-free, and can accept no liability in that respect.

IFP Account Holders shall not attempt to interfere with the operation or functionalities of the IFP Service or the Agency's website, and in particular, shall not attempt to circumvent or in any way affect security, tamper with, hack into, decompile, reverse engineer or otherwise disrupt any computer system, server, website, router or any other internet connection device or other IT applications, tools, hardware, software, etc.

## **H. Intellectual Property**

All intellectual property rights pertaining to the IFP Service, including without limitation logos and trademarks/names contained within the IFP Service as well as the contents of the database provided by the Agency to the IFP service, are vested to the Agency (except where indicated otherwise). Organisations shall not modify, copy, reproduce, (re-)publish, upload, post, transmit, distribute or otherwise communicate, by any means or in any manner whatsoever, in whole or in part, any material or information downloaded from the IFP Service, including but not limited to text and/or graphics without an express authorisation from the Agency. Upon such authorisation being granted, the Organisation shall acknowledge the Agency as the source of such material or information.

Ownership of the contents of the database provided by the Organisation, including all copyright and other pre-existing or resulting intellectual or industrial property rights, any documentation, data, technical information and knowhow contained within the IFP Service remains vested with the original owners.

Without prejudice to the above, the original owners hereby grant at no cost a non-exclusive, irrevocable license of use to the Agency on any such documentation, data, technical information and know-how, for the full duration of any applicable intellectual or industrial property right, for purpose the Agency's operational activities. This includes inter alia operating and maintaining the IFP Service, storing and reproducing any licensed information for the purposes of internal and external reporting.

## **I. Confidentiality**

Subject to applicable national and international rules and regulations the Account Holder undertakes to treat in the strictest confidence and not to divulge to third parties any information or documents contained in this IFP Service. The IFP Account Holder shall continue to be bound by this undertaking after expiration of his/her credentials.

The disclosure of confidential information by the IFP Account Holder shall not under any circumstances grant any express or implied intellectual property rights on the revealed information to any recipient of such information. Unauthorised disclosure of confidential information shall not deem the information to be in the public domain.

The IFP Account Holder acknowledges that monetary damages may not be a sufficient remedy for damages resulting from the unauthorised disclosure of confidential information and that the Agency shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

No reproduction, transmission, storage, retrieval, translation or transcription of the confidential materials in this IFP Service in any form or by any means is permitted in whole or in part without the express written consent of EASA.

The Agency reserves the right to disclose the information included in the IFP Service to third parties if so required by the applicable legal framework.

## **J. Liability**

To the extent permitted by applicable law, the Agency excludes all express or implied terms, conditions, warranties, representations or endorsements whatsoever with regard to the data and documents provided through the IFP Service.

In relation to the submission of data and documents through IFP Service, the Agency accepts no liability for any indirect or consequential loss or damage, or for any loss of data, profit, revenue or business (whether direct or indirect), however caused, even if foreseeable.

In circumstances where an Organisation suffers loss or damage arising out of or in connection with the viewing, use or (mal-)performance of the IFP Service or its contents, the Agency shall accept no liability for this loss or damage whether due to inaccuracy, error, omission or any other cause and whether on the part of the Agency, its employees/agents/consultants/service providers or third-parties.

Organisations shall be responsible for ensuring that their computer systems meet all relevant technical specifications necessary to use, and are compatible with the IFP.

The Agency does not guarantee or warrant that any material available from its website, or in particular on the IFP, is free from defect, infection, viruses and/or other codes that may have damaging, contaminating, destructive or disruptive properties. Organisations shall be responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy their particular requirements for the accuracy of data input and output and, more generally, for the protection and security of their systems, material, property or operations.

The limitations and exclusions in this clause only apply to the maximum extent permitted by Applicable Law.

## **K. Applicable Law and Jurisdiction**

These ToU shall be governed by, and construed in accordance with, Community law, complemented where necessary by the national substantive law of Germany

Any disputes arising out of or in connection with the IFP and/or these ToU shall be subject to the jurisdiction of the competent courts of Cologne, Germany.