SWIM Registry Usage Terms and Conditions

# Purpose

These SWIM Registry Usage Terms and Conditions explain and affect your use of the SWIM Registry. By using the SWIM Registry, you agree to accept all Terms and Conditions written in here. You must not use the SWIM Registry if you disagree with any of these Terms and Conditions.

Usage of the SWIM Registry is defined as:

* Discovery of SWIM Services in the SWIM Registry for service consumption
* Registration and publication of SWIM Services in the SWIM Registry

The notions used in this document are explained in the SWIM Governance Controlled Vocabulary, maintained by the SWIM Governance and available on the SWIM Governance Website.

# Restrictions

You are specifically restricted from all of the following:

* publishing any content available in the registry for which you do not have the intellectual property rights in any other media.
* selling, sublicensing and/or otherwise commercializing any content available in the registry for which you do not have intellectual property rights.
* using the SWIM Registry in any way that is or may be damaging it.
* using the SWIM Registry in any way that impacts user access to it.
* using the SWIM Registry contrary to applicable laws and regulations, or in any way may cause harm to it, or to any person or organisation.
* engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to the SWIM Registry.

You will need a SWIM Registry user ID in order to use the SWIM Registry. You are responsible for any activity that happens on or through your SWIM Registry user ID.

Certain areas or functionalities of the SWIM Registry may be restricted from being accessed by you. Further restricted access might be given to any areas of the SWIM Registry, at any time, in absolute discretion.

# SWIM Registry End-User Eligibility Criteria

The Users of the SWIM Registry agree to the following:

* be associated to an organization with an interest in SWIM Services. This includes Operational, Institutional and ATM Industry Stakeholders, which are defined in subsection 3.1
* when entering into the SWIM Registry for an organisation, agree to have legal authority to bind to that organisation.
* provide true, accurate and complete personal and company information as requested in our registration process.
* keep the personal and company information current and accurate.

## Stakeholder Definitions

### SWIM Operational Stakeholders

A SWIM Operational Stakeholder is an organisation whose mission concerns the provision of Air Traffic Management / Air Navigation Services, Airport Operations, Airspace Users, and Military Defence Centres; and that directly (i.e. not on behalf of another stakeholder) consumes and/or provides SWIM Information Service(s).

The following types of organization qualify as “SWIM Operational Stakeholders”:

#### Airspace Users

* Operators of aircraft operated as general air traffic or operational air traffic (note that the legal definition includes operators of civilian and military general air traffic).

#### Providers of Air Navigation Services, namely

* Providers of air traffic services;
* Providers of communication, navigation and surveillance services;
* Providers of meteorological services for air navigation; and
* Providers of aeronautical information services;
* Military providers of air navigation services,
* Control and Defence Centres.

#### Providers of Network Performance related functions, that is,

* Regional/Local ATFM units
* National Airspace Management Cells

#### Providers of Aerodrome related functions under the SES Framework that take or prepare operational decisions with a direct impact on flight execution. That is,

* Aerodrome Operators,
* Military Aerodrome Operators,
* Providers of Apron Management Services,
* Providers of Ground Handling Services, in particular in the fields of,
  + snow and ice removal and de-icing of aircraft,
  + moving the aircraft on the apron at arrival and departure,
* and similar functions directly interfacing with the flight deck.

#### Providers of data preparation related services, that is,

* DAT service providers
* Space-based Signals Enhancement Service providers.

#### In comparison with the SWIM scope established in [PCP] Annex, point 5.2, this list adds further Military Ground Actors

* DAT and Space-based Signals Enhancement Service Providers
* Apron Management and other Ground Handling Service Providers which directly influence flight execution.

A SWIM Operational Stakeholders may delegate some of its “operational” responsibility to specialized service providers (the most prominent example being flight planning).

### Institutional Stakeholders

#### Regulatory Organisations

In the European context of SWIM, these are:

* States (e.g. Transport Ministries, Defence Ministries)
* European Aviation Safety Agency
* European Commission

#### Oversight Organisations

In the European context of SWIM, these are:

* European Aviation Safety Agency
* National Supervisory Authorities

#### SWIM Standards Developing Organisations

A SWIM Standards Developing Organisation is a member of the European ATM Standardisation Coordination Group concerned with SWIM standardisation. These are:

* European Aviation Safety Agency
* EUROCONTROL
* European Organisation for Civil Aviation Equipment
* European Committee for Standardisation

#### SWIM Centre of Expertise

In the European context, these are:

* EUROCONTROL
* SESAR Joint Undertaking
* SESAR Deployment Manager

#### Pan-European Network Performance Organisation

* EUROCONTROL, as Network Manager

### ATM Industry Stakeholders

#### System Suppliers

In the SWIM context, these are:

* ATM systems and/or components supplier
* ATM system and/or components supplier
* Airside Air Transport systems and/or components supplier
* Aircraft manufacturers
* Avionics manufacturers

#### Third Party Service Providers

A Third-Party Service Provider is an organisation whose business includes providing services to Operational Stakeholders.

#### Other

Academic and/or research activities concerning SWIM.

# SWIM Registry Content Editor Criteria

The Content Editors of the SWIM Registry are those users who have the role to update and publish a SWIM Service Description in the SWIM Registry.

The SWIM Registry Content Editors:

* apply the policy statements contained in the “SWIM Service Provisioning Policy” for any registered SWIM Service[[1]](#footnote-1)
* acknowledge they are allowed by their respective organisations to publish the SWIM Service Description in the name of their company.

# Usage of Data and Intellectual Property Rights

(1) All copyright and other intellectual property rights or proprietary rights stay with the organisation, which made available the data in the SWIM Registry.

(2) With the publication of data in the SWIM Registry the publishing organisation

a. grants a non-exclusive licence to users of the registry to read the content

b. makes no commitments whatsoever that the user of the registry is eligible to consume the service

(3) Any use of Service Registry content not explicitly mentioned in Chapter 1 (Purpose) requires an explicit authorisation of the owner of the data.

# No warranties

The SWIM Registry is provided “as is,” and we express no representations or warranties related to the SWIM Registry or its content.

# Limitation of liability

The information provided in the SWIM Registry is for information purposes only. EUROCONTROL do not guarantee that the information is accurate, reliable, up-to-date, complete or correct. Under no circumstances and as permitted by law shall EUROCONTROL be liable for the use which could be made of this information contained in the SWIM Registry and explicitly disclaim all liability in respect of such information. Any reliance you place on the information is therefore strictly at your own risk.

# Service Agreement

The EUROCONTROL SWIM Registry Service Agreement, which provides “End Users” with information on the activities arranged by EUROCONTROL to ensure the SWIM Registry service provision, is available in the SWIM Registry.

# Modification to the Terms and Conditions

These Terms and Conditions can be amended, and the changes take effect from the time of writing, or the electronic notification, or on a date as stated in the notification. End-Users will be given the opportunity to take note of the amended Terms and Conditions and have to accept them. If an end-user does not accept the amended Terms and Conditions, access to the SWIM Registry will be revoked.

# Applicable law and competent jurisdiction

(1) These Terms and Conditions shall be governed by the laws of Belgium, with the exception of the rules applicable to the protection of personal data where the obligations of EUROCONTROL shall be exclusively determined in accordance with the EUROCONTROL Regulation on Personal Data Protection and its Implementing Rules. The Belgian courts shall have sole jurisdiction to hear any dispute arising in connection with these Terms and Conditions.

(2) If any provision of these Terms and Conditions is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

1. The time limit of 24 months for SWIM Candidates will only apply from 01/01/2025. [↑](#footnote-ref-1)