



L/nnn/yy-[LICENSEE]/ELPAC

ELPAC LICENCE AGREEMENT

between

The European Organisation for the Safety of Air Navigation (EUROCONTROL) established by the EUROCONTROL International Convention relating to Co-operation for the Safety of Air Navigation as amended at Brussels in 1981, represented by its Director General, Mr Frank Brenner, in conformity with Article 13 of Annex 1 thereto, relating to the Statute of the Agency, represented in turn by the Acting Head of Procurement; Mr David Krautheim;

hereinafter called "EUROCONTROL",

and

[LICENSEE] ...

hereinafter called "[LICENSEE]",

DEFINITIONS

For the purpose of this document:

[LICENSEE]	shall mean the entity to which ELPAC has been made available including its staff.
Agreement	shall mean the present document (L/nnn/yy-[LICENSEE]/ELPAC).
Content Sensitive	shall mean any information or data [LICENSEE] does not wish to be freely accessible and generally available to third parties.
ELPAC ADMINISTRATOR	shall mean the person registered as administrator on the ELPAC test system.
ELPAC	shall mean English Language Proficiency for Aeronautical Communication.
EUROCONTROL	shall mean the European Organisation for the Safety of Air Navigation having its headquarters at Rue de la Fusée, 96, BE-1130 Brussels – Belgium.

Personal Information	shall mean any personal information related to a trainee air traffic controller, [LICENSEE], User and ELPAC ADMINISTRATORS and TEST TAKERS (e.g. name, gender, date of birth, mother tongue, etc.) as put into appropriate databases with the agreement of the person concerned during and for the purpose of ELPAC or performance of it.
Privacy Policy	shall mean the policy relating to the protection of Personal Information as described in Article 7.
TEST TAKER	shall mean the person taking the ELPAC Test (i.e. pilots, air traffic controllers, student air traffic controllers and military air operations controllers).
User	shall mean all users of ELPAC other than TEST TAKERS or ELPAC ADMINISTRATOR.

ARTICLE 1 – SCOPE

This Agreement sets out the terms and conditions under which EUROCONTROL grants [LICENSEE] access to ELPAC.

ARTICLE 2 – LICENCE TO USE ELPAC

[LICENSEE] may use ELPAC for the exclusive purpose of English language proficiency testing of the TEST TAKERS for the duration of this Agreement.

ARTICLE 3 – RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. Rights and Obligations of [LICENSEE]

a) Rights

[LICENSEE] may use ELPAC in strict accordance with the terms of this Agreement and for exclusively the purpose outlined in Article 2 above and Annex 1.

b) Obligations

[LICENSEE] shall:

- (i) use ELPAC only through its qualified and accredited employees or agents (as specified in Annex 1);
- (ii) not rent, lease, lent not sub-licence, transfer, sell or otherwise make available to third parties any part of ELPAC without EUROCONTROL's prior and explicit written agreement;
- (iii) not allow third parties to use ELPAC without EUROCONTROL's prior and explicit written agreement;
- (iv) not describe ELPAC or EUROCONTROL in a negative way;
- (v) not in any way harm or cause prejudice to EUROCONTROL, directly or indirectly;
- (vi) not compare ELPAC to [LICENSEE]'s own products and/or services or to other entities' products and/or services in advertisements and or any communication with third parties, or during courses or presentations given by [LICENSEE];
- (vii) not modify, translate or merge ELPAC or any parts thereof with other products or courses;

- (viii) not reverse-engineer, disassemble, or decompile ELPAC or parts or modules thereof or otherwise attempt to determinate its underlying source code or permit any such actions;
- (ix) not develop or derive any data in whatever form that incorporates or uses ELPAC or part thereof, except to the extent that [LICENSEE] is required to do so for the assessment of TEST TAKERS and for [LICENSEE]'s internal reporting purposes in order to draw conclusions on the use of ELPAC;
- (x) neither copy ELPAC (in any form – paper, electronic, digital or otherwise) nor otherwise reproduce ELPAC except as far as strictly necessary for the good running of the ELPAC Tests by [LICENSEE];
- (xi) store copies of ELPAC (in any form – electronic, digital or otherwise) in a location where only authorised [LICENSEE] employees bound by the confidentiality provisions in Article 9 can access it;
- (xii) put a system in place so that the competence of the personnel delivering products and/or services based on or related to ELPAC is guaranteed;
- (xiii) not publish ELPAC or the results performed by or in connection with it without EUROCONTROL's explicit prior written agreement;
- (xiv) promptly return to ELPAC to EUROCONTROL and where applicable all copies thereof as well as any materials and/or documentation relating thereto when this Agreement expires or is terminated and provide to EUROCONTROL a written statement that this has been done;
- (xv) reasonably safeguard at all times the ELPAC content as well as any other related technical information disclosed by EUROCONTROL to [LICENSEE] and shall prevent the use and disclosure of any of the same to any third party;
- (xvi) ensure that all ELPAC materials are stored securely and that appropriate measures to safeguard the integrity and confidentiality of ELPAC are taken. Any ELPAC Test material no longer required (namely the copies made in accordance with this Agreement) must be destroyed;
- (xvii) ensure that no ELPAC Test material is copied in any physical, digital or other format, or stored on a computer. Mobile phones, cameras or other digital or electronic devices shall be banned during test sessions;
- (xviii) not violate nor attempt to violate the security features of ELPAC, namely:
 - access data not intended for [LICENSEE] or log into a server or account for which [LICENSEE] is not authorised access;
 - attempt to probe, scan or test the vulnerability of ELPAC or EUROCONTROL network/s or to breach security or authentication measures;
 - attempt to interfere with services to any ELPAC host or network;
 - forge any TCP/IP packet header or any part of the header information in any posting;
 - knowingly post or transmit any content or information that contains a virus, worms, Trojan horses or corrupted data;
 - create deep linking to any part of ELPAC;
- (xix) not delete any author contributions, legal notices, copyright or proprietary designations contained in ELPAC;
- (xx) not upload nor transmit any content or information that infringes any intellectual proprietary rights of EUROCONTROL or of third parties;

- (xxi) not delete or revise any material posted by another person or entity than [LICENSEE], without express permission of such other person or entity;
- (xxii) not use any device, software or routine to interfere with the proper working of ELPAC;
- (xxiii) not take any action that imposes an unreasonable or disproportionately large load on EUROCONTROL servers and/or EUROCONTROL infrastructure;
- (xxiv) not download, copy, modify and/or reuse ELPAC or any part thereof for purposes other than those of this Agreement, without the prior and explicit written agreement of EUROCONTROL, and/or
- (xxv) not provide TEST TAKERS with copies of print-outs and/or copies of screenshots of test result screens or any ELPAC Test Data output that are directly derived from ELPAC. Any such copies of print-outs and/or copies of screenshots or any ELPAC Test printed material used for decision-making should either be physically destroyed by [LICENSEE] or if kept, stored by the [LICENSEE] in a secured place, access being given only to authorised persons bound by this Agreement.

3.2. Rights of EUROCONTROL

- a) EUROCONTROL and/or other third parties known to EUROCONTROL are and shall remain the exclusive owner of ELPAC and shall as part of the ownership right have the right to maintain, update, modify and/or change the ELPAC Test or parts thereof at any time itself or through a third party of its choice.
- b) EUROCONTROL reserves the right, to be exercised at its discretion, to publish synthetic reports concerning the tests delivered based on ELPAC (including where applicable the number of TEST TAKERS, as well the name of the entities that delivered the test) and [LICENSEE] has the obligation to provide to EUROCONTROL annually upon its demand such reports, as detailed in Article 6 below.

ARTICLE 4 – FEES AND PAYMENT

- 4.1. ELPAC is subject to the payment of the fees specified in paragraph 4.2.
- 4.2. Testing of individuals (i.e. TEST TAKERS) using ELPAC is subject to a fee of 95 EUR (ninety-five euro) per ELPAC test administered on the ELPAC test server.
- 4.3. EUROCONTROL shall invoice [LICENSEE] for 10 (ten) ELPAC tests following the entry into force of this Agreement. The remaining balance shall be based on the total number of tests taken and it shall be invoiced by EUROCONTROL at a fixed invoicing period twice per year.
- 4.4. An annual inflationary index shall be applied, from the 1 January of each year, using the EUROSTAT harmonised indices of consumer prices for the European Union (EU 27) as announced on the EUROSTAT homepage (<http://epp.eurostat.ec.europa.eu>) or similar official source.
- 4.5. Payment shall be made to the bank account:
ING BANK Brussels
Account: BE36 3101 0973 5681
also indicated on the invoice issued by EUROCONTROL within a period of thirty (30) calendar days of the receipt of the invoice by [LICENSEE].
- 4.6. Any delay in the payment of the amounts due under this Agreement shall give rise to the payment of interest on arrears calculated on the basis of the rate in the annual Decision by the EUROCONTROL enlarged Commission relating to the rate of interest on late payments of route charges. Each day's delay beyond the above-mentioned period shall be calculated as 1/360 of a year.

ARTICLE 5 – DELIVERY OF AND ACCESS TO ELPAC

Access to ELPAC and relevant material shall be granted by EUROCONTROL only to those employees or agents of [LICENSEE] who fulfilled the eligibility criteria specified in Annex 1.

ARTICLE 6 – FEED-BACK AND UPGRADES

- 6.1. [LICENSEE] shall provide EUROCONTROL annually with appropriate feed-back reports (administrator reports) on the results, use and experience gathered with ELPAC in order to improve the ELPAC Test performance.
- 6.2. EUROCONTROL shall respect the confidentiality of any feedback received, subject to Article 3.2. b) above.
- 6.3. EUROCONTROL requires data in the reports for test evaluation purposes only. This may include personal data of a general nature such as the age, gender, ATC function, ATC experience from unidentifiable sources.
- 6.4. EUROCONTROL shall monitor ELPAC and its implementation and may from time to time issue and propose new versions (upgrades) of ELPAC which may be made available, at EUROCONTROL's discretion to [LICENSEE] free of charge as soon as they become available.

ARTICLE 7 - PRIVACY POLICY

- 7.1. By using ELPAC [LICENSEE] may post information and get reports on ELPAC results and other private information of TEST TAKERS and/or ELPAC ADMINISTRATORS.
- 7.2. Such information made available by [LICENSEE] may be used by EUROCONTROL in only for the purposes of this accordance with this Agreement. EUROCONTROL may namely use such information for statistical analysis. This analysis is carried out exclusively for scientific reasons such as for ELPAC validation, maintenance, development and research purposes. The information will be treated as strictly confidential. Furthermore, statistical analyses are performed using anonymous data which cannot therefore be identified with a specific individual.

ARTICLE 8 - SYSTEM SECURITY

- 8.1. EUROCONTROL operates secure data networks protected by industry standard security protection systems. EUROCONTROL security and privacy policies are periodically reviewed and enhanced. [LICENSEE] shall note, however, that ELPAC and EUROCONTROL servers, as most Internet applications, are vulnerable to various security issues and should therefore not be considered as entirely secure as far as information technology for Internet applications is concerned.
- 8.2. Data and information sent using ELPAC might be subject to illicit activities of third parties such as privacy and security invasions. While EUROCONTROL provides all reasonable efforts to prevent such invasions from occurring, EUROCONTROL can not accept responsibility and liability for any damage or harm caused as a result of such actions.
- 8.3. [LICENSEE] shall not use ELPAC in connection with applications and information it considers "content sensitive".

ARTICLE 9 – INTELLECTUAL PROPERTY RIGHTS – CONFIDENTIAL INFORMATION

9.1. Intellectual Property Rights

All right, title and interest in and related to ELPAC (including any images, photographs, animation, video, audio music and text incorporated in it) as well as all intellectual property rights embodied therein are protected by international intellectual property rights laws and shall at all times remain with EUROCONTROL and/or as may be the case with third parties known to EUROCONTROL.

9.2. Confidential Information

- a) [LICENSEE] may not copy any of the printed materials accompanying ELPAC without the prior written agreement of EUROCONTROL. [LICENSEE] shall however be entitled to make the appropriate number of photocopies of ELPAC material as is required for the administration of ELPAC. Any authorised copies shall bear the legend according to Article 9.2. b) below.
- b) All documentation to be released by [LICENSEE] and which contain or refer to ELPAC or parts thereof shall bear a legend¹ on the first page of such documentation or products clearly stating that EUROCONTROL has the relevant rights to make ELPAC available under this Agreement.
- c) [LICENSEE] shall inform EUROCONTROL in advance of any planned release and EUROCONTROL reserves the right to review all documents to be released and to disapprove of the distribution and/or use of the same if it considers that they affect EUROCONTROL's interests adversely.
- d) [LICENSEE] shall ensure that disclosure of ELPAC is made only to those employees or agents of [LICENSEE] who have followed and successfully completed relevant accreditation training for ELPAC ADMINISTRATORS and after they have been notified to EUROCONTROL by [LICENSEE].
- e) In the framework of this Agreement the Parties may have to exchange confidential, proprietary information ("Confidential Information") of each other. The Recipient shall not disclose or make available such Confidential Information or any part thereof to any person or entity except to those of the Recipient's directors, other officers, employees or agents for whom access is necessary due to their direct participation in the performance of the Recipient's duties or the exercise of the Recipient's rights under this Agreement for a period starting on the date of entry into force of this Agreement and ending five (5) years after the expiration or termination of this Agreement.
- f) The Recipient shall ensure that, before disclosure of the Confidential Information, any person to which Confidential Information is disclosed under this Agreement shall be advised of and shall comply with Recipient's obligations of confidentiality under this Agreement as if such person was a Party to this Agreement. The standard of care that the Recipient must exercise to meet these obligations is the standard it exercises with respect to its own confidential information of a similar nature, but in no event less than due care.
- g) The obligations of Article 9.2. e) and f) above do not apply to information:
 - a) which is already, or subsequently becomes, generally available by means other than the fault of, or breach of this Agreement by the Recipient;

¹A legend along the following lines shall appear in full on any document which contains or refers to ELPAC or parts thereof: "This product or document has been created by and/or contains parts which have been created or made available by the European Organisation for the Safety of Air Navigation (EUROCONTROL). ©2017. All rights reserved. EUROCONTROL shall not be liable for any direct, indirect, incidental or consequential damages arising out of or in connection with this product or document, including with respect to the use of, modification or addition to ELPAC by [LICENSEE]."

- b) which the Recipient can demonstrate he rightfully had in his possession prior to disclosure to the Recipient by the Party other than the Recipient;
- c) which the Recipient independently develops without the use of the confidential information, or any part thereof;
- d) where the Recipient has rightfully obtained from a third party the right to transfer or disclose the Confidential Information; or
- e) which is produced in compliance with applicable law or a court order, provided that the Recipient first gives the disclosing Party reasonable notice of such law or order and gives the disclosing Party the opportunity to oppose and/or attempt to limit such production.

ARTICLE 10 - CHANGES TO ELPAC

- 10.1. EUROCONTROL reserves the right to modify, or cancel some or all of ELPAC web-based platform functionalities, replace and/or shorten tests and test items at its own discretion. EUROCONTROL undertakes to give [LICENSEE] prior notice of such modification, cancellation or replacement at least 14 (fourteen) days in advance. [LICENSEE] shall be considered to have accepted such modified version of ELPAC if it continues to use ELPAC after having received notice of modification, cancellation or replacement.
- 10.2. [LICENSEE] acknowledges that EUROCONTROL may, at any time, suspend ELPAC.
- a) Insofar as the events resulting in such suspension of ELPAC are within the control of EUROCONTROL, prior to such suspension, the matter will be fully coordinated with and/or reported to the appropriate EUROCONTROL stakeholder consultative body. EUROCONTROL therefore undertakes to give [LICENSEE] prior notice at least 6 (six) months in advance of the beginning of the unavailability due to suspension of ELPAC. EUROCONTROL shall not be liable for the unavailability of ELPAC duly notified to [LICENSEE].
 - b) [LICENSEE] acknowledges, however, that EUROCONTROL may not be able to give prior notice in case the temporary cancellation or suspension of ELPAC is due to internet interruption, unplanned maintenance or installation services or any other circumstances beyond the reasonable control of EUROCONTROL and that EUROCONTROL cannot be held liable for such unavailability of ELPAC.

ARTICLE 11 – WARRANTY AND LIABILITY

- 11.1. [LICENSEE] acknowledges that ELPAC, including any upgrades thereto, may not be error-free and agrees that the existence of such errors shall not constitute a breach of this Agreement by EUROCONTROL.
- 11.2. ELPAC is provided by EUROCONTROL and accepted by [LICENSEE] on a strictly “as-is” basis, without any warranty whatsoever. All other warranties express or implied, including any warranties of or against interference with the enjoyment of the information, infringement, accuracy, compatibility, title, merchantability and fitness for any particular purpose, are explicitly excluded and disclaimed by EUROCONTROL. EUROCONTROL does not warrant that ELPAC or the operation of ELPAC will meet [LICENSEE]’s purposes or requirements or that they will be error-free.
- 11.3. EUROCONTROL does not accept any liability for or in connection with the use of ELPAC. The entire liability as to the quality, performance, accuracy of, or quality of information transmitted or received via the products or services provided by [LICENSEE], or arising out of or in connection with the use of ELPAC by [LICENSEE] lies with [LICENSEE].

- 11.4. Some modules of ELPAC may be derived from third party software or information and neither such third party nor EUROCONTROL warrants the modules or assumes any liability regarding the use of the modules or undertakes to furnish any support or information relating to or in connection with the modules.
- 11.5. EUROCONTROL warrants that it has all relevant rights to make ELPAC available in the framework of this Agreement and that, to the best of its knowledge, no proprietary rights of third parties are infringed. It is emphasized, however, that ELPAC may be used by [LICENSEE] only within the limits set out in this Agreement.

ARTICLE 12 - INDEMNIFICATION

[LICENSEE] shall indemnify EUROCONTROL and hold EUROCONTROL harmless from and against any claim, damage, loss, liability or expense, including attorneys' fees, arising out of [LICENSEE]'s failure to comply with this Agreement or its breach or infringement of any third party rights due to [LICENSEE]'s actions or omissions. This obligation shall survive this Agreement.

ARTICLE 13 – NOTICES

All notices and requests required or authorised under this Agreement, shall be given in writing by registered mail, unless otherwise specified in this Agreement. The points of contact² of the Parties which may be changed by notice given by registered mail with respect to the Administrator and by email with respect to the other points of contact are the following:

For EUROCONTROL

Technical matters	Licensing matters
Institute of Air Navigation Services	Network Manager Directorate
12, Rue Antoine de St. Exupéry	Rue de la Fusée 96
LU-1432 Luxembourg	BE-1130 Brussels, Belgium
Att.: Mr P. Satijn	Att.: Mr B. von Erlach
Telephone: +352 43 60 61 209	Telephone: +32 2 729 3474
Email: pieke.satijn@eurocontrol.int	Email: burkhart.von-erlach@eurocontrol.int

For [LICENSEE]

ELPAC Administrator	Licensing matters
[LICENSEE]	[LICENSEE]
Att.:	Att.:
Telephone: +	Telephone: +
Email:	Email:

ARTICLE 14 – ENTRY IN TO FORCE, DURATION AND TERMINATION

- 14.1. This Agreement shall enter into force after its signature by both Parties and shall remain in force for one (1) calendar year. It shall automatically be extended by further periods of one (1) year unless written notice of termination is given by registered letter by any of the Parties at least three (3) months before the expiration of this Agreement.
- 14.2. In the event of the failure or neglect of [LICENSEE] to fulfil any of its obligations under this Agreement, EUROCONTROL may serve [LICENSEE] a written notice of default. If the default is not remedied within thirty (30) calendar days after the serving of the notice, EUROCONTROL shall have the right to terminate this Agreement with immediate effect at any time thereafter, provided the default still exists, by serving written notice of termination to [LICENSEE].
- 14.3. EUROCONTROL may also terminate this Agreement without any further notice if [LICENSEE] becomes insolvent or makes an assignment for the benefit of creditors or proceedings in voluntary or involuntary bankruptcy are instituted on behalf of or against [LICENSEE] or a Receiver or Trustee of [LICENSEE]'s property is appointed.

²The Point of Contact is essentially for matters involving policy and regulation. Practical matters concerning the administration of the ELPAC test on a day to day basis shall be addressed by the ELPAC ADMINISTRATOR (trained and accredited).

- 14.4. Notwithstanding Article 14.1. above, EUROCONTROL reserves the right to terminate this Agreement for convenience with immediate effect by sending a termination notice to [LICENSEE].
- 14.5. Termination notice shall be given in writing by registered mail.
- 14.6. [LICENSEE] shall upon termination of this Agreement promptly return ELPAC to EUROCONTROL and where applicable all local copies thereof as well as any materials and/or documentation relating thereto and provide to EUROCONTROL a written statement that this has been done.

ARTICLE 15 – RESOLUTION OF DISPUTES

- 15.1. Any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments to this Agreement, including without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be referred to and finally determined by arbitration in accordance with the WIPO³ Arbitration Rules.
- 15.2. The arbitral tribunal shall consist of three arbitrators.
- 15.3. The place of arbitration shall be Brussels (Belgium). The language to be used in the arbitral proceedings shall be English.
- 15.4. The dispute, controversy or claim shall be decided according to the laws of Belgium.

ARTICLE 16 - AMENDMENTS

- 16.1. The terms and conditions of this Agreement including its Annex constitute the entire agreement and understanding of the Parties and supersede all previous communications whether written or oral between the Parties, including any previous agreement or understanding varying or extending the same. There are no further or other agreements or understandings, written or oral, in effect between the Parties with respect to the subject matter thereof.
- 16.2. This Agreement may be amended or modified only by an instrument in writing of equal formality, signed by the duly authorised representatives of both Parties.

ARTICLE 17 - MISCELLANEOUS

- 17.1. This Agreement represents the complete agreement between [LICENSEE] and EUROCONTROL concerning the subject matter hereof and it supersedes all prior agreements and representations, if any.
- 17.2. Any verbal agreement modifying or supplementing this Agreement shall not be binding on either of the Parties.
- 17.3. The Annex to this Agreement shall form an entire part of this Agreement, it being understood that in any case of divergence between the text of the Agreement and the Annex hereto the text of the Annex shall prevail.
- 17.4. [LICENSEE] may not transfer, assign, sublicense or pledge in any manner whatsoever, any of [LICENSEE]'s rights or obligations under this Agreement and any such assignment if made will be null and void.

³ World Intellectual Property Organization

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be duly executed in duplicate on their behalf by their duly authorised officers and representatives in a manner legally binding upon them.

For EUROCONTROL

For [LICENSEE]

For and on behalf of the Director General

Signature:

Signature:

David Krautheim

Acting Head of Procurement

Date:

Date:

Annex 1

EUROCONTROL English Language Proficiency for Aeronautical Communication ELPAC

1. DESCRIPTION OF ELPAC

- 1.1. ELPAC has been specifically designed for pilots, operational air traffic controllers and student air traffic controllers (“TEST TAKERS”) and has been developed to meet the English language proficiency requirements as determined by the Standards and Recommended Practices (“SARPs”) of ICAO Annex 1 (Personnel Licensing) and EU regulations 805/2011 and 1178/2011.
- 1.2. ELPAC has been developed by EUROCONTROL at the request of the members of the Human Resources Team (“HRT”). Details of ELPAC development can be found at www.elpac.info
- 1.3. It is hereby emphasised that the security aspects of ELPAC are very important and that [LICENSEE] must strictly and unambiguously abide to all terms and conditions outlined in this Agreement prior to receiving access to the ELPAC database and any associated materials.
- 1.4. ELPAC shall be available on a web server.

2. DELIVERY

- 2.1. [LICENSEE] shall nominate an ELPAC ADMINISTRATOR.
- 2.2. Access to ELPAC shall be granted by EUROCONTROL only to those employees or agents of [LICENSEE] who have followed, and successfully completed, the ELPAC accreditation training for ELPAC ADMINISTRATORS and after they have been notified to EUROCONTROL by [LICENSEE].
- 2.3. EUROCONTROL shall provide to the ELPAC ADMINISTRATOR all guidelines and other materials necessary for the efficient and correct running of ELPAC.

3. SPECIAL TERMS AND CONDITIONS FOR THE UTILISATION OF ELPAC

In the event of [LICENSEE] wishing to undertake testing using ELPAC for or on behalf of a third party’s licensed and/or student air traffic controllers and military air operations controllers, prior written permission shall be obtained from EUROCONTROL. Such permission is subject to the following conditions:

- a) the persons providing ELPAC for and on behalf of [LICENSEE] must have completed successfully ELPAC accreditation, and
- b) all matters regarding potential remuneration of services provided in relation to ELPAC shall be arranged directly between [LICENSEE] and the relevant third party.

4. TRAINING

- 4.1. Accreditation training for ELPAC ADMINISTRATORS shall be organised by the EUROCONTROL Institute of Air Navigation Services in Luxembourg, or by a training institute approved by EUROCONTROL.
- 4.2. Accreditation training for ELPAC ADMINISTRATORS given at the EUROCONTROL Institute of Air Navigation Services in Luxembourg shall be free of charge. A self-study preparation is a pre-requisite and must be completed by each participant before attending the course.

- 4.3. Refresher training for ELPAC ADMINISTRATORS shall be organised by the EUROCONTROL Institute of Air Navigation Services, or by a training institute approved by EUROCONTROL. It is recommended to attend ELPAC refresher training at a three (3) year interval.

5. ACCESS TO ELPAC TEST DATABASE BY THE ELPAC ADMINISTRATOR

- 5.1. This Agreement permits [LICENSEE] to access the ELPAC database for the purpose of storing candidate profiles, setting up testing sessions, administering Paper 1 (Listening Comprehension) via the internet, marking Paper 1, setting up the administration for Paper 2 (Oral Interaction) and recording all candidate test results. The information accessible in ELPAC to [LICENSEE] remains confidential and is made available only to [LICENSEE] and/or its appointed ELPAC ADMINISTRATOR. For the purpose of marking of Paper 1 tests, the ELPAC Paper 1 marker shall have access to the ELPAC database.
- 5.2. [LICENSEE] may not copy ELPAC or any parts of data thereof from the database to a computer hard disk or any other permanent electronic storage device but [LICENSEE] may print sufficient paper copies of the textual files as are required for the administration of ELPAC (subject to the security required for all test materials).