



## ATCO2 – Exploitation Memorandum of Understanding

**This AGREEMENT is made by and between:**

**Honeywell International SRO (HON EU)**, having its registered office at V Parku 2321/16, Praha – Chodov, 148 00, Czech Republic, VAT number: CZ27617793 (as “Topic Manager”)

And

**Airbus Operations SAS**, having its registered office at Route de Bayonne 316, Toulouse 31060, France, VAT Number FR13420916918 (as “Member”)

And

**Foundation of the Idiap Research Institute (IDIAP)**, having its registered office at Centre du Parc, Rue Marconi 19, 1920 Martigny, Switzerland, represented by Prof. Hervé Bourlard, Director and Dr. François Foglia, Deputy Director (as “Partner”)

And

**Vysoke Uceni Technicke v Brne (BUT)**, having its registered office at Antoninska 548/1, 601 90 Brno, Czech Republic, represented by doc. Ing. Ladislav Janíček, Ph.D., MBA, LL.M., rector, (as “Partner”)

And

**Universitat des Saarlandes (USAAR)**, having its registered office at Campus, 66123 Saarbrücken, Germany, represented by the Vice-President for Research and Technology Transfer, Univ.-Prof. Dr. Veit Flockerzi, (as “Partner”)

And

**Opensky Network (OSN)**, established in Eyzalg 23, Burgdorf 3400, Switzerland, represented by Vincent Lenders (Chair of the Board, (as “Partner”)

And

**Replaywell SRO (ReplayWell)**, established in Hluboká 3, 63900 Brno, Czech Republic, represented by Dr. Igor Szoke, CEO, (as “Partner”)

And

**Evaluations and Language Resources Distribution Agency (ELDA)**, established in 9 rue des Cordelières, 75013 Paris, France, represented by Khalid Choukri, CEO (as “Partner”)

And

**Romagna Tech Societa Consortile per Azioni (Romagna Tech)**, established in Corso Giuseppe Garibaldi 49, Forli 47121, Italy, represented by Prof. Enrico Sangiorgi, President. (as “Partner”)

Hereafter, jointly or individually, referred to as “Parties” or “Party”

### **Preamble:**

Whereas the Parties are jointly involved in the Project entitled “Automatic collection and processing of voice data from air-traffic communication” (in short “ATCO2 Project”). This Agreement is made in consideration of the Clean Sky JU Grant agreement for partners number 864702 (the “Grant Agreement”), of the Consortium Agreement agreed between the Parties (the “Consortium Agreement”) as well the Implementation Agreement agreed between the Parties (the “Implementation Agreement”) which regulates the relationships between the Parties in the development of the Project.

Whereas this Memorandum of Understanding (the “Agreement”) is made by the Parties to determine the ownership and exploitation of the results of the project, comprising of the data collected and processed during the project time (the “ATCO2 Project Data”) defined in Exhibit A, the data collected and processed after the project time (the “ATCO2 Data”), the project platform for collecting and transcribing the data (the “ATCO2 Platform”) collectively referred as the “ATCO2 Results” and the technologies developed by Partners during the ATCO2 Project (the ATCO2 Technologies”)

## **Terms and conditions**

### **Section 1 – Exploitation of ATCO2 Project Data**

1. It is agreed by the Parties that the terms and conditions regarding the reuse and access to Project Data among the Parties, by the Topic Manager, the Members, the Parties, potential assignees and third parties are regulated in the Implementation Agreement.
2. Regarding exploitation it is agreed that the Parties recognize the following types of third parties:
  - Academic and non-profit organizations
  - For-profit organizations
  - Contributors
  - Certification authorities

As agreed between the Parties, Contributors and Certification authorities shall be considered as non-commercial organizations.

3. It is agreed by all other Parties that ELDA shall be appointed as the official distributor of the ATCO2 Project Data.
4. It is agreed that the Revenues generated by the sales of the ATCO2 Project Data shall be shared between the Parties according to the shares indicated in Exhibit A.

5. It is agreed by the Parties that ELDA will make available the ATCO2 Project Data according to the Pricing list indicated in Exhibit A.
6. It is agreed that all parties should apply their national tax legislation in relation to all sums and revenues collected from the sale of ATCO2 Project Data.
7. ELDA warrants that its licensing agreements contain clauses that compel third parties using the ATCO2 Project Data will credit ELDA and the ATCO2 Project when re-using the ATCO2 Project Data.

## **Section 2 – Exploitation of ATCO2 Data collected after the Project (the “ATCO2 Data”)**

8. Regarding exploitation of the ATCO2 Data it is agreed by all Parties that ELDA, OpenSky Network and ReplayWell (the “Exploitation Partners”) shall have the right to process, distribute and sell batches of data that is collected over a period of time, to third parties. This Section shall specify the terms and conditions of the distribution of ATCO2 Data.
9. The period over which the data is collected and aggregated into ATCO Data shall be agreed between ReplayWell, OpenSky Network and ELDA.
10. It is understood by the Exploitation Partners that the ATCO2 Data shall be comprised of the following elements :

- a. Raw Data

Raw Data is defined as Air Traffic Control Voice Conversation added with metadata (most typically a VHF data downloaded through OSN channels<sup>1</sup>) including but not limited to airport location.

- b. Automatically transcribed data and associated metadata (“Automatic Annotations”)

Automatic Annotations are defined as Raw data collected by OSN that is automatically sent to ReplayWell servers for automatic annotation. Automatic annotations contain other metadata including, but not limited to Language Identification, Speech to Noise ratio values, Automatic Speech recognition and content tagging.

- c. Human annotated data (“Human Annotations”)

Human Annotations, including but not limited to transcription, can be added manually by ReplayWell in addition to Automatic Annotations.

11. It is agreed between the Exploitation Partners that ELDA shall be appointed as the exclusive distributor of ATCO2 Data for a period of 3 (three) years (the “Exclusivity Period”).

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<sup>1</sup> <https://www.atco2.org/news/atc-recording-using-sdr-deeper-analysis-raw-signal-processing-and-snr-estimation>

12. It is agreed that during the Exclusivity Period, that in the event either OSN or ReplayWell can inform ELDA of a distribution opportunity that is not followed upon in a delay of 30 (thirty) days. OSN or ReplayWell shall have the right to inform ELDA, by any means, of the immediate termination of the Exclusivity Period.
13. It is agreed between the Exploitation Partners that OSN shall be appointed as the exclusive distributor of non-commercial Raw Data (free data).
14. After the end of the Exclusivity Period it is agreed that Exploitation Partners shall distribute the ATCO2 Data as follows:
  - a. OSN can distribute Raw data and Automatic Annotations
  - b. ReplayWell can distribute Raw data in agreement with OSN, Automatic Annotations and Human Annotations
  - c. ELDA shall distribute ATCO2 data under the same conditions as during the Exclusivity Period.
15. It is agreed that the Exploitation Partners shall offer the ATCO2 data on similar conditions and that all rebates, discounts or promotion on the prices indicated in Exhibit B shall be agreed, in writing by any means, between the Exploitation Partners.
16. ReplayWell, ELDA, OSN agree that all Revenues generated from the distribution of ATCO2 Data by the Exploitation Partners shall be shared according to the Revenue Share scheme described in Exhibit B.
17. It is agreed that the Topic Manager shall have the right to veto any sale of the ATCO2 Data during the 2 (two) year Competitive Advantage Period as agreed in Section 30.3 of the Grant Agreement and Attachment 9 of the Implementation Agreement.

### **Section 3 – Exploitation of the ATCO2 Platform**

18. It is understood that OSN does not need any access to the foreground developed by the other Parties to operate its platform for collecting and pre-processing the ATCO2 Data.
19. It is understood that ReplayWell shall need to use and access to foreground developed and implemented during the ATCO2 Project to process, transcribe and annotate the ATCO2 Data with the ATCO2 Platform.
20. It is agreed that all Revenues generated by ReplayWell in the operation of the ATCO2 Platform shall be shared according to the scheme described in Exhibit C.
21. It is understood that ReplayWell and OSN shall conclude an agreement regarding the pricing the operation of the ATCO2 Platform including but not limited to the negotiation of the processing fee, the sharing of Revenues collected from the operation of the ATCO2 Platform, the sharing of data collected from the operation of the ATCO2 Platform and the sharing of costs related to the operation of the ATCO2 Platform.
22. It is agreed that Honeywell shall support ReplayWell with a monthly fee to be determined to establish and run the ATCO2 Platform for a period of 2 years.

23. It is agreed that in the event that no Revenues are collected from the operation of the ATCO2 Platform, either OSN or ReplayWell shall have the right to end the operation of the ATCO2 platform.

#### **Section 4 – Exploitation of the ATCO2 Technologies**

24. In this Section “ATCO2 Technologies” are defined as any piece of software that has been independently developed during the course of the Project by any of the Parties.

25. It is understood by all Partners that each Partner shall decide on the exploitation of the ATCO2 Technologies on a case-by-case basis under conditions included in the Consortium Agreement which are as follows

In case of joint ownership, each of the joint owners shall be entitled to grant non-exclusive licenses to third parties, without any right to sub-license, subject to the following conditions:

- At least 45 days prior notice must be given to the other joint owner(s);
- Fair and Reasonable compensation must be provided to the other joint owner(s).

#### **Section 5 – Reporting and Payment**

26. It is agreed that all matters related to the reporting of the exploitation of ATCO2 Project Data, ATCO2 Data and ATCO2 Platform and Technologies and payment of any sums collected in relation with the exploitation are settled in Exhibit D.

SIGNATURES

**Honeywell International SRO**  
**Representative Name : ...David Kozak**  
**Position : ...General Counsel**  
**Date : 02 / Jan    / 2023**

**Airbus Operations SAS (The signature of this partner is not necessary to ensure the validity and enforceability of this agreement)**

**Representative Name : .....**

**Position : .....**

**Date : \_\_/\_\_/\_\_\_\_**

**Fondation de l'Institut de Recherche IDIAP (**  
**Representative Name :** .....  
**Position :** .....  
**Date :** 6/1/23

**Fondation de l'Institut de Recherche**  
**Representative Name :** .....  
**Position :** ..... Prof. Hervé J



Vysoke Ucení Technické v Brně (BUT)

Representative Name : .....

Position : .....*REKTOR*.....

Date : 22/2/2023

**Universität des Saarlandes (USAAR)**

**Representative Name : .....**

**Position : .....**

**Date : 23/08/19**

Opensky Network (OSN)  
Representative Name : ..  
Position : ..*Members*.....*of*  
Date : *15/11/2023*

**Replaywell SRO (ReplayWell)**  
**Representative Name : .....**  
**Position : .....**

Evaluations and Language Resources Distribution Agency (ELDA)

Representative Name : ...khalid CHOUKRY

Position : .....CED.....

Date : 12/10/2023

**Romagna Tech Societa Consortile per Azioni (Romagna Tech)**  
**Representative Name : Prof. Enrico Sangiorgi**  
**Position : President**  
**Date :   /   /**

# **EXHIBIT A – Exploitation terms of ATCO2 Project Data**

## **1. Description of the ATCO2 Project Data**

The ATCO2 Project Data shall consist of a single package containing 3700 hours of automatically annotated data, 4 hours of manually automated data and metadata.

It will also contain a description of the data as well as a paper detailing how the data should be trained and tested as well as the quality of data for training.

## **2. Revenue Share**

The Parties shall share the Revenues as below :

- ReplayWell : 12,5%
- Romagna Tech : 12,5%
- OpenSky Network : 12,5%
- University of Saarland : 12,5%
- Brno University of Technology : 12,5%
- Idiap : 12,5%
- ELDA : 25%

## **3. Price of ATCO2 Project Data**

It is agreed that ELDA shall offer the ATCO2 Project Data to third parties at the following prices:

Commercial uses : 5 000€	Non-commercial research : 1 000€
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## EXHIBIT B – Exploitation terms of ATCO2 Data

1. The Parties agree that the Revenues collected from the sale of the Data (if collected and annotated by the community of users through the ATCO2 platform) shall be shared among the parties as follows:

a. During the Exclusivity Period the Revenues shall be shared among Parties as follows:

<b>Raw Data</b>	
Data Distributor (ELDA)	31% (thirty-one percent)
OSN	64% (sixty-four percent)
Other Partners (except Honeywell and Airbus)	5% (five percent) to be split equally between them

<b>Automatic and Human Annotations</b>	
Data Distributor (ELDA)	31% (thirty-one percent)
OSN	32% (thirty-two percent)
ReplayWell	32% (thirty-two percent)
Other Partners (except Honeywell and Airbus)	5% (five percent) to be split equally between them



- b. After the end of the Exclusivity Period the Revenues shall be shared among the Parties as follows:

<b>Raw Data</b>	
Data Distributor (ELDA or OSN or ReplayWell)	31% (thirty-one percent)
OSN	64% (sixty-four percent)
Other Partners (except Honeywell and Airbus)	5% (five percent) to be split equally between them

<b>Automatic and Human Annotations</b>	
Data Distributor (ELDA or OSN or ReplayWell)	31% (thirty-one percent)
OSN	32% (thirty-two percent)
ReplayWell	32% (thirty-two percent)
Other Partners (except Honeywell and Airbus)	5% (five percent) to be split equally between them

2. The Parties agree that the Data will be provided to third parties on pricing conditions as agreed below:

	Commercial users	Non-Commercial users
Raw Data	100€ / 100h	Free
Automatic Annotations	200€ / 100h	100€/100h
Human Annotations	1000€/h	600€/h

- It is agreed that any Partner shall have the right to create Human Annotations, (here “Partner Annotations” using Raw Data or Automatic Annotations, however if they were to distribute it for a fee they are compelled to distribute it under the conditions of this Agreement. In this event the Partner producing the Human Annotations will receive 95% (ninety-five percent) of the Revenues generated by the sale of these Partner Annotations. the other Partners, except Honeywell and Airbus, to be split equally among them.

It is agreed that in the event either OSN or ReplayWell perform sales of the ATCO2 Data without the intervention of ELDA as a Distributor, the Data Distributor Revenues shall be awarded to OSN or ReplayWell as Distributor of the Data.

- It is agreed that the payment of the share of the other Partners shall be paid under the following conditions
- If the amount of the share exceeds 1000€ (one thousand euros) the payment shall be executed by the Distributor accordingly on a yearly basis.

If the amount of the share is inferior to 1000€ (one thousand euros) the amount shall not be executed and the sums shall be reported to a payment to be made the following year.

- The Parties agreed that these Exploitation Terms shall run for a period of 5 (five) years that will be automatically renewed for 5 (five) years periods.

In the event one of the Parties decides to withdraw from this Agreement it shall notify other Parties to allow for renegotiation of these exploitation terms.

### **Exhibit C – Exploitation Terms of the ATCO2 Platform**

- It is agreed that the Revenues from the operation of the ATCO2 Platforms shall be shared as follows. OSN will receive 95% of the Revenues generated by the operation of the Collection Platform and 5% (five percent) shall be shared equally among the other Partners except Airbus and HoneyWell.

2. ReplayWell will receive 95% of the Revenues generated by the operation of the Annotation Platform and 5% (five percent) shall be shared equally among the other Partners except Airbus and HoneyWell.
3. It is agreed that the payment of the share of the other Partners shall be paid under the following conditions
4. If the amount of the share exceeds 100 EUR the payment shall be executed by ReplayWell or OSN accordingly on a yearly basis.
5. If the amount of the share is inferior to 100 EUR the amount shall not be executed and the sums shall be reported to a payment to be made the following year.

## **Exhibit D – Invoicing and reporting**

1. All exploitation of the ATCO2 Project Data, ATCO2 Data and ATCO2 Platforms shall be duly reported by the Partner performing such exploitation on a semestrial basis (January to June and July to December).
2. Payments shall be made within thirty days after the receipt of invoices, by transfer of the sum concerned to the bank account number specified on respective invoices. The said amounts are exclusive of value-added tax.
3. The Partners contact information regarding notifications of all sums due related to the exploitation of the ATCO2 Project Data, ATCO2 Data and ATCO2 Platforms are as follows:

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**Fondation de l'Institut de Recherche IDIAP**  
**(IDIAP) Contact person name: XXXXX**  
**Address: XXXXX**  
**Phone number: XXXX**  
**Email address: XXXXX**

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**Vysoke Uceni Technicke v Brne (BUT)**  
**Contact person name: XXXXX**  
**Address: XXXXX**  
**Phone number: XXXXX**  
**Email address: XXXXXX**

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**Universitat des Saarlandes (USAAR)**  
**Contact person name 1: XXXXX**  
**Address: XXXXX**  
  
**Phone number: XXXXX**  
**Email address: XXXXX**

**Contact person name 2: XXXXX**  
**Address: XXXX**  
**Phone number: XXXXX**

**Email address:XXXXX**

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**Opensky Network (OSN)**

**Contact person names: XXXXX**

**Address: XXXXX**

**Phone number: XXXXX**

**Email address:XXXXX**

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**Replaywell SRO (ReplayWell) Contact**

**person name: XXXXX**

**Address: XXXXXX**

**Phone number: XXXXX**

**Email address: XXXXX**

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**Evaluations and Language Resources Distribution Agency**

**(ELDA) Contact person name: XXXXX**

**Address: XXXXX**

**Phone number: XXXXX**

**Email address:XXXXX**

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**Romagna Tech Societa Consortile per Azioni (Romagna Tech)**

**Contact person name: XXXXXX**

**Address: XXXXX**

**Phone number: XXXXX**

**Email address: XXXXX**

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