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Belge: Template Agreement for a Flight Data Analysis Programme (FDAP)

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BRIEFING LEAFLET

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Template Agreement for a Flight Data Analysis Programme (FDAP)

NOTE

The acronym used in this document – FDAP - is the ICAO acronym for such Programmes, which can also be described by other names such as Flight Data Monitoring (FDM), Operational Flight Data Monitoring (OFDM), or Flight Operations Quality Assurance (FOQA).

Agreement for a Flight Data Analysis Programme (FDAP)

Statement of Understanding between [Airline] and [Pilot Association] [Date]

1 GENERAL INTENTIONS

- 1 As with successful incident reporting systems, the trust established between management and the flight crews who are being monitored is the foundation for a successful FDAP. It is understood by both parties that the greatest safety benefit will be derived through FDA by working in a spirit of mutual co-operation and trust towards improving safety.

A punitive management regime will suppress honest and open reporting and render an FDAP redundant. A rigid set of rules can be obstructive, limiting, or counter-productive, and it is preferred that those involved in an FDAP should be free to explore new solutions by mutual consent, always bearing in mind that the FDAP is a safety programme, not a disciplinary or punitive tool.

- 2 The primary purpose of the FDAP is the proactive use of digital flight data from routine operations to improve aviation safety. Any remedial actions triggered by the discovery of a concern should aim at preventing recurrence or reversing an adverse trend and adding to general operational knowledge (lessons learned). Such actions may include changing Standard Operating Procedures (SOPs) and/or manuals and seeking to raise the awareness of the pilots.
- 3 Concerns raised by the FDAP shall be resolved without identifying the crew involved. On rare occasions when confidentiality needs to be withdrawn, this Agreement provides procedures to be followed.

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- 4 It is recognised that documentation of actions taken following FDAP investigations may need to be retained. Such documentation shall be held in a confidential database and shall not be placed on a pilot's file.
- 5 In addition to the mandatory provision of flight data to comply with regulatory requirements, interested third parties (Manufacturers, NAA, AIB, etc.) may seek FDAP data for safety purposes:
- If the request is for de-identified data (data that does not contain any information that would identify it as originating from a particular pilot or a particular flight) then [Airline] may supply this information and will notify [Pilot Association] on each occasion.
- If the requested data only has value when it can be linked to specific flights, then [Airline] must reach an agreement with [Pilot Association] under the terms which the data can be provided.
- 6 Compliance with this Agreement shall be monitored and audited periodically by its signatories. In case of proven non-compliance, misuse of data, or breach of confidentiality, either party can revoke the Agreement, and the persons identified as the source of the misuse or breach shall be held accountable.
- 7 Either party can seek an amendment to this Agreement, but both parties shall agree before such amendment can take effect.

2 CONSTITUTION OF THE FDAP GROUP

The constitution and responsibilities of the FDAP Group should be clearly defined. The Group should meet on a regular basis, ideally once a month. This will enable the identification and any rectification of trends in a timely manner.

The monitoring team required to run this FDAP will typically consist of:

- A representative from the Safety Department
- An FDA Manager
- A representative from the training section
- A representative from the Flight Operations Department
- A Flight Data Analyst
- [Pilot Association] representatives, ideally one from each fleet (where applicable). This is [Pilot Association]'s link between the fleet or training managers and the aircrew involved in circumstances highlighted by the FDAP. Often referred to as the gatekeeper, this is the member of the team responsible for the security of identified data and the only one who can link FDAP data to an individual flight or crew. These representative(s) should have a positive attitude towards safety education and good people skills encapsulating the trust of both crews and managers in their integrity and good judgement.
- Any other representative, by unanimous invitation of the Group (eg. Flight Technical Support, Engineering...)
- Note: Each of the roles above should ideally be filled by a different individual. However, in smaller airlines, one individual could hold multiple roles. However, the [Pilot Association] representatives' role should never be combined with that of representatives from management with a requirement for oversight over the pilots, such as may be the case with the representative from Flight Operation.

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3 HANDLING

- 1 Scope

This section applies to events discovered by the routine running of the FDAP. If a pilot has filed an Air Safety Report (ASR) or reported an event, then the Safety Manager shall be responsible for the investigation, in accordance with the SMS or similarly agreed-upon non-punitive program, although other members of the FDAP Group may provide assistance.

- 2 Several follow-up actions may be used to investigate a concern raised by the FDAP. The most appropriate action in given circumstances shall be discussed and agreed upon between the FDA Manager, the Fleet FDA Representative, and the [Pilot Association] representative.

(i) The [Pilot Association] representative may be asked to contact a pilot to debrief an event.

(ii) The [Pilot Association] representative may be asked to contact crews where a significant safety trend has been identified and requires action from the Group's findings.

In both cases above, the crew shall remain unidentified, and a record of the debriefing shall be held in accordance with section 4 of this Agreement.

(iii) If the event clearly warrants or requires an ASR, but none has been filed, [Pilot Association] may be asked to request that the pilot files one. An ASR filed under these circumstances shall be treated as if it was filed at the time of the event.

(iv) [Pilot Association] may be asked to invite the crew to be debriefed by the Safety Manager. Participation by individual crew members is voluntary and no punitive action shall be taken against a crew member for the reason that they declined to be debriefed. The record of any such debriefing shall be sent to the pilot.

(v) As a result of an FDA review, pilots may be asked to undertake dedicated training, which shall not be an evaluation-type event. Such training shall be handled confidentially and shall not be used as a disciplinary action. Refer to the confidentiality provisions detailed in Section 5.

- 3 Conditions for identification

If an event or sequence of events is unanimously considered by the FDAP Group to require the identification of the crew, [Pilot Association] will normally agree with such a request in the interest of safety. Such identification shall only be processed by the [Pilot Association]

representative, who will notify the crew, and advise them of the possibility to be accompanied by [Pilot Association] representatives at any subsequent interview.

4 CONTACT WITH PILOTS

- 1 It is accepted that flight data may give an incomplete picture of what happened, and that it may not be able to explain "why" it happened. [Pilot Association] representative may be asked to contact the pilot(s) involved to elicit further information as to "how" and "why" an event occurred.
- 2 The [Pilot Association] representative who will be asked to interview the pilot(s) concerned, shall do so in accordance with the following procedure:

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- a) Such interviewer shall possess suitable qualifications (e.g. training in incident/accident investigation, SMS, etc.) and interview techniques, and have experience in safety matters within [Airline].
- b) The selection procedure for the interviewer shall be mutually agreed upon between [Airline] and [Pilot Association] and fully documented.
- c) [Pilot Association] shall provide a written report of each interview to the FDAP Group and the crew concerned.
- d) If, after the interview, the FDAP Group considers that the concerns have not been satisfactorily resolved, then the Group can determine if further training is required and how such training will be conducted in accordance with para. 3.2 (v). As a last resort, the provisions of paragraph 3.3. shall apply. e) Interview participation by individual crew members is voluntary and no punitive action shall be taken against a crew member for the reason that he or she declined an interview by the [Pilot Association] representative.
- 3 [Airline] shall provide the necessary means for the [Pilot Association] representative to contact the crew.
 - 4 It is recognised that the value of the "[Pilot Association] call" could be diminished by overuse. Therefore the numbers of calls, and the value of each, should be monitored by the FDAP Group.

5 CLOSURE AND CONFIDENTIALITY

- 1 Most FDAP events are not serious enough to warrant follow-up action and are automatically “closed”. Those events for which follow-up action is required are deemed “open”, and then need a positive closure when the action is complete. No record shall be kept on an individual pilot’s file.
- 2 A procedure shall be put in place to confidentially communicate to all the parties involved that an investigated event has been closed.
- 3 Contents of FDAP records:
 - The information to be retained in the FDAP database against the event shall be discussed and agreed between the FDA Manager and the [Pilot Association] representative, and might include the following:
 - A record of any debrief
 - A record of any dedicated training given to the pilot(s)
 - Any other relevant document

Records shall not contain anything that could identify the pilot(s) by name.

- 4 It is fundamental to the purpose of the Programme that the substance of the reports should be disseminated where necessary in the interests of safety.

6 RETENTION OF DATA

Identifiable data shall not be retained any longer than the legal minimum or, where there is no legal minimum, a duration agreed between [Airline] and [Pilot Association].

Note: IFALPA understands that the combination of different data might potentially identify the individuals. Therefore, the term “identifiable data” shall be defined by [Airline] and [Pilot Association]

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7 [PILOT ASSOCIATION] REPRESENTATIVES' ACCESS TO CONFIDENTIAL INFORMATION

In order to fulfil their obligations, [Pilot Association] representatives will need access to information which is confidential to [Airline] and may be subject to data protection regulations. It may therefore be necessary for these representatives to sign a Confidentiality Agreement specifying the terms under which information obtained from [Airline] may be used.

Signed on behalf of [Airline] (*) Signed on behalf of [Pilot Association]

(*) IFALPA recommends that the signatory of this agreement be the Chief Executive Officer or President of the Airline.

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