

**Memorandum of Agreement
Between**

**FEDERAL AVIATION ADMINISTRATION (FAA)
Low Altitude Authorization and Notification
Capability (LAANC) Automation Platform (AP)**

And



December 7, 2018

V2.1

ARTICLE 1. PARTIES & DEFINITIONS

1.1 Parties.

The parties to this Memorandum of Agreement (Agreement) are the Federal Aviation Administration (FAA) and the external user, _____. The parties do hereby agree and obligate themselves to abide by the rights, responsibilities, and other conditions as defined in this Agreement.

1.2 Definitions.

LAANC:

To meet the need for efficient authorization and notification processes, the FAA is creating the Low Altitude Authorization and Notification Capability (LAANC). LAANC includes a data exchange between the FAA and private unmanned aircraft system (UAS) Service Suppliers (USSs). See the LAANC Concept of Operations document for more detail on the function and features of LAANC.

LAANC AP:

In order to support and facilitate the envisioned small UAS (sUAS) authorizations and notifications, the FAA must implement a LAANC software system (LAANC Automation Platform or LAANC AP) including internet-oriented operational coordination capabilities and an authorization and notification repository.

UAS Service Supplier:

The FAA is pursuing the provision of LAANC services using private USSs to provide services specific to sUAS operations. Such services would be accomplished through an exchange of information between the FAA and the USS, whereby the USS would be the primary interface to the UAS operator either directly or through a third party. The USS will, in accordance with the LAANC USS Operating Rules, convey the FAA's automatic authorization of sUAS operations in a given area, at a given time, and under a given set of conditions.

ARTICLE 2. SCOPE

2.1 Purpose.

This Agreement is the agreement between the FAA and _____ for the FAA to provide application program interface (API) services to

_____, enabling _____ to provide services to itself or its customers.

The purpose of this Agreement between the FAA and _____ is to identify the rights, responsibilities, and other conditions for both parties in order to enact the desired service connection.

2.2 Goals and Objectives to be accomplished.

The parties are bound by a duty of good faith and best effort in achieving the goals of this Agreement. The FAA agrees to provide _____ access to FAA's LAANC AP APIs. The FAA also agrees to provide information in an exchange with _____ to allow _____ to provide services in accordance with the LAANC USS Operating Rules. Pursuant to this Agreement, the FAA and _____ agree to the following procedures, restrictions and responsibilities:

2.2.1 Description.

This section describes and specifies the context and purpose of the information used and what equipment and systems will be used for distribution of LAANC AP products to _____ and to allow _____ to provide authorization and notification services.

2.2.1.2 General information and guidelines regarding the aforementioned provisions for connection, establishment, and transmission of information by _____ to the FAA's APIs is contained in the LAANC API Onboarding Procedures.

2.2.1.3 _____ must develop and maintain its own applications to collect and process the authorization and notification information in accordance with the LAANC USS Operating Rules.

2.2.1.4 The FAA will also provide an interface via API. The APIs are defined in the LAANC USS-FAA Authorizations and Notifications Interface Control Document.

2.2.1.5 This Agreement covers the requirements for (i) provision of the information and (ii) use of the information.

2.3 Roles and Responsibilities.

2.3.1 FAA – Supplier and maintainer of LAANC AP system and associated APIs.

2.3.1.1 The FAA is responsible for providing APIs for USS data exchange.

- 2.3.1.2 Service interruptions may occur due to operational necessity, safety and security concerns, and hardware or software failure. During occurrence of such interruptions, final authority to deny access to data services in accordance with the terms of this Agreement reside with the FAA.
- 2.3.1.3 The FAA has the sole right to relocate, upgrade, and update the LAANC AP and associated API endpoints for any reason. The FAA will provide written notice sixty (60) calendar days in advance of such changes absent good cause for earlier or immediate changes. Upon receipt of such notice, _____ may, before receipt of the modification, (a) raise an objection, which the FAA will consider, or (b) terminate this Agreement without the advance written notice required by article 8.
- 2.3.1.4 The FAA has the sole right to identify _____ as not in compliance with this Agreement and to direct the interruption or termination of access to LAANC AP and any APIs defining the data exchange. Non-compliance is defined as any failure to adhere to any requirement of this Agreement. The FAA will permit a fifteen (15) day period for _____ to cure a non-compliance absent good cause for earlier or immediate interruption or termination of access.
- 2.3.1.5 The FAA has the sole right to modify this Agreement and any associated addenda if the FAA determines, at its sole discretion, that the modification is in the best interests of the United States Government, the aviation industry, or the general public. The FAA will provide written notice thirty (30) calendar days in advance absent good cause for earlier or immediate modification. Upon receipt of such notice, _____ may, before receipt of the modification, (a) raise an objection, which the FAA will consider, or (b) terminate this Agreement without the advance written notice required by article 8.
- 2.3.1.6 The FAA has the sole right to discontinue service in whole or in part for any reason, including but not limited to the following: the need for this service no longer exists, the FAA no longer has sufficient funding available in connection with this service, or _____'s use of the service conflicts with any law, regulation, policy, guidance, or the mission of the FAA. The FAA will provide written notice thirty (30) calendar days in advance absent good cause for earlier or immediate discontinuance.
- 2.3.1.7 The FAA may, at its discretion, perform basic troubleshooting activities on behalf of _____, but only when explicitly requested to do so by _____.
- 2.3.2.1 _____ must not permit any other Federal, State, municipal, statutory-trust, private, corporate, individual or other user to connect directly to the FAA's LAANC AP via the FAA's network. _____ may permit such a user to connect indirectly to the FAA's LAANC AP by connecting directly to _____'s

network; such an indirect connection must be in accordance with the LAANC USS Operating Rules.

2.3.2.2 _____ must comply with the LAANC USS Operating Rules, which are hereby incorporated as an attachment to this Agreement. The applicable version of the LAANC USS Operating Rules and of all other documents referenced or incorporated in this Agreement is the most-recent version approved by the FAA and directly or constructively provided to _____; this includes versions approved and provided after execution of this Agreement. _____ has thirty (30) calendar days following provision, directly or indirectly, of a new version of the LAANC USS Operating Rules or any other document referenced or incorporated in this Agreement to raise objections to changes; if none are raised within thirty (30) calendar days, the new version is automatically incorporated as an attachment to this agreement, superseding any previous version. The FAA will provide written notice sixty (60) calendar days in advance of providing a new version of the LAANC USS Operating Rules absent good cause for earlier or immediate provision. Upon receipt of such notice, _____ may, before receipt of the modification, (a) raise an objection, which the FAA will consider, or (b) terminate this Agreement without the advance written notice required by article 8.

2.3.2.5 Communications service and equipment costs: _____ agrees to provide and maintain the hardware, software, communications facilities, and any other resources needed for _____ to exchange data with the LAANC AP API services. In the event that the LAANC AP API services are relocated, upgraded, updated, or modified, _____ must be responsible, at its own expense, for providing and maintaining the hardware, software, communications facilities, and all other resources needed for _____ to continue to exchange data with the alternate LAANC AP API services.

2.3.2.6 _____ agrees to interact with LAANC AP API in accordance with information security requirements defined by NIST FIPS Publication 200, Minimum Security Requirements for Federal Information and Information Systems.

2.3.2.7 _____ agrees to contact the FAA's Point of Contact (POC) for all operational and technical-related matters. In order to change _____'s POC, _____ must notify the FAA thirty (30) calendar days in advance; the change will be effective only upon formal modification of this Agreement.

2.4 Points of Contact.

_____'s POC
Name and Title: _____
Ph: _____ / Em: _____

FAA POC
Name: _____
Contracting Officer, AAQ-630
Federal Aviation Administration
Ph: _____ / Em: _____

ARTICLE 3. NO COSTS

No funds are obligated under this Agreement. Each party will bear the full cost it incurs in performing, managing, and administering its responsibilities under this Agreement.

The costs for which the FAA are responsible include but are not limited to all costs incurred in the establishment and maintenance of both the LAANC AP and associated APIs to provide data exchange.

The costs for which _____ are responsible include but are not limited to all developmental costs incurred in the establishment and maintenance of _____'s servers and software and all costs associated with the connection and communications lines required to access the LAANC AP API services.

ARTICLE 4. PERIOD OF AGREEMENT AND EFFECTIVE DATE

This Agreement will be effective on the date of the last signature below and will terminate five (5) years from the date of execution unless the parties affirmatively agree to continue it and modify the end date accordingly. By signing this agreement, _____ certifies that it has a continuing need for this Agreement; if at any time _____ no longer has a continuing need for this Agreement, _____ must immediately notify the FAA.

ARTICLE 5. LEGAL AUTHORITY

This Agreement is entered into under the authority of 49 U.S.C. § 106(1) and (m), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary.

ARTICLE 6. REIMBURSEMENT AND ACCOUNTING ARRANGEMENTS

N/A

ARTICLE 7. CHANGES AND MODIFICATIONS

Changes and modifications to this Agreement must be made by written amendment and signed by the FAA Contracting Officer and an authorized representative of _____. Notwithstanding the previous sentence, a unilateral modification by the FAA is effective upon the FAA Contracting Officer's sending the modification, signed by the FAA Contracting Officer, to _____'s POC, regardless of whether an authorized representative of _____ has signed.

ARTICLE 8. TERMINATION

In addition to the termination rights in article 2, either party may terminate this Agreement with or without cause at any time prior to its expiration date by giving the other party at least thirty (30) calendar days prior written notice of termination. The FAA may also require that _____ cease specific uses of the LAANC service; upon notice of such a requirement, _____ may terminate this Agreement without advance written notice.

ARTICLE 9. ORDER OF PRECEDENCE

In the event of any inconsistency between the terms of this Agreement and its attachments, the inconsistency must be resolved by giving preference in the following order:

- A. The Agreement
- B. The Attachments

ARTICLE 10. TYPE AND CONSTRUCTION OF THE AGREEMENT

This Agreement is an "other transaction" authorized by 49 U.S.C § 106 (1) and (m) is not a procurement contract, grant, or cooperative agreement. This Agreement is not intended to be, nor must it be construed as, creating a partnership, corporation, or other business organization. Nothing in this Agreement must be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 11. DISPUTES

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any disagreement through good-faith negotiations, the dispute will be referred to the Office of Dispute Resolution for Acquisition (ODRA) for non-binding mediation (see 14 C.F.R. Part 17).

ARTICLE 12. WARRANTIES

The FAA makes no express or implied warranties as to any matter arising under this Agreement, including but not limited to the accuracy of information included in the

LAANC AP API services, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, software, or data that may be provided under this Agreement.

ARTICLE 13. INSURANCE

_____ must arrange by insurance for reasonable protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement.

ARTICLE 14. LIMITATION OF LIABILITY

The parties agree that the FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by _____ or its employees; its affiliates; its contractors; its agents; or any person or entity otherwise acting on its behalf (collectively, _____'s Representatives). The parties agree that _____ assumes no liability under this Agreement for any losses arising out of any action or inaction by the FAA or its agents, officers, employees, or representatives, provided, however, that this limitation of liability does not apply to or limit the liability provided for in articles 15 and 18. _____ agrees to reimburse the FAA for any damage to or destruction of FAA property caused by _____ or _____'s Representatives arising out of activities under this Agreement to the extent permitted by law.

Claims for damages against the FAA of any nature whatsoever pursued under this Agreement must be limited to direct damages only up to the aggregate amount of the funding obligated under this Agreement at the time the dispute arises. In no event must the FAA be liable for claims for consequential, punitive, special, or incidental damages; lost profits; or other indirect damages.

ARTICLE 15. INDEMNITY

_____ agrees to indemnify and hold harmless the Government and its agents, officers, employees, and representatives (the Indemnified Parties) from and against all claims, demands, damages, liabilities, losses, suits, and judgments, including the costs and expenses incident thereto (collectively, Claims), that may accrue against, be suffered by, be charged to, or be recoverable from the Indemnified Parties arising out of acts or omissions of _____ or _____'s Representatives in connection with this Agreement—including but not limited to _____'s interactions with UAS operators—except to the extent _____ has fully complied with the material terms of this Agreement, including the LAANC USS Operating Rules, and the Indemnified Parties are the primary and proximate cause of the Claims for which the Indemnified Parties seek indemnification. Even if _____ has fully complied with the material terms of this Agreement, including the LAANC USS Operating Rules, and the Indemnified Parties are the primary and proximate cause of the Claims for which the Indemnified Parties seek indemnification, _____ must indemnify and hold harmless the

Indemnified Parties only to the extent that such Claims arise out of acts or omissions of _____ or _____'s Representatives. The FAA agrees to hold harmless _____ and _____'s Representatives for Claims only to the extent that such Claims arise out of acts or omissions of the Indemnified Parties.

The FAA will provide reasonably timely written notice to _____ of all Claims and will cooperate with _____ to facilitate the defense or settlement of all Claims; however, _____'s obligations in this article are not contingent upon the FAA's doing so.

ARTICLE 16. CIVIL RIGHTS ACT

_____ must comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 17. OFFICIALS NOT TO BENEFIT

AMS clauses 3.2.5-1, "Officials Not to Benefit," and 3.2.5-7, "Disclosure Regarding Payments to Influence Certain Federal Transactions," are incorporated by reference into this Agreement.

ARTICLE 18. PROTECTION OF INFORMATION

The FAA reserves the right to share all information with any department, agency, or instrumentality of the United States Government and other state, local, tribal, or territorial governments in accordance with federal law and regulation. The FAA also reserves the right to share all information as necessary for analysis and performance of all National Airspace System (NAS) contracts and agreements, subject to FAA use and disclosure provisions. The FAA will process any request under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, or the Privacy Act, 5 U.S.C. § 552a, for any information to which the FAA maintains control in accordance with these statutes. _____ must not provide to the FAA any information potentially protected under the Privacy Act unless the information is specifically requested by the FAA. For the sole purpose of this article, *information* means any communication or representation of knowledge such as facts, data, opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, visual, or software form, provided to or by _____ in the course of its activities under this Agreement.

a) _____ and its contractors agree to abide by any restrictive-use conditions on any information, whether or not such information bears a restrictive-use marking or legend, and not to, without written authorization from the FAA Contracting Officer, knowingly disclose to others or use for any purpose other than that described in this Agreement any information unless the Government has previously made the information available to the public.

b) _____'s and its contractors' parent companies, agents, subsidiaries, and affiliates may be provided access to information for the purpose of

conducting _____'s activities under this Agreement without written authorization from the FAA Contracting Officer.

c) To access the information of other individuals or organizations, _____ must obtain agreement from such other individuals or organizations. Whether obtained by _____ pursuant to the aforesaid agreement or from the Government, _____ must protect all such information from unauthorized use or disclosure to any individual or organization except in accordance with the aforesaid agreement. This article does not limit _____'s (or any of its contractors') right to use or disclose in accordance with the aforesaid agreement any information legally obtained.

d) _____ agrees to indemnify and hold harmless the Indemnified Parties from and against all Claims that may accrue against, be suffered by, be charged to, or be recoverable from the Indemnified Parties arising out of the unauthorized use or disclosure of information by _____ or _____'s Representatives.

e) Except as the FAA Contracting Officer specifically authorizes in writing, upon cessation of this Agreement, _____ must return to the FAA all information obtained from the Government, including all copies, modifications, adaptations, or combinations thereof. Information obtained from other individuals or organizations must be disposed of in accordance with _____'s agreements with those individuals or organizations. _____ must further certify in writing to the FAA Contracting Officer that all copies, modifications, adaptations, or combinations of such information that cannot reasonably be returned to the FAA have been deleted from the records of _____ and its contractors' parent companies, agents, subsidiaries, and affiliates and destroyed.

ARTICLE 19. SECURITY

_____ must abide by all security regulations and procedures specified in this Agreement and FAA orders.

ARTICLE 20. GOVERNING LAW

This Agreement shall be governed and interpreted by Federal Law.

ARTICLE 21. PUBLICITY AND PUBLICATION

_____ and the FAA reserve the right to publicly disclose and to publish the results of activities produced as a result of the LAANC AP API based services obtained under this Agreement. However, before public disclosure or submission for publication, _____ must notify the FAA in writing of its intention to publish and must submit the written request and manuscript to the FAA for review. The FAA has seven (7) business days from receipt of the request to disapprove the request. If the FAA does not respond within 7 business days, _____ may publicly disclose or submit for publication the results. _____ must

delay or refrain from disclosing or publishing the results of activities produced as a result of the LAANC AP API based services obtained under this Agreement at FAA's written request regardless of an earlier failure to disapprove disclosure or publication of such results.

ARTICLE 22. CLAUSES IN RELATED AGREEMENTS

_____ agrees to include the substance of the obligations placed upon it in articles 12, 14, 16, 17, 18, 19, and 21 in all contracts and agreements with third parties substantially related to this agreement, including but not limited to third parties connecting indirectly to the FAA's LAANC AP by connecting directly to _____'s network. The FAA will consider case-by-case exceptions to this requirement for individual contracts in the event that: (1) _____ considers a particular article to be inappropriate and unnecessary in the case of a particular contract or (2)(a) _____ provides a written statement affirming absolute unwillingness of a contractor to perform, absent some relief from the substance of this prohibition and (b) use of an alternate contract source would unreasonably detract from the quality of effort. In either case, _____ must provide the FAA Contracting Officer timely written advance notice of these and any other extenuating circumstances. Any exception must be approved in writing by the FAA Contracting Officer.

ARTICLE 23. SURVIVAL

The obligations in articles 9, 11, 12, 14, 15, 16, 17, 18, 20, 21, 22, and 24 will survive the expiration, termination or other end, by any means, of this Agreement.

ARTICLE 24. ENTIRE AGREEMENT

This document is the entire agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment must supersede the terms of this Agreement to the extent of any inconsistency.

AGREED:

BY: _____
[insert name and title]
(_____ Representative)

DATE: _____

Federal Aviation Administration
(U. S. Government Service Provider)

BY: _____
FAA Contracting Officer, AAQ-630
(U. S. Government Representative)

DATE: _____