

**Memorandum of  
Agreement for  
Low Altitude Authorization  
and Notification Capability  
(LAANC)  
Between  
FEDERAL AVIATION ADMINISTRATION  
(FAA)  
And**

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**January 2024  
Version 3.1**

## ***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, \_\_\_\_\_ (hereinafter referred to as the “USS”). 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.***

The following definitions apply to this Agreement and the Performance Rules:

#### **LAANC:**

To meet the need for efficient authorization and processes, the FAA developed 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 Data:**

LAANC Data is the information entered into the functions defined in the LAANC API Specification that the USS either sends to the FAA or receives from the FAA, for the purpose of processing or managing LAANC authorizations. LAANC Data includes the following information elements: (a) Personally Identifiable Information (PII) data that is collected, handled, shared, or stored, for the purpose of processing or managing LAANC authorizations (e.g., the operator’s first name, last name, phone number, and email address, and LAANC reference code); and (b) All non-PII data collected, handled, shared, or stored, for the purpose of processing and managing LAANC authorizations (e.g., start date, time, and duration of the operation; maximum altitude; geometry airspace class(es); and safety justification for non-auto-authorized operation used to obtain an authorization from the FAA) when associated with 2 or more elements of PII data.

Data becomes LAANC Data when the USS receives any information element from either the UAS Operator or from another entity and that information element is ultimately transmitted to the LAANC API. This definition is not meant to include the collection of information elements if those elements are used exclusively for purposes other than a LAANC authorization request.

#### **LAANC Automation Platform (AP):**

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

#### **Representatives:**

The USS’s affiliates, contractors, agents, parent companies, subsidiaries, or any person or entity otherwise acting on behalf of the USS.

**UAS Service Supplier (USS):**

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 Performance 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.

**UAS Operator:**

Any person that provides the LAANC Data received and used by the USS pursuant to the terms of this Agreement. This includes, but is not limited to, the Remote Pilot in Command of the UAS, or an individual providing information on behalf of the Remote Pilot in Command.

**LAANC Supplemental Data Service Provider:**

A third-party entity involved in the exchange of LAANC Data with the USS that does not have a direct contract with the FAA regarding such data.

***ARTICLE 2. SCOPE***

***2.1 Purpose.***

This Agreement is the agreement between the FAA and the USS for the FAA to provide application program interface (API) services to the USS, enabling the USS to provide services to itself or its customers.

The purpose of this Agreement between the FAA and USS is to identify the rights, responsibilities, and other conditions for both parties 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 the USS access to FAA’s LAANC AP APIs. The FAA also agrees to provide information in an exchange with the USS to allow the USS to provide services in accordance with the LAANC USS Performance Rules. Pursuant to this Agreement, the FAA and the USS agree to the following procedures, restrictions, and responsibilities:

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 the USS and to allow the USS to provide authorization services.

- 2.2.1 General information and guidelines regarding the aforementioned provisions for connection, establishment, and transmission of information by the USS to

the FAA's APIs is contained in the USS-FAA LAANC API REST Specification.

- 2.2.2 The USS must develop and maintain its own applications to collect and process the authorization information in accordance with the LAANC USS Performance Rules.
- 2.2.3 The FAA will also provide an interface via API. The APIs are defined in the LAANC API REST Specification.
- 2.2.4 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.
- 2.3.2 The FAA is responsible for providing APIs for USS data exchange.
- 2.3.3 The USS processes airspace authorization requests for UAS Operators in accordance with FAA and legal requirements.
- 2.3.4 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.
- 2.3.5 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, the USS 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.
- 2.3.6 The FAA has the sole right to identify the USS 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. This also includes the USS's use of the service conflicts with any law, regulation, policy, guidance, or the mission of the FAA. The FAA will permit a fifteen (15) calendar day period for the USS to cure a non-compliance, or other longer period determined at the FAA's discretion absent good cause for earlier or immediate interruption or termination of access.
- 2.3.7 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, the USS 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.

- 2.3.8 The FAA may, at its discretion, perform basic troubleshooting activities on behalf of the USS, but only when explicitly requested to do so by the USS.
- 2.3.9 The USS must not permit any other Federal, State, municipal, statutory-trust, private, corporate, individual, or another user to connect directly to the FAA's LAANC AP via the FAA's network. The USS may permit such a user to connect indirectly to the FAA's LAANC AP by connecting directly to the USS's network; such an indirect connection must be in accordance with the terms of this Agreement. The USS must comply with the LAANC USS Performance Rules, which are hereby incorporated as an attachment to this Agreement. The applicable version of the LAANC USS Performance 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 the USS; this includes versions approved and provided after execution of this Agreement. Absent good cause for earlier or immediate adoption, the FAA will provide the USS with any new proposed version of the LAANC USS Performance Rules or any other document referenced or incorporated in the Agreement at least thirty (30) days prior to the adoption date. The USS will have thirty (30) days to raise any objections or changes. If no objection(s) or change(s) is received, the new version of the LAANC USS Performance Rules or other document will become effective. If any objection(s) or change(s) are made by the USS within thirty (30) days, the FAA will consider any such objection or change and may, at the FAA's sole discretion, incorporate, whether in whole or in part, such objection(s) or change(s) to the LAANC USS Performance Rules or other document. Any such changes made by the FAA in response to the USS's objection or change will not reset the thirty (30) day period or otherwise allow the USS to raise further objection(s) or change(s). The FAA may, at its sole discretion, consider any further objection or change raised by the USS to the new version of the LAANC USS Performance Rules or other document and make any changes the FAA determines is appropriate.
- 2.3.10 Communications service and equipment costs: the USS agrees to provide and maintain the hardware, software, communications facilities, and any other resources needed for the USS to exchange data with the LAANC AP API services. If the LAANC AP API services are relocated, upgraded, updated, or modified, the USS must be responsible, at its own expense, for providing and maintaining the hardware, software, the USS communications facilities, and all other resources needed for the USS to continue to exchange data with the alternate LAANC AP API services.
- 2.3.11 The USS agrees to contact the FAA's Point of Contact (POC) for all operational and technical-related matters. In order to change the USS's POC, the USS 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.***

The USS agrees to contact the below listed FAA Point of Contact (POC) for all LAANC matters unless otherwise directed by the FAA Contracting Officer. The USS agrees that its below-named POC (and optional secondary POC) will receive all communications from the FAA regarding LAANC, including any non-compliance notifications and changes to the MOA or Performance Rules. To change the USS's POC, the USS must notify the FAA thirty (30) calendar days in advance of such change. The change becomes effective only upon formal modification of this Agreement pursuant to the terms provided under Article 7 of this Agreement.

*The USS's POC*

Name and Title: \_\_\_\_\_  
Ph: \_\_\_\_\_ / Em: \_\_\_\_\_

*FAA POC*

Name: \_\_\_\_\_  
Contracting Officer, AAQ-350  
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 the USS are responsible include but are not limited to all developmental costs incurred in the establishment and maintenance of the USS'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, the USS certifies that it has a continuing need for this Agreement; if at any time the USS no longer has a continuing need for this Agreement, the USS 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 FAA 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 the USS. 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 the USS's POC, regardless of whether an authorized representative of the USS 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 the USS cease specific uses of the LAANC service; upon notice of such a requirement, the USS 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). This Agreement 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***

The USS 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 the USS, its employees, or the USS's Representatives. The parties agree that the USS 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 of this Agreement. The USS agrees to reimburse the FAA for any damage to or destruction of FAA property caused by the USS or the USS'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***

The USS 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 the USS or the USS's Representatives in connection with this Agreement—including but not limited to the USS's interactions with UAS operators—except to the extent the USS has fully complied with the material terms of this Agreement, including the LAANC USS Performance Rules, and the Indemnified Parties are a proximate cause of the Claims for which the Indemnified Parties seek indemnification. Even if the USS has fully complied with the material terms of this Agreement, including the LAANC USS Performance Rules, and the Indemnified Parties are a proximate cause of the Claims for which the Indemnified Parties seek indemnification, the USS must indemnify and hold harmless the Indemnified Parties only to the extent that such Claims arise out of acts or omissions of the USS or the USS's Representatives. The FAA agrees to hold harmless the USS and the USS'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 the USS of all Claims and will cooperate with the USS to facilitate the defense or settlement of all Claims; however, the USS's obligations in this article are not contingent upon the FAA's doing so.

## ***ARTICLE 16. CIVIL RIGHTS ACT***

The USS 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. The USS 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, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, visual, or software form, provided to or by the USS or during its activities under this Agreement.

- a) The USS and its Representatives 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) The USS and its Representatives may be provided access to information for the purpose of conducting the USS's activities under this Agreement without written authorization from the FAA Contracting Officer. Any entity that receives access to LAANC Data is subject to the terms of this Agreement, as it pertains to the use and protection of the information.
- c) To access the information of other individuals or organizations, the USS must obtain agreement from such other individual or organization. Whether obtained by pursuant to the aforesaid agreement or from the Government, the USS must protect all such information from unauthorized use or disclosure to any individual or organization except in accordance with the aforesaid agreement, which is subject to Articles 18, 20, and 22. This Article does not limit the USS (or any of its Representatives') right to use or disclose in accordance with the aforesaid agreement any information legally obtained. Any such agreement under this sub-Article (18(c)) is subject to Articles 18, 20, and 22.
- d) The USS 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 the USS or the USS's Representatives.
- e) Except as the FAA Contracting Officer specifically authorizes in writing, upon cessation of this Agreement, the USS 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 the USS's agreements with those individuals or organizations. The USS 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 the USS and its Representatives and destroyed.

#### ***ARTICLE 19. SECURITY***

The USS must abide by all security regulations and procedures specified in this Agreement and FAA Orders. The USS shall secure systems and components interacting

with LAANC AP API at the Federal Information Processing Standard (FIPS) 199 Moderate Impact Level. The USS shall employ a minimum set of information assurance requirements commensurate with Moderate baseline security controls defined by Federal Information Processing Standard (FIPS) 200, *Minimum Security Requirements for Federal Information and Information Systems*. The USS shall adhere to *Executive Order on Securing the Information and Communications Technology and Service Supply Chain*, issued on May 15, 2019, and implement Moderate Impact Level security controls from either of the following NIST Special Publications (SP) or ISO/IEC 27001, including any subsequent revisions, updates, amendments, or changes, thereto:

- NIST SP 800-53, Revision 5, *Recommended Security Controls for Federal Information Systems* or;
- NIST SP 800-171, Revision 2, *Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations* or;
- ISO/IEC 27001 Information Security, Cybersecurity and Privacy Protection. Information security management systems – Requirements utilizing ISO/IEC 27002 Information Security, Cybersecurity and Privacy Protection. Information security controls.

The USS agrees to implement subsequent revisions, updates, amendments, or changes to the listed security control standards within one (1) year from the publication of the change.

The security requirements set forth in this Agreement apply to all LAANC Data as defined by this Agreement.

#### ***ARTICLE 20. DATA LOCATION AND PROTECTION***

- a) Subject to Paragraph (b) of this Article, all LAANC Data must be stored, accessed, processed, and remain at all times in the United States except when explicitly authorized by the FAA. The USS, and its Representatives must not transmit, store, access, or process any LAANC Data outside of the United States for any reason.
- b) As an exception to the geographic limitation set forth in Paragraph (a) of this Article, The USS and its Representatives are permitted to transmit to the UAS operator his or her own LAANC Data outside of the United States, including via short messaging service (SMS), email, mobile application notifications or web portal that require user credentials.
- c) Under no circumstances shall the USS and its Representatives use the exception set forth in Paragraph (b) of this Article to transmit a UAS Operator's LAANC Data to a third party as the intended recipient outside of the United States.
- d) The UAS Operator is permitted to receive, store, access, process, and transmit his/her own personal copy of the data from outside of the United States.

- e) The USS and its Representatives must ensure the confidentiality and integrity of all LAANC Data by protecting the LAANC Data:
- Using FIPS 140-2 encryption standard or protection mechanisms to defend against leakage, unauthorized access, spoofing, disruption, or tampering with the LAANC Data at the collection point (e.g., the UAS device and components);
  - Through whatever communications means or mechanism used (in transit) to offload the LAANC Data; and
  - After being offloaded from the collection device to an external system or device (e.g., on the USS provider's premise system, on a cloud serviced provider, or physical media) (at rest).
- f) Any USS using a Cloud Service Provider (CSP) that stores, forwards, or processes LAANC Data must supply a current Service Level Agreement (SLA). The SLA must comprehensively describe the roles and responsibilities of the CSP and the USS customer. All Representatives who receive LAANC Data from the USS are subject to the terms of the Agreement.

#### ***ARTICLE 21. AUDIT***

The FAA reserves the right to require an audit of the USS's compliance with Articles 19, 20, and 22 of this Agreement. The FAA will provide thirty (30) calendar days notice prior to the start of the audit. The FAA will conduct an audit of the requirements of Articles 19, 20, and 22. The USS is required to comply with all reasonable requests from the auditor to conduct the audit of Articles 19, 20, and 22 to include, but not be limited to, timely responses to requests, providing access to systems as needed, providing documents as requested, and making appropriate personnel available for scheduled interviews, inquiries, and follow-up questions from the auditor. Failure to comply with such reasonable requests may result in the FAA finding that failure to comply as an act of non-compliance with the requested material and the FAA may not allow the USS to mitigate this act of non-compliance. The audit will be paid for by the FAA, but the USS is responsible for any costs associated with the USS's participation in the audit.

At the conclusion of the assessment, the FAA will provide a Security Assessment Report (SAR). The FAA will set the timeframe in which the USS must implement corrective action. The findings of the audit, failure to comply with the reasonable requests of the auditor as described above, or failure to comply with a corrective action plan as mandated by the FAA could result in the suspension of services or termination of this Agreement. The USS will be responsible for any costs associated with any corrective action plan.

#### ***ARTICLE 22. DATA PROCEDURAL PROTECTIONS***

Prior to providing services under this Agreement, the USS must develop a Data

Protection Plan in accordance with the LAANC USS Performance Rules. The USS must provide the FAA with evidence that a Data Protection Plan is in place and implemented. The FAA reserves the right to inspect and review the Data Protection Plan at any time during the period of this Agreement.

Additionally, the USS must provide to the FAA a copy of any agreement(s) the USS intends to enter into that relates to LAANC Data (“Data Agreements”) for the FAA’s review. All proposed modification(s) to any and all Data Agreements must be provided to the FAA for review prior to being enacted. This is meant to have a broad application and is meant to include any sharing or exchange of LAANC Data or LAANC Data information elements.

The USS may share LAANC Data with other LAANC approved USSs provided those other LAANC approved USSs meet the requirements set forth under Article 19 of this Agreement.

### ***ARTICLE 23. GOVERNING LAW***

This Agreement shall be governed and interpreted by Federal Law.

### ***ARTICLE 24. PUBLICITY AND PUBLICATION***

The USS 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, the USS 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) calendar days from receipt of the request to disapprove the request. If the FAA does not respond within 7 calendar days, the USS may publicly disclose or submit for publication the results. The USS 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 25. LAANC SUPPLEMENTAL DATA SERVICE PROVIDERS***

LAANC Supplemental Data Service Providers are third-party entities involved in an exchange of LAANC Data with the USS. The determination as to whether a third-party entity is a LAANC Supplemental Data Service Provider rests solely with the FAA. The types of services that LAANC Supplemental Data Service Providers subject to FAA rules and requirements are described in the LAANC Performance Rules, which are hereby incorporated as an attachment to this Agreement. The applicable version of the LAANC Performance Rules is the most recent version approved by the FAA and directly or constructively provided to the USS; this includes versions approved and provided after execution of this Agreement. Article 2.3.9 describes the process for updating the LAANC Performance Rules.

***ARTICLE 26. CLAUSES IN RELATED AGREEMENTS***

The USS agrees to include the substance of the obligations placed upon it in articles 12, 14, 16, 17, 18, 19, 20, 21, 22, and 24 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 the USS's network. The FAA will consider case-by-case exceptions to this requirement for individual contracts if: (1) the USS 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, the USS 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 27. SURVIVAL***

The obligations in articles 9, 11, 12, 14, 15, 16, 17, 18, 20, 22, 23, 24, 26, and 29 will survive the expiration, termination or other end, by any means, of this Agreement.

***ARTICLE 28. RECORDING GOVERNMENT EMPLOYEES***

On all matters related to this Agreement, any audio, video, or digital recording of the participants must be agreed to by all parties. Entering into this Agreement voluntarily imposes this requirement for affirmative permission to be obtained from all participants, regardless of the two-party or one-party nature of their jurisdiction, prior to audio, video, or digital recording of any participant on matters relating to this agreement.

***ARTICLE 29. 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:

\_\_\_\_\_  
(UAS Service Supplier)

BY: \_\_\_\_\_  
[insert name and title]

( \_\_\_\_\_ Representative)

DATE: \_\_\_\_\_

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

BY: \_\_\_\_\_  
FAA Contracting Officer, AAQ-350  
(U. S. Government Representative)

DATE: \_\_\_\_\_