

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FEDERAL AVIATION ADMINISTRATION
AND
THE DEPARTMENT OF DEFENSE
DOCUMENTING COLLABORATION ON THE
MODERNIZATION OF THE
NATIONAL AIRSPACE SYSTEM

This is a Memorandum of Understanding (MOU) between the Department of Defense (DoD) and the Federal Aviation Administration (FAA) establishing collaboration between the Parties to address DoD operational capabilities in light of the modernization of the National Airspace System (NAS) infrastructure and airspace. When referred to collectively, the FAA and DoD are referred to as the “Parties.”

1. **BACKGROUND:** The Parties understand the need to collaborate with regard to the modernization of FAA’s Communications, Navigation and Surveillance (CNS) infrastructure, which involves FAA’s investment in new capabilities and divestment of legacy infrastructure, taking into consideration operational security objectives and Global Positioning System (GPS) vulnerabilities. The national defense of the United States requires a “resilient” CNS infrastructure with a sufficient backup capability to sustain the capability for safe and effective aviation operations during GPS outages.
2. **AUTHORITIES:** The FAA enters into this MOU pursuant to the authority of Title 49 U.S. Code (U.S.C.) Section 106(1) and (m). The DoD enters into this MOU pursuant to the authority of 10 U.S.C. § 113; as well as in accordance with DoD Directive 5030.19, *DoD Responsibilities on Federal Aviation*; and DoD Instruction 4000.19, *Support Agreements*.
3. **PURPOSE:** This MOU identifies the need for and method to engage in strategic and formal communication on the modernization of CNS infrastructure within the NAS with the goal of collaboration between the Parties to accomplish the following:
 - Ensure the FAA, at a national level, strategically considers and addresses CNS infrastructure divestments with regard to DoD operational mission requirements (based on operationally constrained aircraft equipage) in the FAA’s Performance Based Navigation (PBN) strategy,
 - Reach consensus on continued accommodations for the DoD relating to Automatic Dependent Surveillance-Broadcast (ADS-B) Out prior to January 1, 2025, in light of DoD’s operational security requirements, and
 - Develop Special Activity Airspace (SAA) process improvements and policy amendments to promote compatibility and establish a long-term NAS Strategic Plan that effectively accommodates all NAS users.
4. **UNDERSTANDINGS OF THE PARTIES:**
 - 4.1. The FAA will—

- 4.2.1. Leverage existing cross-functional meetings with subject matter experts to address the issues identified in Section 3 of this MOU.
- 4.2.2. Identify the appropriate personnel to (1) nominate topics and issues for discussion and resolution, (2) collaborate and make decisions with regard to issues identified under this MOU and elevate issues to executive leadership, if appropriate, and (3) arrange for the establishment of common definitions and terms of reference.
- 4.2.3. Executive leadership participate in quarterly meetings to review cross-functional engagement progress, provide guidance, drive administrative action, and address issues identified under this MOU.

4.2. The DoD will—

- 4.2.1. Leverage existing cross-functional meetings with subject matter experts to address the issues identified under this MOU.
- 4.2.2. Identify the appropriate personnel to (1) nominate topics and issues for discussion and resolution, (2) collaborate and make decisions with regard to issues identified under this MOU and elevate issues to executive leadership, if appropriate, and (3) arrange for the establishment of common definitions and terms of reference.
- 4.2.3. Executive leadership participate in quarterly meetings to review cross-functional engagement progress, provide guidance, drive administrative action, and address issues identified under this MOU.
- 4.2.4. Serve as the secretariat function for administrative actions (meeting minutes, action item tracking, etc.) and pre-coordinate products and deliverables with the FAA. The DoD Policy Board on Federal Aviation (PBFA) Executive Secretariat will primarily support this function.

5. **PERSONNEL:** The Parties are each separately responsible for costs of its personnel, to include pay, benefits, and travel. Each Party is responsible for supervision and management of its personnel.

6. **GENERAL PROVISIONS:**

6.1. **POINTS OF CONTACT:** The following points of contact (POC) will be used by the Parties to communicate the implementation of this MOU. Each Party may change its POC by providing notice to the other Party within 30 days of change.

6.1.1. **FAA: HQ FAA/National Defense Programs (AJW-B7)**
 800 Independence Ave., SW, Suite 535A, Washington DC 20591
 POC: Mr. Ken J. Harris; ken.j.harris@faa.gov; (202) 770-5989

HQ FAA/ Mission Support, Policy (AJV-P2)
 800 Independence Ave., SW, Suite 400E, Washington DC 20591
 POC: Mr. Scott Rosenbloom; scott.rosenbloom@faa.gov; (202) 267-3783

6.1.2. **DoD: DoD Policy Board on Federal Aviation (PBFA) Secretariat** 1480 Air Force Pentagon, Suite 4D755, Washington DC 20330 POC: Colonel Daniel Furleigh; daniel.furleigh@us.af.mil; (703) 693-4427;
 POC: Mr. David Heron; david.heron.1@us.af.mil; (202) 404-2955;
 Org Email:
AF.A3OJ.Workflow.MilitaryCivilian.Aviation.Integration.Division@us.af.mil

6.2. CORRESPONDENCE: All correspondence to be sent and notices to be given, pursuant to this MOU will be addressed to the following:

621. **FAA: HQ FAA/National Defense Programs (AJW-B7)**

800 Independence Ave., SW, Suite 535A, Washington DC 20591

POC: Mr. Ken J. Harris; ken.j.harris@faa.gov; (202) 770-5989

HQ FAA/ Mission Support, Policy (AJV-P2)

800 Independence Ave., SW, Suite 400E, Washington DC 20591

POC: Mr. Scott Rosenbloom; scott.rosenbloom@faa.gov; (202) 267-3783

622. **DoD: DoD Policy Board on Federal Aviation (PBFA) Secretariat 1480**

Air Force Pentagon, Suite 4D755, Washington DC 20330

POC: Colonel Daniel Furleigh; daniel.furleigh@us.af.mil; (703) 693-4427;

POC: Mr. David Heron; david.heron.1@us.af.mil; (202) 404-2955;

Org Email:

AF.A3OJ.Workflow.MilitaryCivilian.Aviation.Integration.Division@us.af.mil

6.3. FUNDS AND MANPOWER: This MOU neither documents nor provides for the exchange of funds or manpower between the Parties, nor does it make any commitment of funds or resources.

6.4. MODIFICATION OF MOU: This MOU may only be modified by written agreement between the Parties, duly signed by their authorized representatives. This MOU will be reviewed annually, on or around the anniversary of its effective date.

6.5. DISPUTES: Any disputes relating to this MOU, subject to any applicable law, Executive Order, directive, or instruction, will be resolved by consultation between the Parties.

6.6. TERMINATION OF UNDERSTANDING: This MOU may be terminated by either Party upon 30 days of advanced written notice to the other Party.

6.7. TRANSFERABILITY: This MOU is not transferable except by written consent of the Parties.

6.8. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the subject matter.

6.9. EFFECTIVE DATE: This MOU takes effect beginning on the day the last Party signs.

6.10. EXPIRATION DATE: This MOU will expire five years from the date the last Party signs.

Rowayne A. Schatz, Jr.
DoD PBFA Executive Director

Teri L. Bristol
FAA ATO Chief Operating Officer

(Date)

(Date)