

**MEMORANDUM OF AGREEMENT BETWEEN THE  
FEDERAL AVIATION ADMINISTRATION**

**AND**

**NON-FAA Party**

**ARTICLE 1. PARTIES**

The parties to this Agreement are the Federal Aviation Administration (FAA) and  
\_\_\_\_\_ (name of non-FAA party).

**ARTICLE 2. DEFINITIONS**

“Approved Provider” (hereinafter referred to a “Provider”) - an entity that has signed this Agreement, has had this Agreement co-signed by a warranted FAA Contracting Officer, and who is adhering to the terms and conditions herein while printing and distributing FAA charts/books.

“Charts/books” - a printed version of FAA digital files and adhering to the terms and conditions of this Agreement.

“Suite” - all product lines within a group, i.e. all TPPs, all Chart Supplements, all Visuals, all Enroutes, all Planning.

“Series” - groups of chart/book types within a suite.

“Subset” - any individual chart/book or combination of individual charts/books within various suites or series.

“Qualification Sample” - one or more of a chart/book, of FAA choosing, from a chart/book suite for each type of product the Provider will print/distribute (one TPP Book, one Chart Supplement Book, one or more Visual Chart, one or more Planning Chart, one or more Enroute Chart.

**ARTICLE 3. ACRONYMS**

“NAS” - National Airspace System

“PDF” - portable document format

“TIFF” - tag image file format

**ARTICLE 4. SCOPE**

The Aeronautical Information Services is a component of Mission Support Services of the Air Traffic Organization that serves as the FAA’s aeronautical charting authority for the publication of aeronautical charts and products.

The purpose of this Agreement between the Federal Aviation Administration (FAA) and Provider is to establish the conditions under which the Provider agrees to print, sell, and distribute FAA Aeronautical Chart/Books.

All charts/books must meet the following standards to be suitable for their intended purpose. The individual chart/book digital files are in industry accepted form. Charts/books must be legible. Colors on printed chart/book must be clearly distinguishable.

## **ARTICLE 5. ROLES AND RESPONSIBILITIES**

### **A. The Provider agrees to:**

- a) Submit initial product qualification samples to FAA, and submit product qualification samples for reacceptance after any significant change in Provider processes, equipment, or product. Specific instructions are in the Print Provider Product Qualification Process in Attachment 3.
  - i. If Provider has printed FAA products under contract or agreement with the FAA in the past, you can submit a “Print Provider Qualification Self-Certification” form in lieu of submitting a product qualification sample. Specific instructions are in Attachment 4.
- b) Reference the specifications of quality for charts/books. Specifications are identified in Article 4: Scope.
- c) Print charts/books made from only the most recent FAA digital files available without any modification of the content.
- d) Notify the FAA if any digital files are missing or are obviously defective or deficient.
- e) Perform quality control on printed product prior to distribution.
- f) Be capable of printing the entire suite. Offer for sale the entire suite, a series, or a subset of FAA charts/books suites as listed in Attachment 2 Suites/Series of FAA Paper Aeronautical Charts and Products.
- g) Make each new edition of the printed charts/books available to the public at least one (1) day prior to each new effective date.
- h) Make no advertising or claim that is inaccurate or misleading which could result in embarrassment to the FAA.
- i) Offer the FAA charts/books to all federal government agencies at or below the most favored customer pricing.
- j) Provider agrees to limit the retail price of charts/books to no more than the Fiscal Year 2016 set prices set forth in Attachment 1 per chart or per book through August 1, 2017. Shipping, handling, and taxes may be added to this amount.
- k) Providers of the charts/books must include their name and contact information on each chart/book printed for sale.
- l) Provider is responsible for communication with recipients to whom it has distributed FAA charts/books.

- m) If Provider causes a printing error, the Provider is required to:
- i. Immediately report the error to FAA at 800-638-8972 or email to 9-AMC-AEROCHART@faa.gov
  - ii. Notify their customers of the chart/book error
  - iii. Furnish a copy of the chart/book with the error to the FAA within 24 hours

**B. FAA agrees to:**

- a) Make the most recent digital files available on a secure site approximately 20 days prior to the effective date.
- b) Publicly recognize Provider-as a valid agreement holder.
- c) Make known any errors in the FAA digital files that require corrective action by the FAA to assure the safety of the National Airspace System (NAS).

**ARTICLE 6. CUSTOMIZATION AND USE OF FAA LOGO AND NAME**

The use of the FAA logo and name is allowed when included in the content of the digital files. Charts/books may be customized. However, the FAA logo and name must not be used on any customized product. The FAA accepts no responsibility for the resulting customized product.

**ARTICLE 7. EFFECTIVE DATE AND TERM**

Agreement will continue in effect for 3 years from the date of last signature or until earlier terminated by the parties as provided herein.

**ARTICLE 8. LEGAL AUTHORITY**

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

**ARTICLE 9. POINTS OF CONTACT**

FAA Contracting Officer

Kathleen D. Islas  
Contracting Officer  
FAA, Office of Acquisition Services, AAQ-721  
6500 S MacArthur Blvd  
Oklahoma City, OK 73169  
405-954-8534  
Kathleen.D.Islas@faa.gov

FAA Program Office/Technical Officer

Michelle Shaw  
Contracting Officer's Representative  
Aeronautical Information Services  
ANF-1, Bldg 5, Rm 210  
6500 S MacArthur Blvd

Oklahoma City, OK 73169  
405-954-6175  
[Michelle.shaw@faa.gov](mailto:Michelle.shaw@faa.gov)

**NON-FAA PARTY**

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**ARTICLE 10. CHANGES/MODIFICATIONS**

Changes and/or modifications to this Agreement must be in writing and signed by a FAA Contracting Officer and an authorized representative of the Provider's firm. The modification must cite the subject Agreement, and must state the exact nature of the modification. No oral statement by any person will be interpreted as modifying or otherwise affecting the terms of this Agreement.

**ARTICLE 11. TERMINATION**

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party by giving the other party at least sixty (60) days prior written notice of termination.

**ARTICLE 12. ORDER OF PRECEDENCE**

In the event of any inconsistency between the terms of the Agreement, the inconsistency must be resolved by giving precedence in the following order:

- a) The Agreement
- b) The Attachments

**ARTICLE 13. TYPE OF AGREEMENT**

This Agreement is an "other transaction: issued under 49 U.S.C 106(l) and (m) is not a procurement contract, grant, or cooperative agreement. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

**ARTICLE 14. 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 discussions, the dispute will be resolved through the Federal Aviation Administration Office of Dispute Resolution for Acquisition (ODRA) using alternative dispute resolution techniques.

**ARTICLE 15. LIMITATION OF LIABILITY**

Provider agrees to indemnify and hold harmless the U.S. Government for any loss, claim, damage, or liability of any kind, to the extent caused by negligence or willful misconduct of

Provider(s) or its employees, arising out of actions by the Provider, or any Party acting on its behalf or under its authorization, in performance of activities under this Agreement. In no event will the FAA be liable for claims for consequential, punitive, special, and incidental damages, claims for lost profits, or other indirect damages.

The FAA has been directed by 49 U.S.C. Section 44721 (b) to make an agreement to indemnify any person that publishes a map or chart for use in aeronautics from any part of a claim arising out of the depiction by the person on the map or chart of a defective or deficient flight procedure or airway if the flight procedure or airway was not obviously defective or deficient.

#### **ARTICLE 16. LOWER TIER AGREEMENTS**

The Provider must include the provisions for this agreement with any agreements, regardless of tier, with any third parties acting on the Provider's behalf.

#### **ARTICLE 17. DISTRIBUTION RIGHTS**

Provider will not have exclusive rights to distribute FAA charts/books in any geographic area or to any group of consumers. The FAA reserves the right to determine the number of providers.

#### **ARTICLE 18. TRANSFER OF AGENCY**

The agreement is not transferable. A change in ownership, firm name, or address must be reported immediately in writing to the FAA. A new agreement will be required for a change in ownership or firm name.

#### **ARTICLE 19. AUDIT**

A representative of the FAA may audit the Provider's compliance with this agreement. Provider agrees to provide information requested by that representative in the performance of the audit.

#### **ARTICLE 20. ACTIONS NOT EXPRESSLY PERMITTED**

Actions not explicitly permitted to a Provider by this Agreement, and which are related to the printing and distribution of FAA charts/books and the use of FAA digital files are prohibited.

#### **AGREED:**

TBD

Federal Aviation Administration

BY:\_\_\_\_\_

BY:\_\_\_\_\_

TITLE:\_\_\_\_\_

TITLE:\_\_\_\_\_

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

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

***Attachment 1 – FAA Aeronautical Charts and Related Products FY16 Prices***

<b><u>Visual Charts</u></b>	<b><u>One-Time Sales Price</u></b>
Grand Canyon VFR Aeronautical Chart	\$4.30
Helicopter Route Charts (VFR Helicopter Charts)	\$15.35
Sectional Aeronautical Charts – US	\$9.00
Sectional Aeronautical Charts – Alaska	\$7.55
Sectional Aeronautical Charts - Alaska (Anchorage, Fairbanks)	\$7.55
Terminal Area Charts (TAC)/VFR Flyway Planning Charts	\$6.20
US Gulf Coast VFR Aeronautical Charts (Helicopter Gulf Coast)	\$14.45
VFR Wall Planning Chart	\$10.25
World Aeronautical Charts	\$11.50
<b><u>Instrument Charts</u></b>	
IFR Enroute Low Alt - individual and Area chart	\$5.25
IFR Enroute High Alt – individual	\$5.25
IFR Enroute Low Altitude Charts - US Set (L 1/2 thru L35/36 & Area chart)	\$94.50
IFR Enroute High Altitude Charts - US Set (H 1/2 thru H11)	\$31.50
IFR Enroute Low Altitude Charts - East Set (L 15/16 thru L17/18 & L21/22 thru L35/36 & Area chart)	\$57.75
IFR Enroute Low Altitude Charts - West Set (L 1/2 thru L19/20 & Area chart)	\$57.75
IFR Enroute Low Caribbean Charts – Individual	\$5.25
IFR Enroute Low Altitude Charts - Caribbean Set (L 1/2 thru L 5/6 & Area chart)	\$21.00
IFR Enroute Pacific Hawaii	\$5.25
IFR Enroute Low - Alaska - individual	\$5.25
IFR Enroute High - Alaska - individual	\$5.25
IFR Enroute Low Altitude Charts - Alaska Set (L 1/2 thru L 3/4)	\$10.50
Alaskan Terminal Procedures Publication	\$6.65
Terminal Procedure Bound/Loose -leaf (TPP) - individual volumes	\$5.95
Terminal Procedure Bound/Loose -leaf Set (24 vol)	\$142.80
Terminal Procedure Change Notice	\$0.85
<b><u>Planning and Supplementary Charts/Publications</u></b>	
Chart Supplement US (Airport/Facility Directory (A/FD)) Individual	\$5.30
Chart Supplement US (Airport/Facility Directory (A/FD)) US Set (7 vol)	\$37.10
Chart Supplement Alaska	\$6.30
Chart Supplement Pacific	\$7.55
Gulf of Mexico and Caribbean Planning Chart (Puerto Rico/ Virgin Islands on other side)	\$10.00
IFR Gulf of Mexico Central and Western Charts – Individual	\$20.45
IFR Gulf of Mexico Set (2)	\$40.90
North Atlantic Route Charts	\$15.75
North Pacific Route Charts (individual charts)	\$15.75
North Atlantic/Pacific Route Charts Set (5 charts)	\$78.75
US IFR/VFR Planning Chart	\$7.50

## **Attachment 2: Suites / Series of FAA Paper Aeronautical Charts and Products**

Please check website: [http://www.faa.gov/air\\_traffic/flight\\_info/aeronav/](http://www.faa.gov/air_traffic/flight_info/aeronav/) for latest list of products as it may change as products are added or deleted. List Effective March 31, 2016

### **Suite: Visual Charts (TIFF separates and composite PDFs)**

***Note: Eventually all visual charts will be provided as composite PDFs as they are converted.***

#### **Series:**

- Sectional Aeronautical Charts - US
- Sectional Aeronautical Charts - Alaska
- Terminal Area Charts (TAC)/VFR Flyway Planning Charts
- Grand Canyon VFR Aeronautical Chart
- Helicopter Route Charts (VFR Helicopter Charts) includes Helicopter Gulf Coast

### **Suite: Planning Chart (PDF or TIFF)**

***Note: Eventually all Planning charts will be provided as composite PDFs as they are converted.***

#### **Series:**

##### **TIFF**

- Gulf of Mexico and Caribbean Planning Chart (Puerto Rico/ Virgin Islands-other side)
- VFR Wall Planning Chart

##### **PDF**

- IFR Gulf of Mexico Central and Western
- North Atlantic Route Charts
- North Pacific Route Charts
- US IFR/VFR Planning Chart

### **Suite: Enroute Charts (composite PDFs and PDF separates, depending on product)**

***NOTE: Eventually all Enroute charts will be provided as composite PDFs as they are converted.***

#### **Series:**

- IFR Enroute Low / High Alt
- IFR Enroute Low Caribbean
- IFR Enroute Pacific Hawaii
- IFR Enroute Low / High Alt - Alaska

### **Suite: TPP (PDFs, xml)**

#### **Series:**

- Alaska Terminal Procedures Publication
- Terminal Procedure Bound/Loose -leaf (TPP)
- Terminal Procedure Change Notice

### **Suite: Chart Supplements (PDF)**

#### **Series:**

- Chart Supplement US (formerly Airport/Facility Directory (A/FD))
- Chart Supplement Alaska
- Chart Supplement Pacific

### **Attachment 3:**

#### **Available on Demand (AOD) Print Provider Product Qualification Process**

##### **Provider Responsibility**

1. Submit product sample to Director of Aeronautical Information Services at:

Director  
Aeronautical Information Services  
1305 East West Highway, #4531  
Silver Spring, MD 20910

##### **Print Provider Qualification Sample Requirements**

1. Minimum Standards:
  - a) Product must be submitted as intended to be published
  - b) Product must be legible, colors on chart/book must be clearly distinguishable
  - c) Product must be similar in appearance to current printed products
2. Product qualification sample options (submit sample(s) from each product type to be printed/distributed):
  - a) Terminal Procedures Publication (TPP) (print one of the following):
    - i. Southwest Vol 1 of 4
    - ii. Southwest Vol 2 of 4
    - iii. Northwest Vol 1 of 1
  - b) Chart Supplement US (formerly Airport/Facility Directory A/FD):
    - i. Chart Supplement US NW
  - c) Enroute Chart (print both of the following):
    - i. Low Altitude Enroute US L31/L32 (ELUS31) (provided by FAA as PDF separates)
    - ii. Low Altitude Enroute Alaska 3 /4 (ELAK3) (provided by FAA as composite PDF)
  - d) Visual Chart (print both of the following):
    - i. Sectional Aeronautical Chart Los Angeles (SLA) (provided by FAA as TIFF separates)
    - ii. Sectional Aeronautical Chart Los Angeles (SLA) (provided by FAA as composite PDF)

##### **FAA responsibility**

1. Will provide digital files to be used in printing qualification sample(s) located at:  
[http://aeronav.faa.gov/index.asp?xml=aeronav/blindurl\\_Print\\_Qualification\\_Samples](http://aeronav.faa.gov/index.asp?xml=aeronav/blindurl_Print_Qualification_Samples)
2. Will notify the provider within 15 business days of pass/fail results.

**Attachment 4:****Print Provider Qualification Self-Certification**

This form is intended for potential Providers who have printed charts/books under contract or agreement with the FAA to self-certify they have proven the capability to print FAA charts/books. Any chart/book you have printed under contract or agreement with FAA can be excluded from providing a print qualification sample by filling in the information below. However, you must submit a product qualification sample for any product you have not printed under contract or agreement with FAA (see attachment 3).

Company Name:			
Address:			
Address continued:			
City:			
State:		Zip:	
Phone Number:			
Contact Person:			
Title:			
Contact Email:			
Signature acknowledges that this form does not guarantee a waiver from the FAA from providing a Qualification Sample.			
Contact Signature:			

1. Has your company printed FAA products under contract or agreement with the FAA in the past? YES \_\_\_\_ NO \_\_\_\_

**Example #1**

Contract# \_\_\_\_\_

Role Prime/Sub) \_\_\_\_\_ Dates \_\_\_\_\_

What products did you print:

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**Example #2**

Contract# \_\_\_\_\_

Role Prime/Sub) \_\_\_\_\_ Dates \_\_\_\_\_

What products did you print:

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**Example #3**

Contract# \_\_\_\_\_

Role Prime/Sub)\_\_\_\_\_ Dates\_\_\_\_\_

What products did you print:

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2. What product(s) are you planning to provide?

Enroute YES \_\_\_\_ NO \_\_\_\_

Visual YES \_\_\_\_ NO \_\_\_\_

TPP YES \_\_\_\_ NO \_\_\_\_

Chart Supplements YES \_\_\_\_ NO \_\_\_\_

3. Are you capable of printing an entire suite of each product you plan to provide?

YES \_\_\_\_ NO \_\_\_\_

4. Do you have a quality control process in place for reviewing the printed product for accuracy before distribution?

YES \_\_\_\_ NO \_\_\_\_

5. Do you have a system in place to notify the FAA of errors, whether in the FAA digital files or in the printed product?

YES \_\_\_\_ NO \_\_\_\_

6. Do you have a system in place to notify the customers of errors in the printed product?

YES \_\_\_\_ NO \_\_\_\_

7. Have you ever had a contract/agreement terminated by the FAA for cause?

YES \_\_\_\_ NO \_\_\_\_

Contract/Agreement#\_\_\_\_\_ Date\_\_\_\_\_

8. Have you ever terminated an agreement with the FAA without cause?

YES \_\_\_\_ NO \_\_\_\_

Contract/Agreement#\_\_\_\_\_ Date\_\_\_\_\_

**Additional Comments:** (if commenting on particular question above, please reference question number)

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