

Advanced Systems Design Service
Non-federal Program
Operation and Maintenance Manual

RCE

Clarence E. Page Municipal Airport

OKLAHOMA CITY OK

This manual fulfills the requirements of Title 49 of the United States Code (49 USC) Section 44708, Title 14 of the Code of Federal Regulations (14 CFR) Part 171, and the latest version of Federal Aviation Administration (FAA) Order 6700.20, *Approval, Operation, and Oversight of Non-federal Systems* which is mandatory guidance for sponsors of non-federal systems and subsequently non-federally employed maintenance technicians.

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Attachments:

These attachments require signature by the sponsor if they want copies of the order(s).

- Federal Aviation Administration Non-Disclosure Agreement
- Air Traffic Organization Sensitive Unclassified Information Access and Acceptable Use Agreement

Part 1. Agreement for Operation & Maintenance

Part 1. Agreement for Operation & Maintenance
between
The Federal Aviation Administration (FAA) & Oklahoma City Airport Trust

In accordance with the relevant requirements set forth in 14 CFR Part 171 and this Operations and Maintenance Manual (OMM) dated **05/23/2024** Oklahoma City Airport Trust, having installed the AWI-3000 III PTHU AWOS System on its airport's premises or on leased land, hereby agrees to comply with this OMM.

The undersigned agrees to operate and maintain the system in accordance with this OMM and all applicable FAA requirements, standards, and criteria. This includes the latest versions of FAA Order 6700.20, 14 CFR Part 171, and other FAA directives identified later in this document.

The FAA reserves the right to amend the OMM to reflect changes in FAA operating policies and procedures. The sponsor must implement these changes within 10 business days of the FAA issuing written notification to the sponsor. The sponsor is responsible for notifying the non-federally employed maintenance technician(s) identified as having verification authority at this location.

The undersigned agrees that the OMM's facility contact information must remain current. The sponsor must advise the FAA Inspector of planned changes to the non-federally employed maintenance technician(s) and the FAA Inspector will prepare an updated contact sheet.

If at any point the "verified maintenance technician(s)" listed cease to perform the functions indicated, the sponsor agrees to notify the FAA within 10 business days.

The undersigned agrees that non-compliance with the above requirements are grounds for decommissioning and cancellation of instrument flight procedures (if applicable).

Regarding any liability which may arise from the use and/or the operation of this system, both the sponsor and the FAA expressly agrees that it must be solely and exclusively liable for the negligence of its own representatives or employees, in accordance with applicable law, and that neither party looks to the other to save or hold it harmless for the consequences of any negligence on the part of one of its own representatives or employees.

FAA Designated Representative

Signature

Date

APPROVAL RECOMMENDED:

Jeff Mulder
Director of Airports

APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this 23RD

day of MAY, 2024.

ATTEST:

Amy K. Simpson
Trust Secretary



OKLAHOMA CITY AIRPORT TRUST

Greg Salmon
Chairman

REVIEWED for form and legality.

Hailey Rawdon
Assistant Municipal Counselor/
Attorney for the Trust

Part 2. Operational Requirements

Part 2. Operational Requirements

The FAA will not allow operation of system(s)/equipment in the National Airspace System (NAS) unless the following requirements are met. If the sponsor (and/or its representatives, non-federally employed maintenance technician(s), etc.) fail to comply with this manual, the FAA will rescind its approval for the system's operation.

1. Licensing (for systems that transmit radio signals).

- a. System/Equipment. The system's Federal Communications Commission (FCC) license must be conspicuously posted at the facility. The sponsor must ensure that the FAA Inspector has a copy of the license. FCC Licenses require renewal, i.e., the FCC does not issue them for indefinite use (refer to the FCC website for renewal information). The sponsor must obtain an FCC Application for Radio Service Authorization from the FCC. Each application must reference a Non-Government Tracking Number (NGT#) as proof of FAA coordination. See Order 6700.20 for guidance on coordination with the FAA's Spectrum Engineering via the Web-based Frequency Coordination Request (WebFCR) portal.
- b. Non-federally Employed Maintenance Technician(s). The technician(s) who operate and maintain this system must receive FAA approval. They must also meet FCC licensing requirements, if the system transmits radio signals. The technician meets the FCC licensing requirement if the non-federal technician holds a General Radiotelephone Operator License (GROL) issued by the FCC. Non-federal technicians must provide a copy of their GROL to the FAA in accordance with the latest version of Order 6700.20. The FAA will grant verification authority after the successful completion of the following:
 - i. An FAA approved theory course and
 - ii. An FAA administered performance examination.

Note: The non-federal technician will receive a system/equipment specific "verification authority" letter.

2. Notice to Air Missions.

- a. A Notice to Air Missions (NOTAM) contains the establishment, condition, or change in any aeronautical system, service, procedure, or hazard, the timely knowledge of which is essential to personnel concerned with flight operations.
- b. The sponsor must ensure the prompt and accurate announcement of any deviation from normal operation or failure of this system by a NOTAM.
- c. The sponsor must file or ensure their technician files NOTAMs through NOTAM Manager or the appropriate FAA facility (Control Center).

- d. Events requiring NOTAMs include, but are not limited to:
 - i. Confirmed pilot problem report as reported by Air Traffic Control to the Sponsor.
 - ii. Scheduled system maintenance.
 - iii. Planned flight inspections.
 - iv. Unscheduled outages as indicated by sponsor's monitoring of the system, e.g., for an Automated Weather Observing System (AWOS) via Remote Maintenance Monitoring or for a Ground Based Augmentation System (GBAS) via Remote Maintenance Data Terminal.
- e. In the event of a failure or deviation exceeding (or expected to exceed) 24 hours, the sponsor (or representative) must notify the Control Center identified in Part 7 – *Facility Contact Information*.
- f. If there is a local Airport Traffic Control Tower (ATCT) or Terminal Radar Approach Control Facility (TRACON) the sponsor must enter into a written agreement (such as a Letter of Agreement (LOA), with the ATCT and/or TRACON for facilitation of NOTAM coordination and pilot problem reporting. (See paragraph 5 for additional details.)

3. Sponsor Monitoring.

- a. It is FAA policy that a remote-status monitoring system be provided for all electronic navigational facilities used in support of instrument flight procedures. Suitable monitoring equipment must be provided at an appropriate and secure, yet inspection-accessible location that enables detection of any of the following conditions:
 - i. Malfunction or failure of the transmitter equipment.
 - ii. Malfunction or failure of the monitor equipment.
- b. If an LOA is necessary, it must define the monitoring equipment used and assignment of responsibilities associated with it.
- c. The FAA classifies navigational facilities/systems/equipment in accordance with the way they are monitored. See FAA Order 8260.19, *Flight Procedures and Airspace* for the classification of monitoring categories and their descriptions.

Note: In this sub-section, the term “category” refers to “monitoring category” – not “instrument approach category.”

4. Scheduled Outage for Routine Maintenance. Non-federally employed maintenance technicians must not perform routine maintenance unless all the following conditions exist:

- a. Coordinated interruption of service with the appropriate Control Center, as specified in either this OMM or the LOA, if an LOA is in place.

- b. The ATCT/TRACON approves the service interruption, as specified in the LOA. Only applicable if there is an LOA.
- c. A NOTAM is in effect announcing the scheduled interruption.
 - i. The advance notification of the interruption must state the specific time for the interruption and how long the system will be out of service.
 - ii. The non-federally employed maintenance technician must not shut down the system until the specific time identified.
- d. The system identification signal is disabled while the technician performs maintenance tasks. (Note: For GBAS, this means the technician must either place the system in “test mode” or disable transmission.)

5. Pilot Problem Reports.

Sequence of Events:

- a. The sponsor (or designee) must initiate a NOTAM to remove the system (or impacted approach¹) from service, immediately upon receiving notice of a confirmed² pilot problem report of abnormal operation from Air Traffic. If there is an LOA between the sponsor and Air Traffic, it must define how Air Traffic will confirm pilot problem reports (i.e., ensure that the reports are not indicative of an issue with a single aircraft).
- b. The sponsor must notify the non-federal maintenance technician about the report and the NOTAM.
- c. The system (or impacted approach) must remain out of service until the non-federally employed maintenance technician confirms it is operating correctly and/or the FAA conducts a flight inspection (if necessary).
- d. If there is no ATCT, the sponsor or non-federal technician must NOTAM the system out of service and report the unscheduled outage. Proceed with steps to make repairs, as warranted, validate resolution, and return to service.

¹ For a Ground Based Augmentation System (GBAS), Air Traffic and the sponsor is responsible for deciding whether to remove the entire GBAS from service or just the affected procedures. Repeated pilot reports for the same runway end or vicinity may point to a source of local radio frequency interference (potentially evident because no other runway end is experiencing issues). The LOA must document such decisions and the process for deciding.

² Air Traffic typically confirms pilot reports by soliciting and receiving information from other aircraft in the area.

6. Continuity of Service.

- a. Category (CAT) II and Cat III landing systems must comply with the FAA's Continuity of Service requirements, in accordance with the most recent version of Order JO 6750.57, Instrument Landing System (ILS) Continuity of Service Requirements and Procedures.
- b. The International Civil Aviation Organization (ICAO) Standards and Recommended Practices (SARPS) ensures the level of service provided by each Cat II/III system. Continuity of Service (CoS) requirements ensure that the probability of a cessation or loss of system signal will be very small. The ICAO SARPS base the CoS requirements on operational safety of flight considerations during low visibility operations and apply them to each landing system installation. Each system has a requirement to demonstrate performance that correlates to the system's category of service used. If a system cannot show compliance with the CoS requirements, the sponsor must take immediate action to rectify the problems, or the system or instrument approach may need to be downgraded to a lower category of operation.
- c. The sponsor must notify their assigned FAA Inspector of any service interruptions lasting longer than a 60-second timeframe within 24 hours of the service interruption event. Report service interruptions to the assigned FAA Inspector via the Service Interruption Account (SIA) Form via email. See Part 4 of this OMM.
- d. Upon notice of a service interruption, the FAA Inspector will submit the outage information into the SIA tracking tool. After the first service interruption, within a 6-month period, the system may return to service once corrective maintenance has been completed. Upon the second service interruption, within a 6-month period, the system will remain out of service (OTS) until the FAA's Operations Engineering Support Group (OESG) completes an assessment. Each OTS event may change the system Mean Time Between Outages requirement(s), which OESG will determine. FAA assessment may require a reimbursable agreement to cover OESG's labor and travel expenses. The FAA Inspector will notify the sponsor of any required action(s).
- e. Sponsor noncompliance with the above requirements will be grounds for the cancellation of FAA-approved instrument flight procedures, permanent downgrade of the landing system's category, or removal of the system from the National Air Space.

7. Required Support Items.

- a. The non-federal technician must use FAA-approved test equipment, when performing maintenance on the system. Non-federally employed maintenance technicians may not use FAA-owned test equipment.

- i. Calibration of test equipment used to measure key performance parameters must follow the schedule identified in the system's Commercial Instruction Book (CIB) or the test equipment instruction book, whichever period is shortest.
 - ii. All test equipment calibration must meet standards traceable to the National Institute of Standards and Technology.
- b. The sponsor must ensure that sufficient spare parts are available to ensure that the system's service is reliable. The sponsor must have a spare-parts plan for replacement parts. The plan may include such things as on-site spares, maintenance contracts with an original equipment manufacturer (OEM), or spares located at an OEM facility.

8. Emergencies.

- a. Military. In the case of a national defense alert, the facility must adhere to directions received from the FAA and must remain in compliant status until receiving official notice that the alert is over.
- b. Aircraft Accident. Part 3 of this manual provides guidance in case of an aircraft accident.

Part 3. Aircraft Accident Procedures

NOTE: Part 3 is not pre-filled. This section of the OMM contains the appropriate templates the sponsor/non-federally employed maintenance technician must fill out and submit in case of an aircraft accident or incident. The OMM provides these “templates” as a courtesy to avoid 1) the need to search for them and 2) any confusion that would delay or prevent proper action in the aftermath of an event. The sponsor or non-federal technician will need to print this section, make copies if necessary, or use an electronic version (available on the Non-federal Program’s public website). A separate submittal is mandatory for each system.

Part 3. Aircraft Accident Procedures

General Information. This part of the OMM is provided to help expedite the verification of systems that are suspect in an aircraft accident or incident at a facility. It will also ensure that the sponsor and/or non-federally employed maintenance technician completes all required actions. It contains the following documents:

- a. *General Information Checklist.*
- b. *Facility Restoral Checklist.*

Note: The non-federal technician is responsible for completing these checklists, forwarding the *Facility Restoral Checklist* to the FAA's National Technical Operations Aircraft Accident Representative (NTOAAR), and sending a copy to the Sponsor and the FAA Inspector.

Section 1 - Non-federal Technician who completed the *General Information Checklist* and *Facility Restoration Checklist*:

Name

Signature

Date

Section 2 - Individual who reviewed the Facility Restoral Checklist for completeness and accuracy:

Name

Signature

Date

Sponsor's Initials 

1. Information and Instructions.

- a. Any non-federal facility employee who becomes aware of an aircraft accident or incident must report the facts immediately.
- b. There are a series of steps to be performed for systems suspected in an aircraft accident. Perform these steps as described to ensure the accurate documentation of the status of the facility/system/equipment. The latest version of Order JO 8020.16, *Air Traffic Organization Aircraft Accident and Incident Notification, Investigation, and Reporting* is the controlling directive. It takes precedence over other instructions if there are conflicts. Perform the steps outlined below in the sequence indicated:
 - i. Initial determination of facility status.
 - ii. Facility status notification to Technical Operations Services/Air Traffic.
 - iii. Technical evaluation of facility.
 - iv. Documentation of the “as-found” condition of the facility.
 - v. Notification to the Technical Operations Aircraft Accident Representative (TOAAR) of “as-found” condition.
 - vi. Flight check, if applicable.
- c. When a facility/system/equipment may be suspect in an aircraft accident or incident:
 - i. The Operations Control Center (OCC) must contact the sponsor, and the Service Area point of contact. (See Part 8, *Facility Contact Information*.)
 - ii. The Service Area point of contact must notify the non-federal maintenance technician(s) listed in Part 8 and instruct the technician to generate the “as-found” required documentation and the Facility Restoral Checklist.
 - iii. If the non-federal technician is not available to document “as-found” conditions in a timely manner:
 - 1) The OCC must identify an FAA Airway Transportation Systems Specialists (ATSS)/FAA Inspector who has completed training for the system type and is familiar with the facility.
 - 2) The sponsor must provide facility access to the ATSS immediately.
 - iv. The ATSS will complete the “as-found” documentation (but not the restoration).

- 2. Initial Determination of Facility Status.** This step is to determine if the facility was operating normally immediately before – or at the time of – the accident.

This step is important because it provides Air Traffic and Technical Operations Services with information needed to make decisions that are vital to public safety.

- a. Unless instructed otherwise, the non-federal technician must not perform this step alone.
- b. An observer must accompany the non-federal technician to ensure that, in the future, there is no question as to what took place at the facility.
- c. The observer must attest that the recorded findings and actions by the non-federal technician represent a true and accurate description of the witnessed activities.
- d. The OCC will locate and dispatch an observer for each potentially suspect facility that is removed from service. (However, the on-duty TOAAR may waive this requirement.)
- e. The non-federal technician making the initial determination of the facility's status must have current verification authority on the system.
- f. Ideally, the observer will be an FAA ATSS. But if need be, the observer can be anyone, to save time.
- g. The non-federal technician must make log entries that indicate the purpose of the visit, and the results of the initial determination in the Facility Maintenance Log (FML).
- h. The type of information obtained during an initial determination visit is limited to that which can be visually learned.
 - i. No adjustments or control functions may be made during the initial determination.
 - ii. The initial determination must be made using only that information which can be gathered using a hands-off process, i.e., the technician and observer may only gather information by looking at equipment indicators, meters, etc.

- 3. Notification to Air Traffic/Technical Operations Services of Facility Status.** The information obtained on the system's status must be given to the TOAAR as soon as possible. A log entry stating who was given this information must be made at the facility.

Note: Complete Section 1 of the Facility Restoration Checklist.

- 4. Technical Evaluation of System.** When the TOAAR notifies a non-federal technician that they are requiring a post aircraft accident technical evaluation of a system, the evaluation process must have two participants. One being the non-federal technician responsible for performing the evaluation and possesses verification authority on the system involved. The other acting as an observer is normally an FAA employee who possesses a current certification authority on the system type. Only the TOAAR can waive the requirement for an observer.

- a. If there is no waiver, the technical evaluation cannot happen if an observer is unavailable.
- b. If there is a waiver, the person conducting the evaluation must not be the last person who verified the system.

Note: Complete Section 2 of the Facility Restoration Checklist.

- 5. Documentation of the Condition of the System.** Complete this step with attention to detail. This includes entries in technical performance records, facility maintenance logs, and ground inspection forms. The text in the Facility Restoration Checklist provides for a standard description that everyone involved in the investigation can uniformly interpret. Entries must be accurate and complete.

Note: Complete Section 3 of the Facility Restoration Checklist.

- 6. Notification to the TOAAR of “As-Found” Condition.** The non-federal technician must provide the TOAAR with the Facility Restoration Checklist and send a copy to the Sponsor and the FAA Inspector. Submit this information as soon as possible so the FAA can make decisions regarding further actions, such as whether to call for a flight inspection. Forward the original documents to the Tactical Operations Programs Team:

Federal Aviation Administration
Tactical Operations Programs Team/AJW-B620
3701 Macintosh Dr
Warrenton, VA 20187
Attn: National Technical Operations Aircraft Accident Representative (NTOAAR)

Sponsor's Initials 

General Information Checklist

The non-federally employed maintenance technician must complete this checklist. The sponsor must retain a copy on file and send the original to the NTOAAR at the address referenced above.

Section 1 – First Contact (Notification to Non-federal Personnel)

Name of first non-federal individual contacted by Air Traffic

Name of Air Traffic personnel or the individual making contact, if not Air Traffic

Time non-federal individual received notification [all times in Greenwich Mean Time (GMT)]

Section 2 – Notifications by Non-federal Personnel (all times in GMT)

Time of notification to TOAAR:	
Time of notification to Sponsor:	
Time of notification to FAA Non-federal Inspector:	

The TOAAR will determine, with assistance from Air Traffic the systems that may or were in use by the aircraft, as well as the aircraft number, aircraft type, location of crash, time of crash, and type of flight plan.

Sponsor's Initials 

Facility Restoral Checklist

The non-federally employed maintenance technician must fill out a separate Facility Restoration Checklist for each non-federal system removed from service for possible accident/incident involvement as identified by the duty TOAAR.

Section 1 – System Identified for Restoration

Fac Ident	System Type	Last Non-federal Technician Who Verified

Did the TOAAR issue a waiver for an observer? (If not, provide Observer name and number.)

Yes/No	Observer Name, if the answer is “no”	Phone Number

Section 2 – Site Arrival Details

Arrival Date (mm/dd/yyyy)	
Arrival Time (GMT)	
Reason for Visit	

Current Weather Conditions (not at the time of the accident/incident) – General “unofficial” observation of the weather upon arrival:

Examples of initial log entries: (not intended for use word-for-word)

GMT Log Entry

1258	<i>Arrived site to initiate verification and/or restoration of facility in a post-aircraft accident/incident.</i>
1303	<i>Presently the weather conditions are overcast and snowing with 2 feet of snow on the ground.</i>
1305	<i>Found GS was operating on commercial power with no alarms or transfers indicated. Air traffic reported no pilot reports of malfunction of this facility during the last x hours (where x represents the approximate number of hours)</i>

Section 3 – Verify & Restore

1. Initiate action to verify and restore the system.
 - a. If the system is shut down, record the status of the equipment in the FML. Reset the equipment, and MAKE NO ADJUSTMENTS. If the system fails to restore to normal

Sponsor's Initials 

after resetting, notify the aircraft accident TOAAR immediately for further instructions. If the system resets successfully, continue with the next step.

- b. Immediately record as-found technical data (see paragraph 2), MAKING NO ADJUSTMENTS. IF OUT-OF-TOLERANCE CONDITIONS ARE FOUND, notify the aircraft accident TOAAR immediately for further instructions.
- c. If a flight inspection has been requested, MAKE NO ADJUSTMENTS prior to commencing the flight inspection, and then make ONLY those adjustments coordinated with flight inspection personnel.
- d. After recording the as-found technical data (see paragraph 2), and any flight inspection activities are complete, corrective maintenance in support of system restoration may begin. Record as-left technical data (see paragraph 2).
- e. Verify the system as required and initiate restoration coordination. Record all activities in the FML.

2. Documentation of the condition of the system.

- a. Record technical performance parameters accurately on the appropriate FAA form, Technical Performance Record (TPR). For Remote Maintenance Monitoring (RMM) systems, capture all screens required to support a verification judgement and retain a hard copy. If the equipment involved is operational, record a set of "as found" readings or screens prior to any corrective maintenance, followed by recording a set of "as left" readings or screens.
- b. Authentication of the technical readings is a must. Enter an authentication statement immediately below each set of "as found" and "as left" parameter values on each TPR and each screen printed. Be sure to identify whether the values are "as found" or "as left."
- c. If no adjustment or other maintenance was accomplished, a single statement will suffice.
- d. The authentication statement for use on each set of readings on each TPR and RMM printed screen is as follows:

I certify that the above post-aircraft accident/incident data is a true record of the Part 3, Section 1 identified system type's parameter values (noted on the screens) [<i>as-found, or as-left, or as-found and left</i>] at the date and time indicated.
--

Non-federal Technician:	
Signature	
Print Name	

Observer:	
Signature	
Print Name	
Title	

Note: Example of an authentication statement: “I certify that the above is a true record of the **XYZ GS** parameter values **as-found** at the date and time indicated.”

e. Terminate each TPR page that contains accident/incident data in accordance with FAA Order 6000.15, Appendix H, Paper Maintenance Logs (PML) SOP.

3. Completion:

- a. Confirm restoration coordination is complete.
- b. This completes the facility restoral process.

Part 4. FAA Forms

Part 4. FAA Forms

1. **FAA Form 6000-8, *Technical Performance Record (TPR)*** - This form is available electronically on the FAA Non-federal Program's public website, [Maintaining Non-Federal Systems | Federal Aviation Administration \(faa.gov\)](#).
2. **FAA Form 6000-10, *Technical Reference Data Record (TRDR)*** - This form is available electronically on the FAA Non-federal Program's public website, [Maintaining Non-Federal Systems | Federal Aviation Administration \(faa.gov\)](#).
3. **FAA Form 6030-1, *Facility Maintenance Log (FML)*** (NSN 7530-01-512-3604) - This form is available electronically on the FAA Non-federal Program's public website, [Maintaining Non-Federal Systems | Federal Aviation Administration \(faa.gov\)](#). Form 6030-1 is also available as carbon-copy paper pads. For information on ordering the carbon-copy version, visit the FAA's forms website (<https://www.faa.gov/forms>) and type 6030-1 into the search box.
4. **Service Interruption Account (SIA) Form** - This OMM contains the SIA form, see the next page. This only applies to systems subject to the Continuity of Service requirement in Part 2 of this OMM.
5. **Aircraft Accident/Incident Checklists** – Part 3 of this OMM provides instructions and the checklists the non-federal technician must fill out.

Service Interruption Account Form

Submit this form to the FAA Non-federal Inspector via email

System Information

Fac ID		System Type	
Location (City, State)		Fac Code	
Service Area		District	

Outage Information

Serial No		SIA Created Date	
Log ID		Outage Start Date	
Submitted By		Outage End Date	

Sponsor's Initials 

Part 5. Remote Maintenance Monitoring

Part 5. Remote Maintenance Monitoring (RMM)

1. **Applicability.** Currently, only AWOS has authorization to use RMM. The FAA must authorize and approve the use of any manufacturer developed RMM capability for any system.

2. **Adjustment of AWOS through RMM.**

Any non-federal AWOS authorized to use FAA-approved, manufacturer developed RMM capability must have an approved printer or data-storage device that documents all remotely performed maintenance activities. This printer or storage device must make a record of each log-on and equipment adjustment initiated from the remote interface screen. Retention policy for printouts or digital records is 30 calendar days, unless an RMM activity takes place 30 calendar days or less prior to a significant event.

The definition of a “significant event,” for the purposes of a non-federal system, is any unscheduled outage requiring a NOTAM. If such an outage takes place, the non-federally employed maintenance technician must update the FML as soon as possible, referring to the RMM activity. The retention policy for the corresponding RMM log is a minimum of 2 years. Reference the most recent version of Advisory Circular 150/5220-16, Automated Weather Observing Systems (AWOS) for Non-federal Applications, and Order 6700.20.

3. **Relevant Procedures.**

If a significant event occurs, causing an unexpected outage, the non-federal technician must contact the RMM POC to inquire as to whether any RMM activities occurred during the prior 30 days.

If so, the non-federal technician must take the following actions:

- a. Issue a NOTAM.
 - b. Notify the RMM POC to retain the RMM log for the corresponding activity for 2 years.
 - c. Create an entry in the FML referring to the RMM activity including the date of performance.
4. **RMM Logs.** The sponsor and/or non-federally employed maintenance technician must ensure the TOAAR is aware that there is an RMM Log, if the need arises.

Part 6. Maintenance Requirements

Part 6. Maintenance Requirements

Note: Part 6 provides information that pertains to all non-federal system types, unless otherwise noted.

RCE AWOS

1. Letter of Agreement.

- a. Under certain circumstances, the most recent version of Order 6700.20 may require a local LOA with the FAA's Air Traffic.
- b. Refer to the "Guidelines for Installation" found in Chapter 4 of Order 6700.20.

2. Non-federally Employed Maintenance Technician.

- a. The non-federal technician must maintain this system in accordance with the manufacturer's instruction book.

Note: The CIB's maintenance schedules and requirements reflect the minimum level of maintenance necessary to comply with this OMM.

- b. The FAA requires that the non-federal technician who maintains the system possess system-specific verification authority issued by the FAA.
 - i. Verification authority must be in writing.
 - ii. The non-federal technician's name and work-contact information must appear in Part 7 of this OMM, Facility Contact Information.
 - iii. The non-federal technician must be on site for all FAA ground inspections.
- c. At all times, the sponsor must have in its employ a non-federal maintenance technician.
- d. Failure to meet any of the requirements in this Part of the OMM may result in the FAA issuing a NOTAM to remove the system from service. The FAA may grant exceptions on a case-by-case basis if the Sponsor (or representative) coordinates with the FAA.

3. Modification of Maintenance Procedures. Such modifications must comply with the same requirements that apply to system modifications. Refer to the following paragraph.

4. System Modification.

- a. A modification is a configuration-managed change to a NAS baseline for hardware, software, firmware, equipment, or documentation. Modifications also include changes to electronic or mechanical components, software or firmware code, documentation (e.g., schematic, wiring diagrams, physical outline, floor plan, plot layout, structural details, FAA directives, equipment instruction books, parts list, or catalog etc.), existing

standards and tolerances/limits, or the need for establishing new standards and tolerances/limits.

- b. Updates to system configuration files (e.g., adaptation data file and measured site data file) that are a part of established installation and/or maintenance activities are not considered to be modifications.
- c. Requirements:
 - i. The FAA does not cover expenses for modifications to non-federally owned systems.
 - ii. The sponsor must submit all proposed modifications for FAA review. Note: Depending on the desired change, the FAA may direct the sponsor to the manufacturer for an official submission to the FAA.
 - 1) The FAA Inspector is the point of contact.
 - 2) Submit requests via email.
 - 3) The proposal must describe the general modification plan and schedule (i.e., the scope of the modification and the relevant timeline).
 - 4) The FAA must approve all modification(s), in writing.
 - 5) This OMM may require updates to reflect the modification(s). However, the update may take the form of an official document to attach to this OMM.
 - 6) The FAA Inspector must complete the latest Ground Inspection Form before the non-federal technician may return the system to service.
 - 7) The FAA Inspector must confirm that the modification(s) and associated return-to-service verification/test activities were completed successfully.
- d. Emphasized Examples.
 - i. The FAA must provide written approval before any modifications are made. This requirement is especially emphasized for the following cases:
 - 1) Relocating the system.
 - 2) Relocating an antenna associated with the system, if applicable.
 - 3) Updating the system's configuration to a new version.
 - 4) Updating the system's components.
 - ii. Reserved

5. Obstructions to System Operation.

- a. The sponsor must control vegetation, snow depth, and other potential obstructions that may adversely affect system operation in accordance with applicable technical documentation.
- b. The sponsor must maintain the system and relevant surroundings in an “as installed” condition, in accordance with the latest versions of the following directives:
 - i. FAA Advisory Circulars and Orders
 - ii. The manufacturer’s Siting Plan, and
 - iii. The manufacturer’s CIB

Note: This OMM identifies specific directives for each system type in paragraph 12, Directives Summary.

6. Relevant FAA Forms & Publications.

- a. General:
 - i. The FAA will provide the sponsor with the forms and publications required for system maintenance or provide where they may locate them.
 - ii. The FAA office responsible for oversight or inspection will provide the forms and publications free of charge.
 - iii. Some FAA forms and orders are publicly available via the following websites:
 - 1) The Federal Aviation Administration public website:
http://www.faa.gov/regulations_policies/faa_regulations
 - 2) The Non-federal Program’s public website: www.FAA.gov/Go/NonFed
- b. TRDR, FAA Form 6000-10. The TRDR provides a snapshot of the system’s parameters at the time of commissioning.
 - i. For a copy of this form, see Part 4 of this OMM, FAA Forms.
 - ii. The non-federal technician must complete it at the time of the system commissioning.
 - iii. The non-federal technician must store the original in the permanent records of the system also referred to as the Facility Reference Data (FRD), and the FAA Inspector must receive a copy.
 - iv. To maintain an accurate record of system operation and adjustment, the non-federal technician must prepare a new TRDR after any major repair, modernization,

adjustment, or re-tuning that alters the system's performance and/or impacts the system's baseline parameters, before returning the system to service.

- v. If a new TRDR is necessary, the system requires a new ground inspection, and the non-federal technician must follow the guidelines in paragraph 6.b.iii. above.
 - vi. Retain TRDRs for two years after system decommissioning or if a revised version supersedes it, unless instructed otherwise per Aircraft Accident/Incident requirements.
- c. TPR, FAA Form 6000-8. The TPR provides a historical record, showing the system's parameters as recorded during each scheduled and unscheduled visit.
- i. For a copy of this form, see Part 4 of this OMM, FAA Forms.
 - ii. The non-federal technician must store the original in the system's records or FRD and provide copies to the FAA Inspector. (Timeframes and methods for submitting TPRs are set forth below.)
 - iii. Retain TPRs for two years, unless instructed otherwise per Aircraft Accident/Incident requirements.
- d. FML, FAA Form 6030-1. The FML is the permanent record of all activities performed to maintain the system at each visit.
- i. For a copy of this form, see Part 4 of this OMM, FAA Forms.
 - ii. Log entries must:
 - 1) Be clear, complete, concise, and recorded in GMT.
 - 2) Include all malfunctions encountered in maintaining the system, as well as information on the kind of work and adjustments made, equipment failures, causes (if determined), and corrective action taken.
 - 3) Provide NOTAM information.
 - 4) Describe periodic maintenance activities required to maintain the system.
 - 5) For systems allowed to use RMM, see Part 5 of this OMM, log any on-site activity related to the system failing to pass a remote test in the on-site FML.
 - 6) Contain system verification statements.
 - a) A statement recording the status of the system, subsystem, or component.
 - b) For this OMM, the word "certification," which is used in FAA orders and other directives, is synonymous with the word "verification."

- c) Verification statements must follow the appropriate FAA orders and other directives.
 - d) Every visit to the site requires a verification statement before returning the system, subsystem, or component to service.
 - e) For systems allowed to use RMM, see Part 5 of this OMM, restoration and/or verification activities conducted remotely also require an entry in the on-site FML.
 - f) Verification statements require the use of specific terms. For instructions, refer to the latest version of the PML SOP found at this link:
https://www.faa.gov/airports/planning_capacity/non_federal/maintaining.
- iii. The non-federal technician must store the original in the system's records or FRD. Retain the original logs at the facility for a period of three years.
 - iv. A copy of the log pages must be sent to the FAA Inspector.
 - v. Timeframes and methods for submitting logs are set forth below.
 - vi. Guidelines for logging requirements can be found in the latest version of the PML SOP.
 - vii. In accordance with FAA policy, the non-federal technician must always create an entry for the following events and activities:
 - 1) Any system outage/interruption regardless of the length of the outage, upon discovery. The non-federal technician must make entries regarding:
 - a) When the outage occurred.
 - b) When verification was complete.
 - c) When the system returned to service.
 - viii. Report unscheduled outages lasting one hour or longer to the appropriate Control Center, even if a NOTAM is not necessary.
 - ix. If the system is not restorable immediately, issue a NOTAM.
- Note:** "Service outages" refers to actual system failures – (in the case of GBAS, this does not include brief constellation-based losses of service).
- e. Timeframe for Submitting FRD to FAA Inspectors.
 - i. General. FAA Inspectors will typically pick up copies of FRD during the periodic inspection. Non-federal technicians may elect to submit their documents more often. If they choose to, discuss submission arrangements with the FAA Inspector.

- ii. **Periodic Inspection.** If FRD documentation is not available for pick up at the time of the periodic inspection, the sponsor must ensure submission to the FAA Inspector within 30 calendar days following the inspection. The FAA Inspector may allow a one-time, limited extension.

Note: If FRD is not readily accessible, it is a deficiency.

- iii. **Failure to Submit on Time.** The FAA may issue a NOTAM, removing the system from service if the FAA Inspector does not receive the FRD in accordance with the guidelines established above. The NOTAM will remain in place until the sponsor submits the system documentation.

7. Security. The sponsor has a responsibility to meet physical and cybersecurity requirements, in accordance with 49 CFR Transportation, Part 1520, Protection of SSI and Part 1542, Airport Security. This includes establishing and carrying out programs that

- a. Provide for the safety and security of persons and property.
- b. Provide protection to ensure unauthorized personnel do not have access to the equipment.
- c. Report cybersecurity incidents to the Federal Government.
- d. Refer requests for Sensitive Security Information (SSI) to the appropriate Federal agency.

8. Flight Inspections.

- a. The FAA will conduct flight inspections in accordance with the latest version of Order 8200.1, United States Standard Flight Inspection Manual. Some system types may not require a flight inspection.
- b. The CIB may outline activities requiring flight inspection.
- c. When required by the FAA, the sponsor must provide ground-to-air communications in support of flight inspection. These communications must be on very high frequency (VHF) 135.85 or 135.95 megahertz (MHz).
- d. The FAA requires that the non-federal technician with verification authority participate in the flight inspection.

9. Ground Inspections.

- a. The FAA will conduct periodic ground inspections.
- b. The FAA office that has inspection responsibility will coordinate the inspection with the sponsor and non-federal technician.

- c. The FAA may NOTAM the system out of service, cancel the system's instrument flight procedures (if applicable), and/or decommission the system if it fails to meet the agency's technical standards for maintenance.
- d. The FAA may conduct a follow-up inspection if a system may have been a factor in an aircraft accident/incident. (See Part 3 of this OMM.)
- e. The FAA requires that the non-federal technician with verification authority participate in the ground inspection.

10. Site Safety. Sponsors must follow all relevant state and local personnel-safety requirements. The FAA Inspector has the right to decide not to inspect the system if the FAA Inspector believes that the site is potentially unsafe. They will discontinue the inspection until the sponsor mitigates the identified unsafe condition(s). This paragraph extends to vegetation to allow safe access to the facility. The sponsor will receive an Inspection Report and a Non-compliance letter that could result in removal of the system from service if not resolved in a timely manner.

11. National Airspace Performance Reporting Service (NAPRS). Non-federal systems are not reportable under the most recent version of Order JO 6040.15, NAPRS and therefore, do not follow or abide by the requirements outlined in the NAPRS desk guides. However, the Non-federal Program requires sponsors and/or non-federal technicians report all non-federal system outages to the appropriate Control Center identified in the OMM, in accordance with the guidelines contained in this document and the most recent version of Order 6700.20.

12. Directives Summary. This paragraph provides separate directive summaries for all non-federal system types. For the purposes of this OMM, sponsors only need to abide by the directives identified specific to systems listed here:

See the most recent versions of the following:

All System Types

- a. Order 6700.20 - Approval, Operation, and Oversight of Non-federal Systems
- b. Order 8260.19 - Flight Procedures and Airspace
- c. Order JO 8020.16 - Air Traffic Organization Aircraft Accident and Aircraft Incident Notification, Investigation, and Reporting
- d. Order 6000.15 - Appendices A and H
- e. Order 8200.1 - US Standard Flight Inspection Manual (USSFIM)
- f. Manufacturer's Instruction Book(s)

ALS - Approach Lighting System (ALSF/SSALR/MALS/MALSR/MALSF)

- a. Order JO 6850.5 – Maintenance of Lighted Navigational Aids

AWOS – Automated Weather Observing System

- a. Order JO 6560.13 – Maintenance of Aviation Meteorological Systems
- b. Order JO 6563.1 – Maintenance of the Automated Weather Observing System-C (AWOS-C)
- c. Order JO 6560.20 – Siting Criteria for Automated Weather Observing Systems (AWOS)
- d. AC 150/5220-16 - Automated Weather Observing Systems (AWOS) for Non-federal Applications

DME – Distance Measuring Equipment

- a. Order JO 6730.2 – Maintenance of Distance Measuring Equipment (DME) Facilities
- b. Order 9840.1 – U.S. National Aviation Handbook for the VOR/DME/TACAN Systems

GBAS

- a. Order 6884.1 - Siting Criteria for Ground Based Augmentation System (GBAS)
- b. Order JO 6750.57 - ILS Continuity of Service Requirements & Procedures

ILS – Instrument Landing System (LOC - Localizer and GS - Glide Slope)

- a. Order JO 6750.49 – Maintenance of Instrument Landing Systems (ILS) Facilities
- b. Order JO 6750.57 – ILS Continuity of Service Requirements & Procedures

Note: This list also pertains to SDF – Simplified Directional Facility

IM, OM, LOM, MM - Markers

- a. Included in ILS Orders.

NDB – Non-Directional Beacon

- a. Order JO 6740.2 – Maintenance of Nondirectional Beacons (NDB)

RVR – Runway Visual Range

- a. Order JO 6560.31 – Maintenance of Runway Visual Range (RVR) Equipment Type FA-10268 and Type FA-19200

VOR – Very High Frequency Omnidirectional Range

- a. Order JO 6820.7 – Maintenance of Navigational Aids Facilities and Equipment – VOR, DVOR, VOR/DME, VORTAC

13. Sensitive Unclassified Information (SUI). The Directives Summary above includes documents that are not available to the public. Some of these documents may contain NAS Sensitive Technical Information (STI). STI is equivalent to SUI, specifically identified as Sensitive Security Information (SSI) in Title 49 CFR, Transportation, Part 1520 Protection of SSI.

- a. In accordance with the most recent version of Order 6700.20, before the FAA will release copies of FAA documentation that contain SUI each individual requesting/receiving the documentation must sign the following agreements:
 - i. FAA Non-Disclosure Agreement (NDA)
 - ii. Air Traffic Organization SUI Access and Acceptable Use Agreement (AAA)
- b. A copy of each agreement is available with this OMM.
- c. The table below identifies FAA documentation **not** publicly accessible and identifies which documents contain SUI. A signed NDA and AAA is a requirement to receive documents containing SUI.

System Type	Document No.	SUI?	Need NDA & AAA?
ALSF/SSALR MALSR/F	Order JO 6850.5	No	No
AWOS	Order JO 6560.13	No	No
AWOS	Order JO 6563.1	No	No
DME	Order JO 6730.2	Yes	Yes
DME	Order 9840.1	Yes	Yes
ILS	Order JO 6750.49	Yes	Yes
ILS	Order JO 6750.57	Yes	Yes
NDB	Order JO 6740.2	Yes	Yes
RVR	Order JO 6560.31	No	No
VOR	Order JO 6820.7	No	No

All directive(s) received belong to the Federal Aviation Administration and may be used for official Government purposes only. They may not be released without the expressed permission of the Federal Aviation Administration. Refer requests for the document to: FAA Headquarters, Advanced Systems Design Service Team (AJW-121), 800 Independence Avenue SW, Washington, DC 20591-0001

Part 7. Facility Contact Information

Part 7. Facility Contact Information

The Non-federal Program does not require executing a new OMM if any of the information below changes. The FAA Inspector will fill out a replacement page, when needed.

Sponsor/Sponsor Representative

Name	Kristy Slater
Title	
Organization	
Address	5915 Phillip J Rhoades Room 104 OKLAHOMA CITY, OK 73008
Email Address	kristy.slater@okc.gov
Phone Number	405-316-4061

Control Center Telephone Number

OCC (for NavAids)	866-4-FAA-OCC (866-432-2622)
NEMC (for AWOS not in AK)	855-FAA-NEMC (855-322-6362)
Alaska Center (for AWOS in AK)	907-269-1102
Other	866-TELL-FAA (866-835-5322)

Sponsor's Initials 

Service Area Points of Contact

FAA Inspector(s)

Name	Email	Phone
Theresa Benjamin	Theresa.m.benjamin@faa.gov	469-371-3461
AWOS		

Name	Email	Phone
Shannon Marino	shannon.d.marino@faa.gov	817-825-5583
AWOS		

Non-federal Program Liaison

Service Area	Name	Email	Phone
CSA	Franklin Hodge	franklin.hodge@faa.gov	817-222-4247
ESA	Robert Linscheid	robert.linscheid@faa.gov	404-305-7134
WSA	Kasandra Brown	kasandra.brown@faa.gov	206-231-2959

Part 8. Non - federal System Data

This section will contain a completed form for each system represented by this OMM.

Part 8. Non-federal System Data

Airport/Heliport/Etc.

Airport Name	Clarence E. Page Municipal Airport
Airport City & State	Bethany, OK

Sponsor/Sponsor Representative

Name	Kristy Slater
Title	
Organization	
Address	5915 Phillip J Rhoades Room 104 Bethany, OK 73008
Email Address	kristy.slater@okc.gov
Phone Number	405-316-4061

Facility/System/Equipment – as applicable

System	Latitude	Longitude	Elevation (MSL)
RCE AWOS	35.49703999	-97.8255199	

FCC License Information – if applicable (VHF)

Frequency	125.05
Time Slots	
FCC Licensed Power	2.4 W
Modulation Class	
Licensee (per FCC License)	CITY OF OKLAHOMA
File No.	
Call Sign	WQIB574
FCC Registration No.	0016885121

FCC License Information – if applicable (UHF)

Frequency	460.1125
Time Slots	
FCC Licensed Power	.92 W
Modulation Class	
Licensee (per FCC License)	CITY OF OKLAHOMA
File No.	0008258116
Call Sign	WQGJ936
FCC Registration No.	0016885121

Sponsor's Initials 

Equipment Details

Manufacturer	All Weather INC
Model	AWI-3000 PTHU
Configuration	AWOS-3 NON-FEDERAL FACILITY
Part Number	
Standby Power Type	
Monitoring Type	

Part 9. Primary Technicians

Primary Technicians

RCE

AWOS

This document identifies all non-federally employed maintenance technicians with Verification Authority. It must remain attached to the OMM. The inspector may revise this list without obtaining a new signature on the OMM.

Non-federally Employed Maintenance Technician(s)	
Name	Jacob Featherston
Title	Field Service Engineer
Email Address	jfeatherston@dbttranserv.com
Phone Number	970-237-3521
FCC GROL No.	PG00065581
System Type(s)	AWOS

Name	
Title	
Email Address	
Phone Number	
FCC GROL No.	
System Type(s)	

Name	
Title	
Email Address	
Phone Number	
FCC GROL No.	
System Type(s)	

Name	
Title	
Email Address	
Phone Number	
FCC GROL No.	
System Type(s)	

Name	
Title	
Email Address	
Phone Number	
FCC GROL No.	
System Type(s)	

Primary Technicians Continued

RCE
AWOS

This document identifies all non-federally employed maintenance technicians with Verification Authority. It must remain attached to the OMM. The inspector may revise this list without obtaining a new signature on the OMM.

Non-federally Employed Maintenance Technician(s)	
Name	
Title	
Email Address	
Phone Number	
FCC GROL No.	
System Type(s)	

Name	
Title	
Email Address	
Phone Number	
FCC GROL No.	
System Type(s)	

Name	
Title	
Email Address	
Phone Number	
FCC GROL No.	
System Type(s)	

Name	
Title	
Email Address	
Phone Number	
FCC GROL No.	
System Type(s)	

Name	
Title	
Email Address	
Phone Number	
FCC GROL No.	
System Type(s)	

ATO SUI Access and Acceptable Use Agreement

July 2023

The Federal Aviation Administration (FAA) Air Traffic Organization (ATO):

- (1) Requires the use of this *ATO Access and Acceptable Use Agreement* for all recipients of Sensitive Unclassified Information (SUI)¹.
- (2) Must ensure that individuals have the authorization, need-to-know, and duty to protect SUI before providing access to SUI, as specified in the accompanying Non-Disclosure Agreement (NDA)
- (3) Will hold recipients of SUI responsible for the compromise of Government systems, networks, or information through negligence or a willful act, subject to any applicable sanctions as specified in the accompanying NDA.

This *ATO SUI Access and Acceptable Use Agreement* will help guide recipients in the proper handling of SUI, whether the information is marked or unmarked.

In addition to this *ATO SUI Access and Acceptable Use Agreement*, all FAA recipients (employees, contractors, and service providers) are bound to the FAA Rules of Behavior contained in FAA Order 1370.121B, *FAA Information Security and Privacy: Policy, Supplemental Implementing Directive, User Responsibilities and Obligations*.

1.0 RECIPIENT RESPONSIBILITIES

All recipients of ATO Information:

- (1) Must comply with all Federal laws, DOT, FAA, and ATO policies, contracts, and other legal agreements as applicable.
- (2) Must use SUI for lawful, official use, and authorized purposes only.
- (3) Must not further share SUI with any entity unless that entity is validated as an authorized user and/or covered person by ATO System Operations Security (AJR-2) and/or NAS Security Operations (AJW-B) and explicitly approved in writing by the FAA legally designated representative (in most cases the FAA contracting officer).
- (4) Must take personal responsibility for the security and protection of SUI provided to them.
- (5) Must ensure the return or proper destruction of SUI in accordance with FAA Order 1370.121B or National Institute of Standards and Technology (NIST) 800-88 Revision 1, *Guidelines for Media Sanitization*, when the information is no longer needed.

Since written guidance cannot cover every contingency, recipients must use due diligence and the highest ethical standards to guide their actions.

¹ **Sensitive Unclassified Information (SUI)**, per FAA Order 1600.75, *Protecting Sensitive Unclassified Information (SUI)*, SUI is unclassified information – in any form including print, electronic, visual, or aural forms – that we must protect from uncontrolled release to persons outside the FAA and indiscriminate dissemination within the FAA. It includes aviation security, homeland security, and protected critical infrastructure information. SUI may include information that may qualify for withholding from the public under the Freedom of Information Act (FOIA).

2.0 APPLICABILITY

This *ATO SUI Access and Acceptable Use Agreement*:

- (1) Applies to all authorized recipients of SUI (including FAA employees, contractors, interns, service providers, maintainers and other persons or entities) regardless of location or affiliation.
- (2) Must be acknowledged by recipients at least annually or upon request. The ATO will deny access to recipients who do not acknowledge and sign this *ATO SUI Access and Acceptable Use Agreement*.

3.0 SYSTEM AND INFORMATION ACCESS PROTECTIONS

To protect ATO systems and information:

- (1) I will:
 - a. Protect all SUI from unauthorized disclosure.
 - b. Physically protect SUI with at least one physical barrier (e.g., stored in a locked office, locked drawer, or locked file cabinet) when unattended.
 - c. Ensure that when SUI is not in secure storage, it is under the protection and control of an authorized person.
 - d. Only access the information required to perform my official duties.
 - e. Encrypt all SUI in storage and in transit.
 - f. Only use FAA-provided or approved encryption methods that are Federal Information Processing Standards (FIPS) 140-3² validated.
 - g. Only store SUI access credentials in a FIPS 140-3 validated encrypted file or device, or in a locked storage container (e.g., locked drawer, safe).
 - h. Only store SUI on devices, equipment, systems, media, or external services (e.g., cloud) that are approved by ATO for such purpose.
- (2) I will **NOT**:
 - a. Attempt to access systems or information that I am not authorized to access.
 - b. Send, copy, or forward any SUI for which I am not authorized.
 - c. Access, process, store, or share SUI on any device, equipment, system, storage media, or external service (e.g., cloud) that is not approved by ATO for such access, processing, or storage.
 - d. Share access credentials with anyone.

² **FIPS 140-3** is a U.S. Government cryptographic security standard specified by NIST. FIPS 140-3 specifies the security requirements for cryptographic modules and is used to accredit cryptographic modules for use by U.S. Government systems to protect SUI/CUI. FIPS 140-3 encryption protects the confidentiality and integrity of the information that is stored on a computer system or is transmitted across a network or other communications mechanism. FIPS 140-2 validated modules, unless explicitly revoked, can remain active for 5 years after validation or until **September 21, 2026**, when the FIPS 140-2 validations will be moved to the historical list.

4.0 INCIDENT REPORTING

I will immediately report suspected or confirmed incidents involving SUI, whether intentional or accidental, as soon as recognized to the FAA's Security Operations Center (SOC), NAS Cyber Operations (NCO), and ASH Office of Security and Hazardous Materials, Information Safeguards Division (AXF-200):

FAA SOC: Call 1-866-580-1552 or send an email to SOC@faa.gov

NCO: Call (540) 422-4114 or send an email to 9-AJW-NCO@faa.gov

AXF-200: Send an email to CUI@faa.gov

5.0 ACKNOWLEDGMENT STATEMENT

- (1) I understand and acknowledge that the terms and conditions in this *ATO SUI Access and Acceptable Use Agreement* apply to my access to, and use of, SUI.
- (2) I understand that unauthorized or improper use of SUI may result in a disciplinary or adverse personnel action up to and including removal, as well as civil and criminal penalties.
- (3) I understand that willful unauthorized disclosure of SUI may result in legal liability and consequences for the offender. Individuals who demonstrate egregious disregard or a pattern of failing to comply with the listed requirements will have their access promptly revoked.
- (4) The ATO may revoke, suspend, limit, or modify agreements for any position, at any time, and for any reason.
- (5) By signing this agreement, I acknowledge that I understand and consent to this *ATO SUI Access and Acceptable Use Agreement* when I access ATO systems, network, or information.
- (6) If I do not accept this *ATO SUI Access and Acceptable Use Agreement*, I will not be granted access to any SUI.

☐ **I acknowledge that I have read, I understand, and I agree to comply with all terms and conditions of this *ATO SUI Access and Acceptable Use Agreement*.**

Recipient: Signature and Date _____

Recipient: Print Name _____

Recipient: Email _____ Telephone Number _____

Recipient: Employer _____



Federal Aviation Administration

NON-DISCLOSURE AGREEMENT

Department of Transportation Federal Aviation Administration

I, _____, an individual official, employee, consultant, contractor, subcontractor, agent, representative, assignee, or affiliate of _____, (the Authorized Entity), intending to be legally bound, consent to the terms in this Agreement in consideration of being granted conditional access to Sensitive Unclassified Information (SUI) provided to me in support of the Non-Federal Program. I understand this information is confidential in the sense that it is not generally available to the public, and I agree to safeguard it against disclosure to individuals or entities not authorized to receive it pursuant to the laws, regulations and policies applicable to the particular type(s) of SUI involved.

As used in this Agreement and as defined in Federal Aviation Administration (FAA) Order 1600.75, Protecting Sensitive Unclassified Information (SUI), SUI is unclassified information – in any form including print, electronic, visual, or aural forms – that must be protected from uncontrolled release to persons outside the FAA and indiscriminate dissemination within the FAA (e.g., disclosure to unauthorized recipients or without using all of the controls required by the laws, regulations, and policies applicable to the type(s) of SUI involved). SUI includes information designated by DOT/FAA and other government agencies as For Official Use Only (FOUO) and all authorized categories and subcategories of Controlled Unclassified Information (CUI) in the CUI Registry, which is maintained by the National Archives and Records Administration's (NARA's) Information Security Oversight Office (ISOO), the Executive Agent for CUI matters. NARA implemented CUI requirements with 32 CFR Part 2002.

I attest that I am familiar with and will comply with the standards for access, dissemination, handling, and safeguarding of SUI to which I may have access in accordance with the terms of this Agreement and the laws, regulations, and/or Federal Executive Branch policies applicable to the specific type(s) of SUI to which I have access. Certain categories of SUI, such as Sensitive Security Information (SSI), are subject to different or tighter controls specific to the particular type of SUI involved. For example, access to, dissemination, handling, and safeguarding of Sensitive Security Information (SSI) is governed by 49 CFR Part 1520, Protection of Sensitive Security Information.

I understand and agree to the following terms and conditions of my conditional access to SUI:

1. I acknowledge that I have been / will be briefed on _____ (insert date) about the nature and protection of SUI, including the requirement that I verify a prospective recipient's duty to protect and need-to-know the information prior to disclosure, and that I understand these procedures.
2. By being granted access to SUI, the United States Government has placed special confidence and trust in me, and I am obligated to handle and safeguard SUI in my possession in a manner that affords sufficient protection from unauthorized disclosure and inadvertent access, in accordance with the terms of this Agreement; FAA Order 1600.75; and the laws, regulations, and/or Federal Executive Branch policies applicable to the specific type(s) of SUI to which I have access.
3. I understand that federal laws and regulations, including but not limited to the following, provide for criminal and civil penalties for improper disclosure of SUI: 5 U.S.C. § 552a and 18 U.S.C. §§ 641, 1832, and 1905.
4. I understand that the United States Government may conduct inspections, at any time or place, for the purpose of ensuring compliance with the conditions for access, dissemination, handling and safeguarding of information under this Agreement.
5. I will not disclose or release any SUI provided to me pursuant to this Agreement without proper authority or authorization. Disclosure of any information pursuant to this agreement will be in accordance with FAA Order 1600.75 and the laws, regulations, and/or Federal Executive Branch policies applicable to the specific type(s) of SUI involved. The Authorized Entity will comply with access restrictions imposed by authorized limited dissemination controls.
6. I understand that all SUI the FAA provides shall remain the property of the FAA and shall be returned to the FAA upon request. Otherwise, all SUI shall be destroyed immediately upon the conclusion of the project or at FAA's request, except as required by law.
7. I agree that I shall return all SUI to which I have access or which is in my possession, 1) upon demand by an authorized individual; and/or 2) upon the conclusion of my duties, association, or support to DOT/FAA; and/or 3) upon determination that my official duties do not require further access to such information.
8. I understand that DOT/FAA may provide SUI to me under this Agreement that is not marked, depending on the medium, and I agree to protect any SUI provided to me under this Agreement in accordance with FAA Order 1600.75 and the laws, regulations, and/or Federal Executive Branch policies applicable to the specific type(s) of SUI involved, whether or not it is marked. I agree that I will not alter or remove markings, which may indicate a type(s) of SUI, specific handling instructions, and/or limited dissemination controls, from any material I may come in contact with, unless such alteration or removal is consistent with FAA Order 1600.75 and the laws, regulations, and/or Federal Executive Branch policies applicable to the specific type(s) of SUI involved. I agree that if I use SUI from a document or other medium, I will carry forward any markings and will protect them in the same manner as the original.
9. I understand that SUI often retains its sensitivity and safeguarding and handling

10. restrictions even when redacted, obscured, anonymized, obfuscated, masked, or otherwise altered. Unless authorized in advance in writing by a duly authorized representative of the FAA, I understand that I am not permitted to redact, obscure, anonymize, obfuscate, mask, or otherwise alter SUI provided to me under this Agreement or to direct or permit anyone else to do so and that I must promptly report any such occurrences to the FAA in accordance with paragraph 10 of this Agreement.
11. I agree that I shall promptly report to the appropriate official, in accordance with FAA Order 1600.75 and the laws, regulations, and/or Federal Executive Branch policies applicable to the specific type(s) of SUI involved, any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation or incident involving SUI that I have knowledge of and whether or not I am personally involved. I also understand that my anonymity will be kept to the extent possible when reporting security violations and other incidents.
12. If I violate the terms and conditions of this Agreement, such violation may result in the revocation of my access to SUI.
13. I assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation of SUI not consistent with the terms of this Agreement.
14. This Agreement is made and intended for the benefit of the United States Government and may be enforced by the United States Government or the Authorized Entity. By granting me conditional access to SUI in this context, the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement. I understand that if I violate the terms and conditions of this Agreement, I could be subject to administrative, disciplinary, civil, or criminal action, as appropriate, under the laws, regulations, and/or Federal Executive Branch policies applicable to the specific type(s) of SUI involved and neither the United States Government nor the Authorized Entity have waived any statutory or common law evidentiary privileges or protections that they may assert in any administrative or court proceeding to protect SUI to which I have been granted access under the terms of this Agreement.
15. Unless and until I am released in writing by an authorized representative of the DOT/FAA (if permissible for the particular type(s) of SUI involved), I understand that all conditions and obligations imposed upon me by this Agreement apply during the time that I am granted access, and at all times thereafter.
16. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.
17. My execution of this Agreement shall not nullify or affect in any manner any other secrecy or non-disclosure Agreement which I have executed or may execute with the United States Government or any of its departments or agencies.
18. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter my obligations, rights, or liabilities created by Executive Order No. 13526; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section

2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats). The definitions, requirements, obligations, rights, sanctions, and liabilities created by the foregoing Executive Order and statutes are incorporated into this agreement and are controlling.

19. Signing this Agreement does not bar disclosures to Congress or to an authorized official of an executive agency or the Department of Justice that are essential to reporting a substantial violation of law.
20. I represent and warrant that I have the authority to enter into this Agreement.
21. I understand that the Authorized Entity's officials, employees, consultants, contractors, subcontractors, agents, representatives, assignees, or affiliates must each execute separate individual nondisclosure agreements with the FAA before being provided access to SUI covered by this Agreement.
22. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me FAA Order 1600.75 and the laws, regulations, or Federal Executive Branch policies applicable to the specific type(s) of SUI to which the Authorized Entity is being granted access so that I may read them at this time, if I so choose.

I make this Agreement in good faith, without mental reservation or purpose of evasion.

Federal Aviation Administration:

(Authorized Entity)

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Business Address:

Business Address: