

DECLARATION OF INTENT

BETWEEN THE

**FEDERAL AVIATION ADMINISTRATION
DEPARTMENT OF TRANSPORTATION
UNITED STATES OF AMERICA**

**AND THE
FEDERAL OFFICE OF CIVIL AVIATION
DEPARTMENT OF THE ENVIRONMENT,
TRANSPORT, ENERGY AND COMMUNICATIONS
SWISS CONFEDERATION**

**COOPERATIVE ACTIVITIES FOR UNMANNED AIRCRAFT SYSTEMS/
REMOVEDLY PILOATED AIRCRAFT SYSTEMS**

WHEREAS:

The Federal Aviation Administration (“FAA”) of the Department of Transportation of the United States of America and the Federal Office of Civil Aviation (“FOCA”) Department of the Environment, Transport, Energy and Communications of the Swiss Confederation (collectively, the “Participants”) are global leaders in aviation safety and intend to cooperate in advancing domestic and international safety standards, and their harmonization for Unmanned Aircraft Systems/Remotely Piloted Aircraft Systems (UAS/RPAS).

The FAA’s UAS Integration Office (AUS) is the FAA’s primary point of contact for the safe, timely, and efficient integration of UAS into the United States (U.S.) National Airspace System (NAS). AUS collaboratively develops operating concepts, policies, requirements, criteria, and procedures for new system evaluations, integration, and implementation of emerging UAS technologies. AUS leads the FAA’s UAS research and development initiatives, including the development of international and domestic operating standards.

FOCA’s Innovation and Digitalization Unit (ID) is the primary authority and point of contact designated by the Swiss Confederation to develop regulations covering UAS activities, including certification and surveillance of UAS and UAS designers, manufacturers and operators. FOCA leads the Swiss efforts on UAS, and is the designated authority in charge of facilitating the integration of UAS into Swiss Confederation airspace.

FOCA also promotes technological and operational research in the field of UAS, and the development of all aspects related to UAS operations.

Now, therefore, the Participants declare as follows:

I. OBJECTIVES

The Participants intend to collaborate under this Declaration of Intent (DOI), on UAS issues, of mutual interest and for mutual benefit. The primary objectives of this DOI are to provide the Participants with opportunities to engage in research and development; exchange ideas, personnel, and information; provide coordination with other government entities and stakeholders; and to collaborate on other initiatives and projects determined to be of mutual interest and benefit in relation to UAS operations.

II. SCOPE

The intent of the Participants is to work together on projects related to UAS activities that could include but are not limited to the following:

A. Research and analysis in areas such as:

1. UAS Traffic Management (UTM) concept validation;
2. Airworthiness – to include structural integrity, design & construction standards, power plant standards, environmental suitability, inspections, repair standards, and operating limitations;
3. Control and Communications (C2) – to include the development of appropriate C2 links between unmanned aircraft and ground control stations, data link management, spectrum analysis, and frequency management;
4. Detect and Avoid – to include issues related to the detection of potential threats to remain well-clear and to avoid collisions;
5. Human Factors – to include the study of human performance limitations to address safety concerns unique to UAS operations, and to inform the development of standards, regulations and guidance for civil UAS;
6. Low Altitude Safety – to include safety concerns and considerations unique to UAS operations in close proximity to people and ground infrastructure;
7. Training – to include the investigation and development of crewmember and visual observer training and certification requirements; and
8. Additional Research – to include other areas of research focus jointly determined by the Participants.

B. Development in areas such as:

1. Systems Engineering Documentation;
2. Safety Documentation;

3. UAS Regulation; and
4. Operational Approval and Cost Benefit Analysis.

C. Any other cooperative activity mutually determined by the Participants to be beneficial.

III. IMPLEMENTATION

- A. Specific cooperative activities and technical programs undertaken pursuant to this DOI are to be delineated and described in implementing arrangements to this DOI, and depending on the nature of the specific project, may include binding terms and conditions that are specific to that project if mutually decided by the Participants.
- B. All cooperation done under this DOI, including any implementing arrangements is subject to the availability of funds and other necessary resources.
- C. All cooperation done under this DOI, including any implementing arrangements is subject to the applicable domestic laws and regulations of the United States and Switzerland, including those pertaining to export controls.
- D. The Participants may exchange personnel as needed to pursue the cooperative activities described in the implementing arrangements under this DOI. Personnel exchanged by the Participants are expected to perform work in accordance with what is specified in the implementing arrangements. Such technical personnel may be from the FAA, FOCA, or supporting government agencies or contractors of the Participants, as mutually decided.
- E. The Participants intend to notify each other within 60 days of signature to this document to establish a working agenda and the points of contacts responsible for the coordination and management of any cooperative activities under this DOI. Each Participant intends to appoint two individuals to work towards implementing the desired cooperation.
- F. The Participants intend to meet periodically to discuss the ongoing collaboration under this DOI, and update the DOI as needed.

IV. FUNDING

Unless otherwise specified in an implementing arrangement under this DOI, each Participant intends to bear its costs of the activities it performs under this DOI.

V. RELEASE OF INFORMATION AND INTELLECTUAL PROPERTY RIGHTS

Unless otherwise specified in an implementing arrangement under this DOI, each Participant intends to abide by the following:

- A. "Intellectual property" means the subject matter listed in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967, and may include other subject matter as decided in writing by the Participants.
- B. The Participants acknowledge that this DOI does not impact or change any interest in Intellectual Property that was held by a Participant prior to or independent of this DOI or where the Intellectual Property was made, conceived, created, or developed prior to or independent of this DOI.
- C. The creation of information from the data and information shared and collected under this DOI is not to be used for any purposes other than those stated in Section I and is subject to the following:
 - 1. The results of any collaborative analysis of the Participants derived from the data and information collected and created under this DOI, is expected to be jointly owned, and the Participants are to mutually decide on the terms of first publication. Until that time, the Participants are to refrain from any sharing of the collaborative analysis and results beyond the Participants' representatives, without the prior written consent of the other, unless such sharing is required by law.
 - 2. The Participants also acknowledge that their individual respective analysis and information derived from the data collected and created under this DOI separately and apart from each other, is derivative work that does not confer joint rights for the other Participant.
 - 3. Consistent with Paragraph B and this Paragraph, the Participants intend to grant each other, and others acting on their behalf, a worldwide, nonexclusive, irrevocable, royalty-free license to reproduce or prepare derivative works, whether for internal use or for public performance or display.

VI. DESIGNATED POINTS OF CONTACT

The designated points of contact between the Participants for the coordination and management of this DOI:

A. For the FAA:

Agreements Management Point of Contact
Office of International Affairs
Africa, Europe and the Middle East Division
Phone: +1-202-267-1000
Email: jennifer.arquilla@faa.gov

Technical & Program Office Point of Contact
Adrienne Vanek, Director, International Division

FAA UAS Integration Office
Phone: +1-202-267-4520
Email: Adrienne.vanek@faa.gov

B. For the Swiss FOCA:

Agreements Management Point of Contact
Marcel Kaegi, Head of Strategy
FOCA Innovation and Digitalization Unit
Phone: +41 58 465 75 64
Email: marcel.kaegi@bazl.admin.ch

Technical and Program Office Point of Contact
Lorenzo Murzilli, Head of U-Space Program
FOCA Innovation and Digitalization Unit
Phone: +41 58 465 90 09
Email: lorenzo.murzilli@bazl.admin.ch

VII. MODIFICATIONS

The Participants may modify this DOI and its implementing arrangements by mutual decision with the details set forth in writing.

VIII. RESOLUTION OF DIFFERENCES

Any discord arising under this DOI should be resolved by consultations between the Participants and is not to be referred to any international or domestic tribunal, or to a third party for settlement. This DOI does not impose, nor is it intended to impose, any legal obligations on the Participants.

IX. EFFECTIVENESS AND DURATION

Cooperation under this DOI becomes effective on the date of the last signature. It may be ended by mutual consent of the Participants or by either Participant, however, the Participants intend to provide each other sixty (60) days' written notice.

Federal Aviation Administration
Department of Transportation
United States of America

Federal Office of Civil Aviation
Department of the Environment, Transport,
Energy and Communications
Swiss Confederation

BY: *Signed*
Christopher Rocheleau

BY: *Signed*
Christian Hegner

TITLE: Executive Director, Office of
International Affairs

TITLE: Director General

DATE: May 12, 2020

DATE: May 26, 2020

PLACE: Washington, DC

PLACE: Ittigen, BE