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Memorandum of Agreement

Between the

National Weather Service (NWS)

National Oceanic and Atmospheric Administration (NOAA)

U. S. Department of Commerce (DOC)

and

[Institution]

Regarding

WSR-88D Level II Data Distribution to Users in the Academic, Government,
and Private Sectors

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I. PARTIES

This Memorandum of Agreement (Agreement) is between the National Weather Service (NWS) of the National Oceanic and Atmospheric Administration (NOAA), an agency of the U.S. Department of Commerce (Department), and [Institution]. [Describe nature/purpose of the institution.]

II. AUTHORITIES

NWS has authority to participate in this Agreement pursuant to:

1. 15 U.S.C. ' 1525, the Department=s Joint Project Authority, which provides that the Department may enter into joint projects with nonprofit, research, or public organizations on matters of mutual interest, the cost of which is equitably apportioned;
2. 15 U.S.C. ' 313, which authorizes the Secretary of Commerce to forecast weather, collect, distribute, and transmit meteorological information, and to take such meteorological observations as may be necessary to establish and record the climatic conditions of the United States;
3. 15 U.S.C. ' ' 2901-2908, the National Climate Program Act, which authorizes the Secretary of Commerce to collect, monitor, analyze, and actively disseminate climatological global data, information, and assessments on a continuing basis in order to provide reliable, useful and readily available information. This authority includes developing mechanisms and systems for the management and active dissemination of climatological data to current and potential users; and
4. OMB Circular A-130, which provides, *inter alia*, that the Nation can benefit from government information disseminated both by Federal agencies and by diverse nonfederal parties, including State and local government agencies, educational and other not-for-profit institutions, and for-profit organizations, and which requires agencies to take advantage of all dissemination channels, Federal and nonfederal, including State and local governments, libraries and private sector entities, in discharging agency information dissemination responsibilities.

III. PURPOSE

Level II data are the highest-resolution radar data produced by the Government=s WSR-88D radars. These data are particularly useful for education and research. In addition, the private sector is interested in using these data in real time for further processing and providing value-added products to customers.

This Agreement is intended to increase the real time availability and widespread use of Level II data for a wide range of users and uses. NWS seeks to foster the equitable and wide distribution of Level II data to users in the academic, private, and government sectors. Level II data will be released without any prohibition for its redistribution or use.

This project is necessary and essential to further the mission of the Department in that it will assist the agency to efficiently distribute

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Government data and information to a wide variety of users. In addition, it will provide a backup capability that can deliver Level II data to the NWS in the event of a failure elsewhere in the system.

IV. MUTUAL INTEREST OF THE PARTIES

Participation in this Agreement will result in considerable savings to the Nation and promote economic and educational development through the dissemination of Government information.

The [Institution] will efficiently distribute Level II data to users in the academic, government and private sectors. It is anticipated that there will be considerable growth in the economic use of Level II data in the private sector.

V. RESPONSIBILITIES OF THE PARTIES

A. NWS agrees:

1. To provide a direct transmission of Level II data to the [Institution] MetaPoP from all WSR-88D sites participating in the Level II data collection and distribution network. The [Institution] MetaPoP provides high speed/high capacity connectivity to Internet and Internet-2.
2. To provide all three Level II data moments produced by the Radar Data Acquisition (base reflectivity, base radial velocity and base spectral width) to [Institution].
3. To provide the Level II data, except when the radars are in corrective or preventative maintenance modes, to the [Institution];
4. To provide advance notification of the list of WSR-88D sites sending Level II data and changes to the Level II data format or Level II data content, to the [Institution];
5. To provide Level II data users and [Institution] information on the operating status of WSR-88D sites, Level II data format, and other information needed for the use of these data; and
6. To encourage the use of Level II data for education and research.

B. [Institution] agrees:

1. To retransmit the Level II data to up to 4 universities at no charge;
2. To retransmit the Level II data to the private sector as equitably as possible;
3. To retransmit the Level II data in real time to the NWS-designated server(s) upon notification of failure of the NWS central collection point; and
4. To be responsible for the procurement, maintenance, and operation of all hardware and software at [Institution] necessary to redistribute the Level II data.

VI. EQUITABLE APPORTIONMENT OF COSTS

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The costs of this activity are equitably apportioned. NWS will incur no added costs by entering in to this Agreement. [Institution] will incur no additional costs because [Institution] can implement a cost-recovery method of redistributing the data (See, VIII.7).

VII. CONTACTS

The contacts of each party to this agreement are:

[NWS]

[Institution]

The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

VIII. OTHER PROVISIONS

1. [Institution] agrees that, by granting this access, the NWS does not vest in [Institution] any exclusive or permanent rights to continue to receive direct access to the NWS WSR-88D, or to use these data therefrom.
2. The NEXRAD agencies (Departments of Commerce, Defense, and Transportation) will exercise complete control of the WSR-88Ds at all times and have no obligation to modify or alter operating conditions or modes in response to user requests.
4. The NWS does not guarantee continuous operation of either the WSR-88D or the interface and does not guarantee the overall availability of these data to the [Institution] or to subsequent users.
5. The NWS does not guarantee the overall quality and suitability of these data for any purpose to the [Institution] or to subsequent users.
6. The delivery of additions to the Level II data stream in the future will be dependent upon NWS requirements.
7. The [Institution] may charge users for delivery of Level II data based on the cost incurred in sending the data.
8. [Institution] agrees to hold the U.S. Government and its officers, employees, and agents harmless against any and all liability, injury, death, damage, loss, and expense (including reasonable

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attorneys= fees and costs) arising out of or in connection with the activities under this Agreement.

9. Any materials or statements offered to inform the public of the nature of this joint project, or to promote the existence of the project and the parties, shall only be released to the public upon the mutual agreement of the parties.
10. Should disagreement arise on the interpretation of the provisions of this Agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.
11. Under the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3, a review of this agreement may be conducted at any time. The Inspector General of the Department of Commerce, or any of his or her duly authorized representatives, shall have access to any pertinent books, documents, papers and records of the parties to this agreement, whether written, printed, recorded, produced, or reproduced by any mechanical, magnetic or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law.

IX. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

This agreement will become effective when signed by all parties. The Agreement will terminate on _____, but may be amended at any time by mutual consent of the parties. The Agreement may be renewed upon mutual agreement of the parties.

Any party may terminate this Agreement by providing 90 days written notice to the other party. In the event this Agreement is terminated, each party shall be solely responsible for the payment of any expenses it has incurred. This Agreement is subject to the availability of funds.

The NWS may terminate [Institution] access to the WSR-88D at any time upon reasonable notice if it determines that [Institution] is not abiding by the terms of this agreement. The NWS shall endeavor to give [Institution] an opportunity to respond to any proposed determination under this section prior to terminating access.

[NWS]

[date]

[Institution]

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[date]