

Fiscal Year 2007 Family of Services Agreement

Agreement No. \_\_\_\_\_

UNITED STATES DEPARTMENT OF COMMERCE

WASHINGTON, D.C.

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

NATIONAL WEATHER SERVICE

AGREEMENT FOR ACCESS TO HIGH-SPEED DATA, MEDIUM-SPEED DATA, AND RADAR DATA.

This Agreement, between the United States of America, Department of Commerce, National Oceanic and Atmospheric Administration (NOAA), National Weather Service (NWS), hereinafter referred to as the Government, and

\_\_\_\_\_

\_\_\_\_\_

hereinafter referred to as the Applicant, sets forth the purpose, conditions, and responsibilities for access to the operational meteorological and hydrological data and information on the Government's family of high-speed data, medium-speed data, and radar products service hereinafter referred to as the Service. Access to the Service is available in Silver Spring, Maryland. Any individual or organization provided data and information by the Applicant is hereinafter called a Subscriber.

I. Purpose

The purpose of this Agreement is to make available meteorological and hydrological data and information collected or produced by the Government to the Applicant and to possible Subscribers through services provided by the Applicant at the Applicant's facility.

In order to achieve this purpose, the Government and the Applicant hereby mutually agree:

II. Responsibilities

A. Government

1. The Government agrees to permit the Applicant access to the Service as agreed herein and as agreed between the Applicant and the commercial carrier.
2. The Government will authorize requested connections to Service upon payment by Applicant of appropriate fees to cover the expenses thereof, as specified in Section B.1.a. and B.1.b. of this Agreement.

3. The Government will maintain the operation of the Service to the commercial carrier (except the Server Access Service and the Radar Products Service). The Government, however, cannot guarantee the overall quality and reliability of the Service from the original source to the Applicant because of the Government/Commercial Carrier/Applicant interface mixture.
4. The Government will provide the Applicant with the appropriate technical documentation regarding the Service and data and product formats.

B. Applicant

1. The Applicant agrees to pay all costs and expenses resulting from this Agreement.

These costs and expenses include:

- a. A one-time connection fee, subject to annual review and adjustment, to cover the expense of establishing the Service is due prior to agreement validation.

The Fiscal Year 2007 connection fees are:

Server Access Service T1	\$-0-
Server Access Service DS3:	\$-0-
Radar Products Service:	\$1,000

- b. An annual maintenance fee, subject to annual review and adjustment, to cover the government's expense in maintaining the Service. The annual maintenance fee, covers one U.S. Government fiscal year, the period October 1, 2006 through September 30, 2007.

The Fiscal Year 2007 fees are:

Server Access Service – T1	\$ 8,905.00
Server Access Service – DS3	\$13,640.00
Radar Products Service	\$19,576.00

- c. Any costs resulting from extension of Service from commercial carrier's office to Applicant's premises.
- d. Server Access Service and Radar Products Service subscribers are responsible for all costs involved in implementing the end-to-end service directly to the NWS Telecommunication Gateway computer facility in Silver Spring, Maryland. Due to the high volume of data included in the Radar Products Service, subscribers to this service will require at least a T1 communication link between the NWS Telecommunications Gateway and their facility. The cost of this link is the responsibility of the subscriber.

2. The Applicant agrees to hold and save the Government, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses, for or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of negligence on the part of Applicant, its officers, agents, and employees in the performance of this Agreement.
3. If the Applicant furnishes severe weather information and/or forecasts, the Applicant shall ensure that severe weather or flood bulletins, statements, advisories, watches, and/or warnings that originate with the Government:
  - (1) Are attributed to the Government;
  - (2) Are not modified except for physical format;
  - (3) When issued directly to the general public, are issued verbatim and always as soon as possible after receipt; and
  - (4) Are not disseminated after their expiration time.
4. If the Applicant also originates severe weather information and/or forecasts, the Applicant shall ensure that the information is clearly differentiated from Government-originated watches and warnings and is attributed to the Applicant, avoiding use of the terms "Watch" and "Warning" in presenting such information.
5. If the Applicant furnishes weather or river reports, analyses and/or forecasts other than, or in addition to, the Government's severe weather or river information and/or forecasts, the Applicant shall ensure that:
  - a. Government-originated information is attributed to the Government, and is not modified except for physical format.
  - b. Applicant-originated information is attributed to the Applicant.
6. The Applicant shall ensure media or other release to the general public of the Government-originated reports, warnings, analyses and forecasts, or information derived from them:
  - a. Shall include nothing to indicate or imply that the Government endorses any commercial product advertised;
  - b. Give full credit for the source of the information; and
  - c. Avoid any implication that interpretations by others are those of the Government.
7. The Applicant shall obtain any necessary permits and abide by all applicable

rules, regulations, or laws pertaining to agreements with the Government, and shall notify subscribers of these same rules, regulations, or laws, including, particularly, sections B.3, B.4, B.5, and B.6 of this agreement.

- any
8. To report to the Assistant Administrator for Weather Services, NOAA, known violation of this Agreement.

III. International Access and Distribution of the Family of Services (FOS) Data

- A. Direct access to the FOS is only permitted for companies based in the United States.
- B. In order to ensure the continued exchange of weather information between nations, the Applicant must be cognizant of the following and make sure that its customers are aware of these conditions:

1. The NWS adheres to World Meteorological Organization (WMO) Resolution 40 which sets forth the policy and practice for the exchange of meteorological and related data and products in all matters related to foreign meteorological information. Countries that are parties to WMO Resolution 40 are allowed to identify certain "additional data and products" that may not be re-exported for commercial use.

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A list of all products identified as "additional data and products" by the country of origin is available on the NWS Internet homepage @ <http://www.nws.noaa.gov/tg/addata.html>.

2. The issuance of operational weather information in other countries is the responsibility of the national meteorological service of the individual country and should be respected.
3. In doing business in other countries, it is important to avoid conflicts with foreign laws and regulations and to give due consideration to reasonable commercial practices in deciding upon the reintroduction of weather related information to the originating country.
4. Good relations with other countries will be fostered and enhanced by providing attribution to the national meteorological service of the country of origin as the source of the weather data and products used.

IV. Additional Conditions

- A. The Government will not be responsible for maintenance of the Applicant's equipment or

for coordination with commercial carriers concerning communications arrangements and/or problems associated with Service.

B. The applicant further agrees and understands:

1. The Government will make every effort to keep the schedule and content of the data services consistent with the needs of the user community, but the schedule and content of these services may be changed without consultation with the Applicant. The schedule and content of the facsimile data is controlled by NWS needs and may be changed without consultation with the Applicant. Such changes will be announced to the Applicant at least 75 days in advance,

whenever

practicable.

2. The Applicant shall include in any agreement with its customers a provision 1) notifying the customers of any conditions applied by the originator of any "additional data or products" identified in accordance with section III.B. above on their re-export for commercial use and 2) requiring that this notification be provided to all downstream customers.

3. That the execution of this Agreement does not vest in the Applicant any permanent or exclusive right to receive the Service, and that the Service may be modified or suspended at any time at the discretion of the Assistant Administrator for Weather Services, NOAA without recourse.

V. Specific Services Required

Services desired by Applicant and authorized by this Agreement are:

- Server Access Service (T1) \_\_\_\_\_
- Server Access Service (DS3) \_\_\_\_\_
- Radar Products Service \_\_\_\_\_

VI. Termination

Applicant may terminate this Agreement at any time upon providing written notice to the Government. The Government may terminate this Agreement after 90 days written notice to Applicant, whenever:

- A. The Assistant Administrator for Weather Services, NOAA, shall determine that such termination is in the best interest of the Government; or
- B. The Assistant Administrator for Weather Services, NOAA, shall determine that technological difficulties result from the connection provided for in this Agreement.

VII. Effective Date

This Agreement shall become effective on the last date shown below, when executed by the parties hereto.

APPLICANT

UNITED STATES OF AMERICA  
Department of Commerce  
National Oceanic and Atmospheric  
Administration  
National Weather Service

By \_\_\_\_\_

By \_\_\_\_\_

(Signature)

(Signature)

Name \_\_\_\_\_

Name Larry Curran

Title \_\_\_\_\_

Title Director, Telecommunication  
Operations Center

Date \_\_\_\_\_

Date \_\_\_\_\_

**1710A FOS Agreements  
(01-04-07)**