



AGENT AGREEMENT Terms and Conditions for PocketChart Agents

1) **PURPOSE** – The Terms and Conditions herein describe the conditions under which an Authorized Agent (hereinafter referred to as Agent or Agency) agrees to print and sell PocketCharts compiled by the National Ocean Service (NOS).

2) **AUTHORITIES** –

a) 33 U.S.C. 883b, which states:

“In order that full public benefit may be derived from the operations of the National Ocean Survey by the dissemination of data resulting from the activities herein authorized, and of related data from other sources, the Secretary of Commerce is authorized to conduct the following activities:

- (1) Analysis and prediction of tide and current data;
- (2) Processing and publication of data, information, compilations, and reports;
- (3) Compilation and printing of nautical charts;
- (4) Distribution of nautical charts and related navigational publications.”

b) 33 U.S.C. 883f, which states:

“The Secretary of Commerce is authorized to contract with qualified organizations for the performance of any part of the authorized functions of the National Ocean Survey when he deems such procedure to be in the public interests.”

The authority in 33 U.S.C. 883b(2) permits the compilation of the PocketCharts. The authority in 33 U.S.C. 883b(4) permits their distribution. The authority in and 33 U.S.C. 883f permits contracts such as this Agent Agreement.

3) **DEFINITION** – A “PocketChart” is a special purpose map compiled by NOS for beginning recreational boaters. One side is a much-reduced image of a NOAA nautical chart. The other side contains safety, boating, and educational information. It is used as a locator by boaters, and is not for navigation. The PocketCharts, and the digital files from which they are printed, are official products of the National Ocean Service, NOAA.

4) **PERMITTED USE** – PocketChart digital files are sold by NOS to permit the Agent to print, market, sell, and distribute paper copies of those PocketChart files.

5) **LIMITATIONS ON USE** – Agent agrees to:

a) Manufacture the PocketCharts exactly as they are provided by NOS and without modification.

- b) Adhere to the standards of quality and service for the PocketCharts, their delivery, and related matters as specified by NOS.
 - c) Use new digital files provided by NOS for each order. Reuse of previously provided files is not permitted.
 - d) Manufacture and offer for sale the entire suite of the PocketCharts, not merely those in areas most popular with beginning boaters.
 - e) Use the digital files provided, and the information contained therein, only in the production of the PocketCharts.
 - f) Not redistribute or reuse digital files provided by NOS.
 - g) Make clear in its representations the purposes for which the PocketCharts are suited or not suited, including those purposes identified by NOS.
 - h) Carry printer's errors and omissions insurance, or a comparable policy, in an amount reasonably appropriate for the product being sold.
 - i) Indemnify and hold harmless the U.S. Government for any loss, claim, damage, or liability of any kind, to the extent caused by the negligence or willful misconduct of Agency or its employees, arising out of actions by the Agent, or any Party acting on its behalf or under its authorization, in performance of activities under this Agreement.
- 6) **PURCHASE PRICE** – Agent shall pay NOS an amount equal to ten cents (\$0.10) per PocketChart sold by the Agent towards sums permitted or required to be collected by NOS.
- 7) **REMITTANCE** – Said payment shall be calculated quarterly, and paid within thirty (30) days after the end of the calendar quarter by check made payable to “U.S. Department of Commerce, NOAA” at the address specified by NOS. Payment shall be accompanied by a report setting forth appropriate details for calculating the payment.
- 8) **SALE PRICE** – Agent hereby agrees to sell printed PocketCharts so that the single copy, retail price (manufacturer's suggested retail price) when purchased over-the-counter is no more than six dollars (\$6). Retailers may charge local sales tax and delivery service charges, when required, in addition to the retail price.
- 9) **VOLUME OF SALES** – NOS reserves the right to establish a minimum volume of PocketCharts to be sold by Agents. Such minimum shall apply equally to all agents.
- 10) **ORDERING AND DELIVERY OF DIGITAL FILES** – Agent agrees to order and receive the PocketChart digital files in a manner specified by NOS.
- 11) **USE OF THE NOAA EMBLEM AND NAME** – Agent may use of the NOAA emblem in advertising PocketCharts, and may represent them as an official NOAA product. Agent shall submit to NOAA for clearance all advertising, uses of the NOAA logo, and public claims. Such clearance shall not be unreasonably withheld, and requests for clearance shall be acted on promptly. Agent may use the phrase “Authorized NOAA PocketChart Agent” in correspondence and promotional materials.
- 12) **INSPECTION** – Agents are subject to inspection of their printed PocketCharts by representatives of NOS.
- 13) **FRANCHISE** - Agents do not have exclusive franchise to sell PocketCharts in their communities. NOS reserves the right to determine the number of Agents appointed within specific local areas.

14) **TRANSFER OF AGENCY** – The Agency is not transferable. A change in ownership, firm name, or address must be reported immediately in writing to the NOS. A new agreement will be required for a change in ownership or firm name.

15) **TERMINATION** –

- a) NOS may terminate the sale of PocketChart digital files to Agent at any time without notification if, in its sole judgment, public safety is affected in an adverse manner by products resulting from, or from actions of Agent.
- b) NOS may terminate the sale of PocketChart digital files at any time by giving 30 days written notification if, in its sole judgment, Agent is not in conformance with the Terms and Conditions stated herein. Agent shall have said 30 days to remedy any lack of conformance to the Terms and Conditions identified by NOS. Agents terminated for agreement infractions, or for nonpayment of balances due NOS, normally will not be considered for reinstatement for one year.
- c) Either party may terminate this Agreement at any time by giving 30 days written notice.
- d) NOS participation in the provision of PocketCharts is subject to the availability of funds.
- e) In the event this Agreement is terminated for any reason, Agent shall return all data, digital files, and information provided by NOS. In addition, Agent shall cease to manufacture and/or sell PocketCharts.

16) **CONFIDENTIALITY** – Any Agent customer lists, reports, marketing methods, business information, and other business confidential material disclosed to NOS by Agent, and appropriately identified as confidential, shall be deemed confidential and proprietary to Agent. NOS agrees to not reveal, divulge, make known, or in any other way transfer said confidential information to any third party or to utilize any confidential information so disclosed in direct or indirect competition with Agent during the term of this Agreement or for six (6) months after its termination.

17) **AMENDMENT** – The Terms and Conditions herein may be amended at any time by NOS.

I agree to become an Authorized PocketChart Agent for the printing and sale of PocketCharts issued by the National Ocean Service, and accept the foregoing terms.

Signed (for the Agent)

Date

Printed Name:

Business Name:

Address:

Phone:

Fax:

E-mail:

Signed (for the Office of Coast Survey, NOS, NOAA)

Date

Printed Name: