

Fiscal Year 2009
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 OPERATIONAL, METEOROLOGICAL, AND HYDROLOGICAL
DATA AND INFORMATION

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 using the Government's Server Access Service (SAS) and/or Radar Products Service (RPS), hereinafter collectively referred to as the Family of Services (FOS). Access to the FOS is available by connecting directly to NOAAnet to receive the FOS data from the National Weather Service Telecommunications Gateway network which operates out of Silver Spring, Maryland, or through an access point in a telecommunications carrier hotel in New York (NYAP). Individuals or organizations that receive data and information from the Applicant are hereinafter referred to as Subscribers 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 as follows:

II. Responsibilities:

A. Government:

1. The Government agrees to permit the Applicant access to the FOS as agreed herein and as agreed between the Applicant and the commercial carrier.
2. The Government will authorize requested connections to FOS upon payment by Applicant of appropriate fees to cover the expenses thereof, as specified in Section B.1.a. of this Agreement.
3. The Government cannot guarantee the overall quality and reliability of the FOS 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 FOS and data and product formats.
5. The National Weather Service has authority for this agreement under 15 U.S.C. 313 and 15 U.S.C. 1525 (special studies).

B. Applicant

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

- a. An annual maintenance fee, subject to annual review and adjustment, to cover the government's expense in maintaining the FOS provided is due by July 20, 2009. The annual maintenance fees, covers one U.S. Government fiscal year, the period October 1, 2008 through September 30, 2009. The annual maintenance fee is the sum of the base cost and the circuit bandwidth cost for the Direct Connect Access to NOAAnet and/or the sum of the base cost, the circuit bandwidth cost, and the carrier hotel cost for the NYAP Connection to NOAAnet for the service (s) chosen by the Applicant. The Government's estimated user fees for fiscal year 2009 are:

Description	Direct Connection Access (A)	Carrier Hotel Charges for New York Access Point (B)	Total Cost for Connecting through New York Access Point (C=A+B)
Base Cost			
Server Access Service (SAS)	\$ 15,881.00	—	\$ 15,881.00
Radar Product Service (RPS)	\$ 15,915.00	—	\$ 15,915.00
Data Circuit Bandwidth Allocations			
T1 - 1.544 Mbps	\$ 2,462.00	\$ 12,989.00	\$ 15,451.00
2xT1 - 3Mbps	\$ 4,783.00	\$ 20,529.00	\$ 25,312.00
Fractional DS3 - 6 Mbps	\$ 9,567.00	\$ 83,384.00	\$ 92,951.00
DS3 - 45Mbps	\$ 71,752.00	<i>Call for quote</i>	<i>Call for quote</i>

Total User Fees (Base plus Bandwidth Allocation)	Direct Connection Access	Total Cost for Connecting through New York Access Point
SAS - T1 - 1.544 Mbps	\$ 18,343.00	\$ 31,332.00
SAS - 2xT1 - 3Mbps	\$ 20,665.00	\$ 41,194.00
SAS Fractional DS3 - 6 Mbps	\$ 25,448.00	\$ 108,832.00
SAS - DS3 - 45 Mbps	\$ 87,633.00	<i>Call for quote</i>
RPS - T1 - 1.544 Mbps	\$ 18,377.00	\$ 31,366.00
RPS - 2xT1 - 3Mbps	\$ 20,699.00	\$ 41,228.00
RPS Fractional DS3 - 6 Mbps	\$ 25,482.00	\$ 108,866.00
RPS - DS3	\$ 87,667.00	<i>Call for quote</i>
SAS and RPS - 2xT1-3Mbps	\$ 36,580.00	\$ 57,109.00
SAS and RPS - 6 Mbps-Fractional DS3	\$ 41,364.00	\$ 124,748.00
SAS and RPS - DS3	\$ 103,548.00	<i>Call for quote</i>

- b. Any costs resulting from extension of FOS from commercial carrier's office to Applicant's premises.

- c. Server Access Service and Radar Products Service subscribers are responsible for all costs involved in implementing the end-to-end service directly to NOAA.net. Due to the high volume of data, Subscribers for each Service will require at least a T1 communication link. 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 distributes severe weather information and/or forecasts to Subscribers, the Applicant shall ensure that severe weather or flood bulletins, statements, advisories, watches, and/or warnings that originate with the Government:
 - a. Are attributed to the Government;
 - b. Are not modified except for physical format;
 - c. When issued directly to the general public, are issued verbatim and always as soon as possible after receipt; and
 - d. 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. The information provided through FOS is in the public domain, unless specifically annotated otherwise, and may be used freely so long as you do not 1) claim it is your own (e.g. by claiming copyright for NWS information -- see below), 2) use it in a manner that implies an endorsement or affiliation with NOAA/NWS, or 3) modify it in content and then present it as official government material. You also cannot present information of your own in a way that makes it appear to be official government information. As required by 17 U.S.C. § 403, third parties producing copyrighted works consisting predominantly of the

NWS material supplied through FOS are encouraged to provide notice within such copyrighted works. Further, the Government requests that the NWS material be identified and fully attributed to the source, and that a statement appear within the work that such material is not subject to copyright protection, and is in the public domain.

- 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, section III. B.3 and III. B.4 of this agreement.
8. To report to the Assistant Administrator for Weather Services, NOAA, any known violation of this Agreement.

III. International Access and Distribution of the Family of Services 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.

A list of all products identified as "additional data and products" by the country of origin is available on the NWS Internet homepage at <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 FOS.
- 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 FOS, and that FOS may be modified or suspended at any time at the discretion of the Assistant Administrator for Weather Services, NOAA without recourse.
4. That an Interconnection Security Agreement (ISA) must be executed between NOAA/NWS and the Applicant as a supplement to this Agreement.

V. Specific Services Required – Services desired by Applicant and authorized by this Agreement are (select

Service and Bandwidth Allocation	Direct Connection	<input checked="" type="checkbox"/>	New York Access Point	<input checked="" type="checkbox"/>
SAS - T1 - 1.544 Mbps	\$ 18343.00	<input type="checkbox"/>	\$ 31,332.00	<input type="checkbox"/>
SAS - 2xT1 - 3Mbps	\$ 20,665.00	<input type="checkbox"/>	\$ 41,194.00	<input type="checkbox"/>
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SAS and RPS - 6 Mbps-Fractional DS3	\$ 41,364.00	<input type="checkbox"/>	\$ 124,784.00	<input type="checkbox"/>
SAS and RPS - DS3	\$ 103,548.00	<input type="checkbox"/>	<i>Call for quote</i>	

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: Adrian Gardner

Title: _____

Title: Chief Information Officer, NWS

Date: _____

Date: _____

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(06-04-09)