



GOES DCS System Use Agreement

In order to use the GOES Data Collection System (GOES DCS) you must complete the System Use Agreement and sign it. After reviewing the completed agreement, the Approving Authority will sign and approve the agreement, as appropriate. The agreement will go into effect at the time of approval. The policies governing the use of the GOES DCS are printed on pages 8 to 13.

Name of the program: _____

Program Administrator (User) Title: (Dr., Mr., Ms., etc...) _____

Last Name: _____ First Name: _____

Title: _____

Organization: _____

Department: _____

Mailing Address: _____

City: _____ State/Province: _____

Zip Code: _____ Country: _____

Telephone: _____ Fax: _____

Email: _____

The User Certifies that he/she has read and understands the policies governing the use of the GOES DCS and hereby undertakes to follow them. The User also certifies that there are no commercial space-based services that meet the User's requirements.

User's Signature: _____ Date: _____

For Approving Authority Use Only

- This agreement is approved and shall remain in force for up to _____ years.
- This agreement is not approved.

Comments:

Approving Authority: _____ Date: _____

Title: _____

Signature: _____

Name of the Program: _____

Detailed Description of Program Objectives (Purpose of Data Collection):

This Agreement is an:

- Initial Agreement** **Renewal Agreement**

The Organization which will operate this program is a (check all that apply):

- Government User** **Non-profit User** **Non-Government User**

If not a government agency, please include sponsoring agency name and phone number:

Agency: _____

Name of Contact Person: _____

Phone Number: _____

Email Address: _____

Government User means agencies of international governmental organizations, national government, or any other subdivision thereof, or any of those agencies' contractors or grantees, so long as the contractor is using the data collected by the GOES DCS to fulfill it's contractual obligations to the government agency, or in the case of a grantee, that these data are being used in accordance with the Statement of Work for the award.

Non-profit user means a not-for-profit academic, research, or other non-governmental organization, which is using these data for education and/or scientific, noncommercial purposes.

Agency Contact Information

(a) Program implementer (e.g., principal investigator, technical representative, etc.):

Last Name: _____ First Name: _____

Title: _____

Organization: _____

Department: _____

Mailing Address: _____

City: _____ State/Province: _____

Zip Code: _____ Country: _____

Telephone: _____ Fax: _____

Email: _____

(b) Agency contact responsible for installation and/or maintenance of Data Collection Platform/equipment:

Last Name: _____ First Name: _____

Title: _____

Organization: _____

Department: _____

Mailing Address: _____

City: _____ State/Province: _____

Zip Code: _____ Country: _____

Telephone: _____ Fax: _____

Email: _____

(c) Agency contact responsible for operating Data Collection Platform/equipment:

Last Name: _____ **First Name:** _____

Title: _____

Organization: _____

Department: _____

Mailing Address: _____

City: _____ **State/Province:** _____

Zip Code: _____ **Country:** _____

Telephone: _____ **Fax:** _____

Email: _____

(d) Destination (final user) of data collected:

Last Name: _____ **First Name:** _____

Title: _____

Organization: _____

Department: _____

Mailing Address: _____

City: _____ **State/Province:** _____

Zip Code: _____ **Country:** _____

Telephone: _____ **Fax:** _____

Email: _____

Technical Specifications

(1) Program Information:

a. Check one that applies:

Operational

Experimental

Manufacturer

b. Environmental parameters measured:

c. Anticipated time frame for data collection:

Start Date: _____ End Date: _____

3. Platform information:

a.

Platform types to be used

Check all that apply:

Interrogated (I):

Self-timed and Random (S/R):

Self-timed (S):

Self-timed and Interrogate (S/I):

Random (R):

Random and Interrogate (R/I):

b. Number of Platforms: (Complete as appropriate)

I: _____ S/R: _____

S: _____ R/I: _____

R: _____ S/I: _____

c. Total number of Platforms with Emergency Alarm/Random Capability:

d. Anticipated deployment for each platform type:

(e.g., 10 Self-timed in March, 2011, 2 Self-timed/Random in July, 2012 etc...)

e. General Location of Platform by generic type:

(If needed attach separate sheet with additional information about each platform in the following format.)

#Fixed Platforms	Geographic Region		
_____	_____	<input type="checkbox"/> GOES-East	<input type="checkbox"/> GOES-West
_____	_____	<input type="checkbox"/> GOES-East	<input type="checkbox"/> GOES-West
_____	_____	<input type="checkbox"/> GOES-East	<input type="checkbox"/> GOES-West
_____	_____	<input type="checkbox"/> GOES-East	<input type="checkbox"/> GOES-West
_____	_____	<input type="checkbox"/> GOES-East	<input type="checkbox"/> GOES-West

(Note: Specific Latitudes and Longitudes are not required here, but should be entered into the DCS Administration and Data Distribution System (DADDs) record for each platform once it is assigned. Specific instructions will be provided.)

#Mobile Platforms (Latitude/longitude of boundaries):

_____	_____
_____	_____
_____	_____

**f. Platform Data Format
(Check all that apply):**

ASCII Pseudo ASCII

Bits per sensor message _____

Bytes per message (8 bits/byte) _____

**g. Desired platform reporting times:
Rank in order of priority (1 = highest priority)**

1 hour

3 hour

4 hour

6 hour

12 hour

Other (please explain):

h. Desired platform baud rate:

300 baud

1200 baud (Only with prior approval from Manager)

**4. Anticipated data delivery method:
Check one:**

Internet Connection (DADDS):

Internet Connection (LRGS):

Direct Readout Ground System (DRGS):

Dedicated Circuit:

Commercial Service (specify which one):

Other (please explain):

I. Background

The GOES Data Collection System (DCS) is operated by the United States' National Oceanic and Atmospheric Administration (NOAA). The GOES DCS System is managed by NOAA's Office of Satellite and Product Operations (OSPO). The system consists of instruments provided by NOAA, which are flown aboard NOAA geostationary satellites, user supplied data collection platforms (DCPs), and NOAA's DCS Administration and Data Distribution System (DADDS) data and user management system. Users may also receive data directly from the GOES satellite through Direct Readout Ground Systems (DRGS), or from NOAA's rebroadcast of the data through communications satellites or systems. NOAA is authorized to enter this agreement under the authority granted to it in 15 USC 313 and 49 USC 44720.

II. GOES DCS System Use Policy

1. Scope

- a. This policy applies to any person who operates or proposes to operate data collection platforms to be used with the GOES DCS either directly, or through an affiliate or subsidiary.
- b. These policies apply to all existing GOES DCS users, as well as all future agreements for the use of GOES DCS.

2. Definitions

For the purposes of this agreement and policy:

- a. Approving Authority means NOAA, which is represented by the Director, Office of Satellite and Product Operations for the GOES DCS.
- b. Assistant Administrator means the Assistant Administrator for Satellite and Information Services, NOAA, and his or her designee.
- c. Environmental data means environmental measurement data for the purpose of using the GOES DCS.
- d. Environmental measurement data means data that relates to the characteristics of the Earth and its natural phenomena by helping to better understand, evaluate, or monitor its natural resources.
- e. Government interest means that the use is determined in advance to be of interest to one or more governmental entities of the United States, or a state or local government.
- f. Government user means agencies of international governmental organizations, national government, or any subdivision thereof, or any of those agencies' contractors or grantees, so long as the contractor is using the data collected by the GOES DCS to fulfill its contractual obligations to the government agency, or in the case of a grantee, that these data are being used in accordance with the statement of work for the award.
- g. Non-profit user means a not-for-profit academic, research, or other non-governmental organization, which is using the data for non commercial educational and/or scientific purposes.
- h. Operational use means the use of data in a situation where the utility of the data is significantly reduced if not collected or delivered in a specific time window. This includes situations where extensive preparation work is in place, and a delay in the acquisition of data would jeopardize the project.
- i. Platform compatibility means the compatibility of the platform with the space segment of the system, and include elements such as message length and composition, signal strength, and transmission protocol (e.g. continuous versus event driven).
- j. Sensitive use means the use of the GOES DCS where users' requirements dictate the use of a government system, such as national security, homeland security, law enforcement, and humanitarian operations.
- k. Episodic use means the use of the GOES DCS for short events where there is a significant possibility of loss of life, such as for Arctic expeditions or scientific campaigns into remote areas.
- l. Testing use means the use of the GOES DCS System by manufacturers of platforms for use in conjunction with the GOES DCS, for the limited purpose of testing and certifying the compatibility of new platforms with the

technical requirements of the GOES DCS.

- m. User means the entity and/or organization which owns and/or operates user platforms for the purpose of collecting and transmitting environmental data through the GOES DCS.
- n. User platform means devices, designed in accordance with the specifications delineated and approved by the Approving Authority, used for the in-situ collection and subsequent transmission of data via the GOES DCS. Those devices which are used in conjunction with the GOES DCS System are referred to as data collection platforms (DCPs).
- o. User requirement means the requirement expressed and explained in the GOES DCS System Use Agreement.

3. Use of GOES Data Collection System

- a. Use of the GOES DCS will only be authorized in accordance with the conditions and requirements set forth in paragraphs (b), (c), and (d) of this section.
- b.
 - 1. Use of the GOES DCS will only be authorized where it is determined that there are no commercial space-based systems available to meet the user's requirements.
 - 2. A determination under (b)(1) above must be based on such factors as satellite coverage, accuracy, data throughput, platform power consumption, size and weight, service continuity and reliability, platform compatibility, system access mode and, in the case of government agencies, cost-effectiveness.
- c.
 - 1. Except as provided in paragraphs (2), (3) and (4) of this section, the GOES DCS shall only be used for the collection of environmental data by government and/or non-profit users.
 - 2. Non-government, environmental use of the GOES DCS is only authorized where there is a government interest in the collection and/or receipt of the data.
 - 3. Except as provided in paragraph (c)(4) of this section, non-environmental use of the GOES DCS is only authorized for government use, and non-profit use where there is a government interest. The GOES DCS will continue to be predominantly used for environmental applications. Non-environmental use of the system shall be limited to sensitive use, and to episodic use as defined below in (c)(4) of this section.
 - 4. Episodic use of the GOES DCS may also be authorized in specific instances where there is a significant possibility for loss of life. Such use shall be closely monitored.
 - 5. Testing use of the GOES DCS will only be authorized for manufacturers of GOES DCS platforms that require access to the system in order to test and certify prototype and production models.
- d. In the event that the GOES DCS capacity limitations require that priority determinations be made, applicants will be admitted to use the GOES DCS in accordance with the following priority:
 - 1. NOAA programs or users whose data are required for implementation of NOAA programs, as determined by the Assistant Administrator, will be accorded first priority.
 - 2. Users whose data are desired to support NOAA programs will be accorded second priority.
 - 3. Users whose data and/or use of the GOES DCS will further a program of an agency or department of the U.S. Government, other than NOAA, will be accorded third priority.
 - 4. Users whose data are required by a state or local Government of the United States will be accorded fourth priority.
 - 5. Users whose data involves testing of the GOES DCS will be accorded fifth priority.
 - 6. No other usage will be authorized for the GOES DCS.

4. GOES Data Collection System Use Agreements

- a. In order to use the GOE DCS System, each user must have an agreement with the approving authority.

- b. These agreements will address, but may not be limited to, the following matters:
- c. The extent of the availability of commercial space-based services which meet the user's requirements, and the reasons for necessitating the use of the GOES DCS.
- d. The approving authority shall evaluate user requests and conclude agreements for use of the GOES DCS.
- e. The period of agreements for use of the GOES DCS shall be as follows:

5. Treatment of Data

All GOES DCS users must agree to permit GOES participating agencies, and their governments' agencies, the full, open and timely use of all environmental data collected from their platforms. This may include the international distribution of environmental data under the auspices of the World Meteorological Organization. Any proprietary data will be protected in accordance with applicable laws.

6. Technical Requirements

- a. All platform operators of the GOES DCS must use a data collection platform radio set whose technical and design characteristics are certified to conform to applicable specifications and regulations.
- b. All platform operators are responsible for all costs associated with the procurement and operation of the platforms, and for the acquisition of data from those platforms, either directly from the satellite or from the applicable data processing system.

III. Understandings

- a. The approving authority reserves the right to terminate or suspend the user's participation in this program in the event of spacecraft or ground equipment limitations requiring curtailment or elimination of services.
- b. DCPs which the user plans to implement as part of the GOES DCS are subject to type-certification by the operator before deployment. However, such certification does not imply any judgment or endorsement as to the DCP's performance.

IV. User Responsibilities

The user shall:

- a. Notify the operator of any changes to the program within a reasonable amount of time.
- b. Obtain and utilize DCPs manufactured and type-certified in accordance with the specifications and rules stipulated in the GOES Data Collection Platform Transmitter Certification Standards document available from the operator on request, or from the DCS websites.
- c. Obtain authorization from the appropriate national authorities to transmit on the frequency specified in the user's platform assignments.
- d. Comply with all applicable laws and regulations, and the terms and conditions for operation of the system which has been agreed to by the approving authority, and which shall be available upon request.
- e. Maintain current information in the DCS databases describing parameters of all platforms, including proper location and emergency contact information.
- f. Make all reasonable efforts to deactivate platforms which are either performing outside of the system specifications, malfunctioning in a manner that interferes with other platforms or system operation general, or belong to a program that has been terminated.

V. Operator Responsibilities

The operator shall:

- a. Oversee the collection, processing, and transmission of GOES DCS data.

- b. Notify the user of any changes to the established operational plan. Notification will normally be given prior to the initiation of changes except when sudden, abnormal spacecraft or operational conditions precludes providing prior notification. In any event, notification will be made as soon as possible.
- c. Notify the user, by the most efficient means available, whenever GOES system monitoring indicates that a platform is performing outside of the system specifications, or is malfunctioning in a manner that interferes with other platforms or general system operations. Once notified, users must make every reasonable effort to deactivate the platform or correct the problem.

VI. Disclaimers

- a. The operator will make every effort to maintain the GOES DCS in full operation at all times, subject to the availability of appropriations. The operator will bear no responsibility for any losses as a result of the GOES DCS being unavailable.
- b. The operator cannot guarantee the timeliness of data dissemination, the accuracy of the data provided, or the suitability of any application what-so-ever, and cannot be held responsible for any damage, including loss of life, resulting from defective operation of the GOES DCS.
- c. In the event of damage being suffered by the goods or personnel of the user or any third parties, and insofar as such damage arises out of the use of the equipment, the operator shall not be held liable.
- d. The user agrees to not make any claim, or bring any action, against the operators or any of their employees or agents. In addition, the user agrees to indemnify and hold each such entity and/or individual harmless against any such claim or action brought by any third party. Any award of damages, loss, or other expense incurred in connection therewith (including attorney's fees) where such claim or action is based, directly or indirectly, in whole or in part, on the use of the GOES DCS. Indemnification shall not be applicable in those instances where the user is not allowed by applicable law to indemnify.

VII. Period of Use & Termination

- a. Either party to the GOES DCS System Use Agreement may request amendments by letter to the signatories of this System Use Agreement, and such amendments will take effect upon consent of all parties involved.
- b. Within 30 days of the expiration of the approved period of use, users may request to renew the System Use Agreement. These agreements will be renewed in accordance with all applicable laws and regulations. Renewal is not automatic, however, and there may be instances when System Use Agreements will not be renewed.

VIII. Dispute Settlement

In the case of any disputes arising out of the terms of this agreement, the matter will be referred to the appropriate approving authority. Policies and Procedures Regarding Use of NOAA Space-Based Data Collection Systems (15 CFR 911) explains the system use policy for using the GOES DCS to ensure that the Government will not allow space-based data collection systems to be used where there are commercial space-based services available that fulfill users' requirements. The regulation contains the minimum amount of information requirements necessary to determine if a user meets these criteria, and is thereby granted use of the GOES DCS. In accordance with the regulation, responses to the collection of information are mandatory to conclude agreements for use of the GOES DCS. A standard part of the system use agreement with accepted applicants is that the user must provide free and open access to the data they collect by U.S. Government agencies. No confidentiality is promised or provided.

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to:

GOES DCS Program Office

NOAA Satellite Operations Facility (NSOF), RM 1629
1315 East West Hwy
Silver Spring, MD 20746

Notwithstanding any other provision of the law, no person is required to respond to, nor shall any person be subject to a penalty for a failure to comply with collection of information, subject to the requirements of the Paperwork Reduction Act, unless that collection of information displays a valid OMB control number.

IX. For Support

Email: goes.dcs@noaa.gov