

NOTICE OF OFFICE OF MANAGEMENT AND BUDGET ACTION

Diana Hynek  
Departmental Paperwork Clearance Officer  
Office of the Chief Information Officer  
14th and Constitution Ave. NW.  
Room 6625  
Washington, DC 20230

10/12/2004

In accordance with the Paperwork Reduction Act, OMB has taken the following action on your request for the extension of approval of an information collection received on 08/04/2004.

TITLE: NOAA Space-Based Data Collection System (DCS)  
Agreements

AGENCY FORM NUMBER(S): None

ACTION : APPROVED WITHOUT CHANGE  
OMB NO.: 0648-0157  
EXPIRATION DATE: 10/31/2007

BURDEN:	RESPONSES	HOURS	COSTS(\$,000)
Previous	390	440	0
New	390	440	0
Difference	0	0	0
Program Change		0	0
Adjustment		0	0

TERMS OF CLEARANCE: None

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OMB Authorizing Official	Title
Donald R. Arbuckle	Deputy Administrator, Office of Information and Regulatory Affairs

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# PAPERWORK REDUCTION ACT SUBMISSION

**Please read the instructions before completing this form. For additional forms or assistance in completing this form, contact your agency's Paperwork Clearance Officer. Send two copies of this form, the collection instrument to be reviewed, the supporting statement, and any additional documentation to: Office of Information and Regulatory Affairs, Office of Management and Budget, Docket Library, Room 10102, 725 17th Street NW, Washington, DC 20503.**

1. Agency/Subagency originating request	2. OMB control number <span style="float: right;">b. <input type="checkbox"/> None</span> a. _____ - _____
3. Type of information collection ( <i>check one</i> ) a. <input type="checkbox"/> New Collection b. <input type="checkbox"/> Revision of a currently approved collection c. <input type="checkbox"/> Extension of a currently approved collection d. <input type="checkbox"/> Reinstatement, without change, of a previously approved collection for which approval has expired e. <input type="checkbox"/> Reinstatement, with change, of a previously approved collection for which approval has expired f. <input type="checkbox"/> Existing collection in use without an OMB control number For b-f, note Item A2 of Supporting Statement instructions	4. Type of review requested ( <i>check one</i> ) a. <input type="checkbox"/> Regular submission b. <input type="checkbox"/> Emergency - Approval requested by _____ / _____ / _____ c. <input type="checkbox"/> Delegated
7. Title	5. Small entities Will this information collection have a significant economic impact on a substantial number of small entities? <input type="checkbox"/> Yes <input type="checkbox"/> No
8. Agency form number(s) ( <i>if applicable</i> )	6. Requested expiration date a. <input type="checkbox"/> Three years from approval date b. <input type="checkbox"/> Other Specify: _____ / _____
9. Keywords	
10. Abstract	
11. Affected public ( <i>Mark primary with "P" and all others that apply with "x"</i> ) a. ___ Individuals or households d. ___ Farms b. ___ Business or other for-profit e. ___ Federal Government c. ___ Not-for-profit institutions f. ___ State, Local or Tribal Government	12. Obligation to respond ( <i>check one</i> ) a. <input type="checkbox"/> Voluntary b. <input type="checkbox"/> Required to obtain or retain benefits c. <input type="checkbox"/> Mandatory
13. Annual recordkeeping and reporting burden a. Number of respondents _____ b. Total annual responses _____ 1. Percentage of these responses collected electronically _____ % c. Total annual hours requested _____ d. Current OMB inventory _____ e. Difference _____ f. Explanation of difference 1. Program change _____ 2. Adjustment _____	14. Annual reporting and recordkeeping cost burden ( <i>in thousands of dollars</i> ) a. Total annualized capital/startup costs _____ b. Total annual costs (O&M) _____ c. Total annualized cost requested _____ d. Current OMB inventory _____ e. Difference _____ f. Explanation of difference 1. Program change _____ 2. Adjustment _____
15. Purpose of information collection ( <i>Mark primary with "P" and all others that apply with "X"</i> ) a. ___ Application for benefits e. ___ Program planning or management b. ___ Program evaluation f. ___ Research c. ___ General purpose statistics g. ___ Regulatory or compliance d. ___ Audit	16. Frequency of recordkeeping or reporting ( <i>check all that apply</i> ) a. <input type="checkbox"/> Recordkeeping b. <input type="checkbox"/> Third party disclosure c. <input type="checkbox"/> Reporting 1. <input type="checkbox"/> On occasion 2. <input type="checkbox"/> Weekly 3. <input type="checkbox"/> Monthly 4. <input type="checkbox"/> Quarterly 5. <input type="checkbox"/> Semi-annually 6. <input type="checkbox"/> Annually 7. <input type="checkbox"/> Biennially 8. <input type="checkbox"/> Other (describe) _____
17. Statistical methods Does this information collection employ statistical methods <input type="checkbox"/> Yes <input type="checkbox"/> No	18. Agency Contact (person who can best answer questions regarding the content of this submission)  Name: _____ Phone: _____

## 19. Certification for Paperwork Reduction Act Submissions

On behalf of this Federal Agency, I certify that the collection of information encompassed by this request complies with 5 CFR 1320.9

**NOTE:** The text of 5 CFR 1320.9, and the related provisions of 5 CFR 1320.8(b)(3), appear at the end of the instructions. *The certification is to be made with reference to those regulatory provisions as set forth in the instructions.*

The following is a summary of the topics, regarding the proposed collection of information, that the certification covers:

- (a) It is necessary for the proper performance of agency functions;
- (b) It avoids unnecessary duplication;
- (c) It reduces burden on small entities;
- (d) It used plain, coherent, and unambiguous terminology that is understandable to respondents;
- (e) Its implementation will be consistent and compatible with current reporting and recordkeeping practices;
- (f) It indicates the retention period for recordkeeping requirements;
- (g) It informs respondents of the information called for under 5 CFR 1320.8(b)(3):
  - (i) Why the information is being collected;
  - (ii) Use of information;
  - (iii) Burden estimate;
  - (iv) Nature of response (voluntary, required for a benefit, mandatory);
  - (v) Nature and extent of confidentiality; and
  - (vi) Need to display currently valid OMB control number;
- (h) It was developed by an office that has planned and allocated resources for the efficient and effective management and use of the information to be collected (see note in Item 19 of instructions);
- (i) It uses effective and efficient statistical survey methodology; and
- (j) It makes appropriate use of information technology.

If you are unable to certify compliance with any of the provisions, identify the item below and explain the reason in Item 18 of the Supporting Statement.

Signature of Senior Official or designee

Date

Agency Certification (signature of Assistant Administrator, Deputy Assistant Administrator, Line Office Chief Information Officer, head of MB staff for L.O.s, or of the Director of a Program or StaffOffice)

Signature

Date

Signature of NOAA Clearance Officer

Signature

Date

**SUPPORTING STATEMENT  
NOAA SPACE-BASED DATA COLLECTION SYSTEM (DCS) AGREEMENTS  
OMB CONTROL NO. 0648-0157**

**A. JUSTIFICATION**

**1. Explain the circumstances that make the collection of information necessary.**

NOAA operates two space-based data collection systems: the Geostationary Operational Environmental Satellite Data Collection System (GOES DCS) and the Argos Data Collection System (Argos DCS) which is flown aboard NOAA's Polar-orbiting Operational Environmental Satellites (POES). Both the GOES DCS and the Argos DCS are operated to support environmental applications, e.g., meteorology, oceanography, hydrology, ecology, and remote sensing of Earth resources. In addition, the Argos DCS currently supports applications related to protection of the environment, e.g., hazardous material tracking, fishing vessel tracking for treaty enforcement, animal tracking, and oil and gas pipeline monitoring to prevent leakage. Presently, the majority of users of these systems are government agencies and researchers and, in fact, much of the data collected by both the GOES DCS and the Argos DCS are provided to the World Meteorological Organization via the Global Telecommunications System for inclusion in the World Weather Watch Program. Current loading on both of the systems does not use the entire capacity of that system, so NOAA is able to make its excess capacity available to other users who meet certain criteria (see #2 below). Accepted applicants use the NOAA DCS to collect environmental data and in limited cases, non-environmental data via the Argos DCS, to support other governmental and non-governmental research or operational requirements, such as for law enforcement purposes.

Regulations explain not only the policy for using the GOES DCS, but also how users may use the Argos DCS. These regulations ensure that the Government will not allow its space-based data collection systems to be used where there are commercial services available that fulfill users' requirements. The regulations contain the minimum information requirements necessary to determine if a user meets these criteria. NOAA enters into an agreement with accepted applicants and gives them access to the system.

**2. Explain how, by whom, how frequently, and for what purpose the information will be used. If the information collected will be disseminated to the public or used to support information that will be disseminated to the public, then explain how the collection complies with all applicable Information Quality Guidelines.**

Applications are made in response to the requirements in 15 CFR 911, and collection forms are used called system use agreements, SUAs (copies attached). The application information received is used to determine if the applicant meets the criteria for use of the system. The system use agreements contain the following information: (1) the period of time the agreement is valid and procedures for its termination, (2) the authorized use(s) of the DCS, and its priorities for use, (3) the extent of the availability of commercial services which met the user's requirements and

the reasons for choosing the government system, (4) any applicable government interest in the data, (5) required equipment standards, (6) standards of operation, (7) conformance with applicable ITU and FCC agreements and regulations, (8) reporting time and frequencies, (9) data formats, (10) data delivery systems and schedules and (11) user-borne costs.

For both systems an important prerequisite in reviewing applications for use is that there are no commercial space-based services available which meet the users' requirements in terms of satellite coverage, accuracy, data throughput, platform power consumption, size and weight, platform compatibility, service continuity and reliability. The GOES DCS can only be used for environmental purposes and the user needs to be a government agency or sponsored by one for use, while the Argos DCS can be used for environmental and some very limited non-environmental purposes. The non-environmental use of the Argos system is primarily authorized for government users, for such applications as humanitarian cargo tracking, law enforcement, or national security purposes. Non-governmental, environmental use of the Argos system has added a prerequisite that there is a government interest in the collection of the data. This prerequisite is similar, but not the same, as the current GOES DCS sponsorship requirement. Moreover, only government and non-profit users may be allowed to use the Argos DCS for non-environmental uses, except in cases where there is a significant possibility of the loss of life. However, at no time will non-environmental use of the Argos DCS exceed five percent of the system's total use. These criteria are necessary because neither system is intended to compete with private sector services. Details concerning the use of the data are also necessary to rank system use.

A standard part of the system use agreement with accepted applicants is that the user must provide free and open access to the data by U.S. Government agencies.

The GOES DCS is managed solely by NOAA, as a result, the collection of information required is greater than for the Argos DCS, which is managed cooperatively with the Centre National d'Etudes Spatiales (CNES), the French Government space agency. As a result of the cooperative nature of the Argos DCS, CNES handles more of the daily administration of the system, and thus NOAA does not require the same information from users of the Argos DCS that it requires from users of the GOES DCS.

Both DCS systems fall under NOAA Information Quality Guidelines as Corporate or General information submissions. The DCS SUAs are presented in a clear, complete, and unbiased manner, and in a context that enhances usability to the intended audience. The SUA maintain the level of Utility, Integrity and Objectivity specified in the NOAA and OMB policies. The sources of the disseminated information are identified to the extent possible, consistent with confidentiality, privacy, and security considerations and protections, and taking into account timely presentation, and the importance of the information, balanced against the resources required the time available, and the regulatory responsibility of the program management.

**3. Describe whether, and to what extent, the collection of information involves the use of automated, electronic, mechanical, or other technological techniques or other forms of information technology.**

System use agreements are available from a Web site, and can be e-mailed, or faxed in. An automated electronic submission system for ingesting use requests is in development.

**4. Describe efforts to identify duplication.**

The information collected relates to a unique benefit and no duplication has been identified.

**5. If the collection of information involves small businesses or other small entities, describe the methods used to minimize burden.**

While small businesses may be respondents, the collection would not have any significant impact upon them and the information requested is the minimum needed to make the necessary determinations.

**6. Describe the consequences to the Federal program or policy activities if the collection is not conducted or is conducted less frequently.**

If the collection was not conducted, NOAA could not allow potential users access to the system, which would be to the detriment of those potential users and the government agency using their data or services. The term of system use agreements for use of the GOES DCS is five years; for use of the Argos DCS the term is three years. These terms are necessary to ensure that users will periodically canvass the marketplace to determine whether commercial services have developed the capabilities to meet their requirements.

**7. Explain any special circumstances that require the collection to be conducted in a manner inconsistent with OMB guidelines.**

The collection is consistent with the OMB guidelines.

**8. Provide a copy of the PRA Federal Register notice that solicited public comments on the information collection prior to this submission. Summarize the public comments received in response to that notice and describe the actions taken by the agency in response to those comments. Describe the efforts to consult with persons outside the agency to obtain their views on the availability of data, frequency of collection, the clarity of instructions and recordkeeping, disclosure, or reporting format (if any), and on the data elements to be recorded, disclosed, or reported.**

A Federal Register Notice (copy attached) solicited public comment on this collection. None was received. The program managers for the GOES and Argos DCS consult with users at conferences held annually at a minimum and usually more frequently

**9. Explain any decisions to provide payments or gifts to respondents, other than remuneration of contractors or grantees.**

No payments or gifts are made to respondents.

**10. Describe any assurance of confidentiality provided to respondents and the basis for assurance in statute, regulation, or agency policy.**

No confidentiality is promised or provided.

**11. Provide additional justification for any questions of a sensitive nature, such as sexual behavior and attitudes, religious beliefs, and other matters that are commonly considered private.**

No sensitive questions are asked.

**12. Provide an estimate in hours of the burden of the collection of information.**

The estimated burden for the NOAA DCS is calculated as follows:

	Total	GOES	Argos
Number of respondents .....	390	25	365
Number of responses per respondent.....	1	1	1
Total annual responses.....	390	25	365
Hours per response.....	1.13	3	1
Total annual burden hours for collection.....	440	75	365

Estimating respondent time at \$40 an hour, respondent costs would be \$17,600.

**13. Provide an estimate of the total annual cost burden to the respondents or record-keepers resulting from the collection (excluding the value of the burden hours in #12 above).**

The estimated operational costs in responding to this information collection to account for copying and mailing is \$488.

**14. Provide estimates of annualized cost to the Federal government.**

The annual cost to the Federal Government to process the information obtained is estimated at \$1,000.

**15. Explain the reasons for any program changes or adjustments reported in Items 13 or 14 of the OMB 83-I.**

No program changes or adjustments were made to the burden hours or costs



**16. For collections whose results will be published, outline the plans for tabulation and publication.**

The results of the collection will not be published.

**17. If seeking approval to not display the expiration date for OMB approval of the information collection, explain the reasons why display would be inappropriate.**

See answer 18 below.

**18. Explain each exception to the certification statement identified in Item 19 of the OMB 83-I.**

NOAA requests an exemption from displaying the OMB control number and expiration data on the Argos DCS System Use Agreement itself, and to include it on an insert that contains the other PRA information. The Argos DCS is operated through a cooperative program between the United States and France. The French have requested that the PRA guidance be less conspicuous on the form.

**B. COLLECTIONS OF INFORMATION EMPLOYING STATISTICAL METHODS**

This collection does not employ statistical methods.



## 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: \_\_\_\_\_



**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:***

***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:**

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c. **Anticipated time frame for data collection:**

**Start:** \_\_\_\_\_ **End:** \_\_\_\_\_

**3. Platform information:**

a. **Platform types to be used:**

**Check all that apply:**

**Interrogated (I) [ ]**

**Self-timed (S) [ ]**

**Random (R) [ ]**

**Self-timed and Random (S/R) [ ]**

**Self-timed and Interrogate (S/I) [ ]**

**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., 20 Interrogate in April 1995, 10 Self-timed in March, 2000, etc...)*

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**e. General Location of Platform by generic type:**  
*(If needed attach separate sheet with additional information about each platform in the following format.)*

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

*(Note: Latitudes and Longitudes must be entered into database by the user.)*

**#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) [    ]

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**If one hour is selected, please supply a justification relating to your program needs:**

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- h. Desired platform baud rate:**

100 baud [    ] (Only for existing transmitters, no new assignments)  
300 baud [    ]  
1200 baud [    ] (Only with prior approval from Manager)

- 4. Anticipated data delivery method:**

**Check one:**

**DOMSAT:** [    ]  
**Dial-in to Wallops CDA, baud rate:** [    ]  
(300, 1200, 2400, 9600, 14.4)  
**Internet Connection to Wallops CDA** [    ]



***Direct Readout Ground System (DRGS):*** [  ]

***Dedicated Circuit:*** [  ]

***Commercial Service (specify which one):*** [  ]

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***Other (please explain):*** [  ]

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## **I Background**

*The GOES Data Collection System (GOES DCS) is operated by the United States' National Oceanic and Atmospheric Administration (NOAA). The GOES DCS is managed by NOAA's Office of Satellite Data Processing and Distribution (OSDPD). 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 Automated Processing System (DAPS) 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 those data through communication 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 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 use of the GOES DCS.*

### **2. Definitions**

*For purposes of this agreement and policy:*

*(a) Approving authority means NOAA, which is represented by the Director, Office of Satellite Data Processing and Distribution for the GOES DCS.*

*(b) Assistant Administrator means the Assistant Administrator for Satellite and Information Services, NOAA, or his/her designee.*

*(c) Environmental data means environmental measurement data for the purpose of using the GOES DCS.*

*(d) Environmental measurement data means data that relate 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 these data, for education and/or scientific, non-commercial purposes.*

*(h) Operational use means the use of data in a situation where the utility of the data are 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 acquisition of data would jeopardize the project.*

*(i) Platform compatibility means the compatibility of the platform with the space segment of the system, and includes elements such as message length and composition, signal strength, and transmission protocol (e.g., continuous versus event drive).*

*(j) Testing use means the use of the GOES DCS 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.*

*(k) User means the entity and/or organization which owns or operates user platforms for the purpose of collecting and transmitting data through the GOES DCS.*

*(l) 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 are referred to as data collection platforms (DCP).*

*(m) User requirement means the requirement expressed and explained in the 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 services available that 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) and (3) of this section, GOES DCS shall only be used for the collection of environmental data by governmental and/or non-profit users.*

*(2) Non-governmental, 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) 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 GOES DCS capacity limitations require that priority determinations be made, applicants will be admitted to use the GOES system 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) Testing users of the system 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 GOES DCS, each user must have an agreement with the approving authority*

*b) These agreements will address, but may not be limited to, the following matters:*

*(1) The period of time the agreement is valid and procedures for its termination,*

*(2) The authorized use(s), and its priorities for use,*

*(3) 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,*

*(4) Any applicable government interest in the data,*

*(5) Required equipment standards,*

*(6) Standards of operation,*

*(7) Conformance with applicable ITU and national agency radio frequency agreements and regulations,*

*(8) Reporting time and frequencies,*

*(9) Data formats,*

*(10) Data delivery systems and schedules, and*

*(11) User-borne costs.*

*c) The Approving Authority shall evaluate user requests and conclude agreements for use of the GOES DCS.*

*d) The period of agreements for use of the GOES DCS shall be as follows:*

*(1) Agreements for the collection of environmental data, by the GOES DCS, shall be valid for 5 years from the date of initial in-situ deployment of the platforms, and may be renewed for additional 5-year periods.*

*(2) Agreements for the testing use of the GOES DCS by equipment manufacturers shall be valid for 1 year from the date of initial testing, and may be renewed for additional 1-year periods.*

#### **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 Specific Responsibilities of the User**

*The User shall:*

- a) Notify the Operator, within a reasonable time, of any changes to the program.*
- 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 upon request.*
- c) Obtain authorization from the appropriate national authorities to transmit on the frequency specified in the user assignments.*
- d) Comply with all applicable laws and regulations, and the terms and conditions for operation of the system which have been agreed to by the Approving Authority (and which shall be available upon request).*
- e) Maintain current information in the DAPS data bases 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 the system specifications; malfunctioning in a manner that interferes with the other platforms or with general system operations, or are in a program which has been terminated.*

### **V Specific Responsibilities of Operator**

*The Operator shall:*

- a) Oversee the collection, processing, and transmission of GOES data.*
- b) Notify the User of changes to the established operational plan. Notification will normally be prior to initiation of such changes, except when sudden abnormal spacecraft or operational conditions preclude such 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 system specifications or is malfunctioning in a manner that interferes with the other platforms or with general system operation; and require the user to make every reasonable effort to deactivate or correct such a platform.*

### **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 non-availability of the DCS.*

- b) The Operator can not guarantee the timeliness of data dissemination, the accuracy of the data provided or their suitability for any application whatsoever, 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 third parties, and insofar as such damage arises out of the use of the equipment, the Operator shall not be liable.*
- d) The User agrees not to make any claim or bring any action against the Operators, or any of their employees or agents and the user agrees to indemnify and hold each such entity and individual harmless against any such claim or action brought by any third party and any award of damages, loss, or other expense incurred in connection therewith (including attorneys' fees) where such claim or action is based, directly or indirectly in whole or in part on the use of the GOES System. 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 System Use Agreement may request amendments by letter to the signatories of this System Use Agreement and such amendments will take effect upon the consent of all parties.*
- 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 the 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 Approving Authority .*

***Policies and Procedures Regarding Use of the 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 its 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 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 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 Direct Services Division (E/SP3), Room 3320, FB-4, NOAA, 5200 Auth Road, Suitland, MD, 20746-4304.***

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

***Return to:***

**GOES DCS SUA Processing Unit  
Direct Services Division  
E/SP3, Room 3320, FB-4,  
NOAA, 5200 Auth Road,  
Suitland, MD, 20746-4304.**

**Tel: 301-457-5681 Fax: 301-457-5626 - Email: [goes.dcs@noaa.gov](mailto:goes.dcs@noaa.gov)**



# Argos System Use Agreement

## Accord d'utilisation du système Argos

In order to use the Argos data collection system (Argos DCS) you must complete the System Use Agreement and sign it. After reviewing the completed agreement, the Argos Operations Committee co-chairs will sign and approve the agreement, as appropriate. The agreement will go into effect at the time of initial deployment of the platforms. The policies governing the use of the Argos DCS are printed on pages 5 to 8.

Pour utiliser le système de localisation et de collecte de données Argos (système Argos), vous devez compléter et signer l'accord d'utilisation du système. Après examen de l'accord, les co-présidents du Comité des opérations le signeront et l'approuveront en conséquence. Cet accord prendra effet à la date de première mise en service des plates-formes. Les règles d'utilisation du système Argos sont données dans les pages 5 à 8.

> **Name of the program / Nom du programme** .....

> **Program administrator (user) / Responsable du programme (utilisateur)**

Last name / Nom .....

First name / Prénom .....

Organization / Organisme .....

Department / Service .....

Mailing Address / Adresse postale .....

City / Ville .....

State/Province / Département .....

ZIP Code / Code postal ..... Country / Pays .....

Telephone ..... E-mail ..... Fax .....

User's signature / Signature de l'utilisateur ..... Date .....

The user certifies that he/she has read and understands the policies governing the use of the Argos DCS and hereby undertakes to follow them. The user also certifies that, to the best of his/her knowledge, there are no commercial space-based services that meet the user's requirements.

L'utilisateur certifie avoir lu et compris les règles d'utilisation du système Argos et s'engage à les respecter. L'utilisateur certifie également, qu'à sa connaissance, il n'y a pas de services satellitaires commerciaux répondant à ses besoins.

**For Operations Committee use only**

**Cadre réservé au Comité des opérations**

This agreement is approved and shall remain in force for up to ..... months from ..... (planned date of deployment)  
 Cet accord d'utilisation est approuvé et valide pour une période de ..... mois à compter du ..... (date prévue de déploiement)

This agreement is not approved / Cet accord d'utilisation n'est pas approuvé  
 Comments / Observations .....

Date .....  
 Argos Operations Committee  
 Co-Chair

Date .....  
 Comité des opérations Argos  
 Le Coprésident

Category / Catégorie    NEW    RENEW    E/G    E/NG/GI    NE/G    NE/NP/GI    NE/LL





**> User requirements**

Please describe your requirements for use of the Argos System in terms of satellite coverage, accuracy, data throughput time, transmitter power consumption, size and weight, service continuity and reliability, platform compatibility, system access mode, and for governmental entities, cost-effectiveness.

Note: it is the individual agency that determines what is cost-effective for their particular agency.

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Polar coverage (> 60° lat.)<br>Couverture polaire (> 60° lat.)                | <input type="checkbox"/> Global coverage<br>Couverture mondiale  | <input type="checkbox"/> Location accuracy<br>Précision de localisation                                   |
| <input type="checkbox"/> Data throughput time<br>Temps d'accès aux données                             | <input type="checkbox"/> Low transmitter power (< 1 watt)<br>Faible puissance d'émission (< 1 watt)                          | <input type="checkbox"/> Transmitter small size and light weight<br>Poids et taille réduits de l'émetteur |
| <input type="checkbox"/> Service continuity and reliability<br>Fiabilité et pérennité du service       | <input type="checkbox"/> Platform compatibility<br>Compatibilité des plates-formes   | <input type="checkbox"/> System access<br>Accès au système  |
| <input type="checkbox"/> Test and evaluation (manufacturer only)<br>Test et évaluation (constructeurs) | <input type="checkbox"/> Cost effectiveness (government users only)<br>Optimisation des coûts (utilisateurs gouvernementaux) |   |
| <input type="checkbox"/> Other / Autre .....   |  |   |

**> Besoins de l'utilisateur**

Veillez décrire vos besoins d'utilisation du système Argos en ce qui concerne la couverture satellitaire, la précision de localisation et le temps d'accès aux données, la taille, le poids et la consommation de l'émetteur, la continuité et la fiabilité du service, la compatibilité des plates-formes, les modes d'accès au système et pour les entités gouvernementales, l'optimisation des coûts.

Note : chaque agence détermine ses propres critères d'évaluation des coûts.

**> This agreement is an / Cet accord d'utilisation concerne un (check all that apply / cochez ce qui convient)**

- |   |  |
|---|--|
| <input type="checkbox"/> Initial agreement<br>Nouveau programme | <input type="checkbox"/> Renewal agreement of program number<br>Renouvellement du programme N° ..... |
|---|--|

**> The organization which will operate this program is a / L'organisme qui exploitera ce programme est un**

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Government user<br>Utilisateur gouvernemental | <input type="checkbox"/> Non-profit user<br>Utilisateur à but non lucratif | <input type="checkbox"/> Non-government user<br>Utilisateur non gouvernemental |
|--|--|--|

**> If the user is a government agency's contractor or grantee, please give agency name and contract or grant number**

Si l'utilisateur est sous-traitant ou subventionné par une agence gouvernementale, précisez laquelle et donnez les références du contrat ou de la subvention

.....  
.....

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 Argos 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.

« Utilisateur gouvernemental » signifie agence des organisations internationales gouvernementales, d'un gouvernement national ou subdivision quelconque de ceux-ci, contractant ou bénéficiaire de subvention tant que les données collectées par le système Argos sont utilisées pour remplir leurs obligations contractuelles et dans le cas d'une subvention, pour servir les objectifs du projet subventionné.

**> If a non-profit user / Si utilisateur à but non lucratif**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Educational organization<br>Organisme de formation | <input type="checkbox"/> Research organization<br>Organisme de recherche | <input type="checkbox"/> Charitable organization<br>Organisme caritatif |
| <input type="checkbox"/> Other / Autre .....                                |  |   |

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, non-commercial purposes.

« Utilisateur à but non lucratif » signifie une organisation non-gouvernementale de formation, de recherche ou autre qui utilise les données à des fins scientifiques ou éducatives non-commerciales.

> **If not a government user, is there a government interest in the collection and receipt/use of the data?**

Si l'utilisateur n'est pas gouvernemental, y'a-t-il un intérêt gouvernemental dans la collecte ou l'utilisation des données ?

Yes (please explain) / Oui (merci de préciser)

No / Non

.....  
Please state government entity / Précisez le nom de l'entité gouvernementale  
.....

*Government interest means that the use is determined in advance to be of interest to a governmental entity of France, the United States, or, once Nasda and EUMETSAT become Argos participating agencies, Japan or the EUMETSAT member states.*

« Intérêt gouvernemental » signifie que l'utilisation présente par avance de l'intérêt pour une ou plusieurs entités gouvernementales des États-Unis, de France ou du Japon ou d'un pays membre d'EUMETSAT, lorsque Nasda et EUMETSAT deviendront agences participant à Argos.

> **The purpose for which this program will be operated is / L'objectif de ce programme est**

Environmental  
Environnemental

Non-environmental  
Non environnemental

*Environmental use means the use of the Argos DCS for the collection of environmental data that: 1) relate to the characteristics of the Earth and its natural phenomena by helping to better understand, evaluate or monitor its natural resources; or 2) relate to the characteristics of the Earth and its environment (including its ecosystems and the species which inhabit them) by helping to protect against any unreasonable adverse effects thereto (section II.2.j).*

« Utilisation environnementale » signifie l'utilisation du système Argos pour la collecte de données d'environnement qui : 1) se rapportent aux caractéristiques de la Terre et à ses phénomènes naturels en aidant à mieux comprendre, évaluer et surveiller ses ressources naturelles; ou 2) se rapportent aux caractéristiques de la Terre et à son environnement (incluant ses écosystèmes et les espèces qui les habitent) en aidant à les protéger contre toutes les atteintes injustifiées (section II.2.j).

> **If applying for episodic use, is there a significant possibility for the loss of life?**

Pour une utilisation épisodique, y a-t-il un risque significatif de perte de vie ?

Yes / Oui

No / Non

*Episodic use means the use of the Argos DCS for short events where there is a significant possibility of loss of life, such as for polar expeditions or scientific campaigns into remote areas.*

« Utilisation épisodique » signifie l'utilisation du système Argos pour des événements de courte durée avec un risque significatif de perte de vie humaine, tels que les expéditions polaires ou les campagnes scientifiques en régions isolées.

> **Planned initial deployment date of the platforms**

Date prévue de première mise en service des plates-formes

..... [M/Y]

> **Planned duration of the program in months**

Durée prévue du programme en mois

.....

*Note that initial agreements will be approved in accordance with section II 4.*

Les accords d'utilisation seront approuvés pour des durées en accord avec ce qui est mentionné en section II 4.

> **Planned number of platforms in the program**

Nombre prévu de plates-formes dans le programme

.....

**Return to / Renvoyer à**

**CLS**

8-10, rue Hermès, Parc technologique du Canal  
31526 Ramonville Cedex, France  
Tel. +33 (0)5 61 39 47 20 - Fax +33 (0)5 61 75 10 14  
E-mail: info@cls.fr

**All North American users**

are requested to send their agreement to:  
**Service Argos, Inc.**  
1801 McCormick Drive, Suite 10 Largo, MD 20774 - USA  
Tel. (1) 301 925 4411 - Fax (1) 301 925 8995  
E-mail: useroffice@argosinc.com

## I Background

The Argos Data Collection System (Argos DCS) is operated through a cooperative program between the United States' National Oceanic and Atmospheric Administration (NOAA) and France's Centre National d'Etudes Spatiales (CNES). The Argos DCS is managed by NOAA and CNES jointly through the Argos Operations Committee. The system consists of: instruments provided by CNES, which are flown aboard NOAA polar-orbiting satellites; user supplied platform transmitter terminals (PTTs); and global data processing centers. Argos instruments are also scheduled to fly on Japanese and European polar-orbiting satellites, when the system on these satellites are operational, NASDA and EUMETSAT, respectively, will become members of the Argos Operations Committee as well.

NOAA is authorized to enter this agreement under the authority granted to it in 15 USC 313 and 49 USC 44720.

CNES is authorized to enter this agreement under the authority granted to it by Act 61-1382 of 19 December 1961.

## II Argos 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 Argos DCS either directly or through an affiliate or subsidiary.

b) These policies apply to all existing Argos DCS users as well as all future agreements for use of the Argos DCS.

### 2. Definitions

For purposes of this agreement and policy:

a) Approving Authority means the Argos participating agencies, via the Argos Operations Committee.

b) Argos DCS means the system which collects data from fixed and moving platforms and provides platform location data. This system consists of platforms, the Argos French instrument on the Polar-orbiting Operational Environmental Satellites (POES) and planned to fly aboard the Adeos 2 Japanese spacecraft and the EUMETSAT METOP spacecraft; a ground processing system; and telemetry ground stations.

c) Argos participating agencies means those agencies that participate in the management of the Argos DCS; currently this includes NOAA and CNES, but it will also include the National Space Development Agency (NASDA) of Japan and the European Organization for the Exploitation of Meteorological Satellites (EUMETSAT) once the Argos instruments commence operations from their satellites systems.

d) Environmental data means environmental measurement and environmental protection data.

e) Environmental measurement data means data that relate to the characteristics of the Earth and its natural phenomena by helping to better understand, evaluate, or monitor its natural resources.

f) Environmental protection data means data that relate to the characteristics of the Earth and its environment (including its ecosystems and the species which inhabit them) by helping to protect against any unreasonable adverse effects thereto.

g) Environmental Use means the use of the Argos DCS for the collection of environmental data.

h) Episodic use means the use of the Argos 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.

i) Government interest means that the use is determined in advance to be of interest to one or more governmental entities of the United States, France or, once NASDA and EUMETSAT become Argos participating agencies, Japan or a EUMETSAT member state.

j) 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 Argos 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.

k) 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, non-commercial purposes.

l) Operational use means the use of data in a situation where the utility of the data

## I Préambule

Le système de localisation et de collecte de données Argos (système Argos ou Argos DCS) est exploité au sein d'une coopération franco-américaine entre la NOAA (National Oceanic and Atmospheric Administration) et le CNES (Centre National d'Études Spatiales). Le système Argos est géré par le Comité des opérations Argos et il est composé d'équipements fournis par le CNES et embarqués sur les satellites en orbite polaire de la NOAA, des plates-formes fournies par les utilisateurs et équipées d'émetteurs et de centres de traitement globaux. Il est aussi prévu d'embarquer les équipements Argos sur les satellites japonais et européens en orbite polaire. Lorsque le système sera opérationnel sur ces satellites, la NASDA et EUMETSAT deviendront membres du Comité des opérations Argos.

La NOAA est autorisée à signer cet accord en vertu des pouvoirs qui lui ont été conférés par les documents 15 USC 313 et 49 USC 44720.

Le CNES est autorisé à signer cet accord en vertu des pouvoirs qui lui ont été conférés lors de sa création par le décret 61-1382 du 19 décembre 1961.

## II Règles d'utilisation du système Argos

### 1. Objet

a) Ces règles s'appliquent à toute personne qui exploite ou se propose d'exploiter, soit directement soit par l'intermédiaire d'une filiale ou d'un ayant droit, des plates-formes de collecte de données compatibles avec le système Argos.

b) Ces règles sont applicables aux utilisateurs actuels du système ainsi qu'à toutes les demandes futures d'utilisation du système Argos.

### 2. Définitions

Dans le cadre de cet accord et des règles le concernant :

a) « Autorité d'approbation » signifie les agences participant à Argos, via le Comité des opérations ;

b) « Système Argos » signifie le système qui collecte des données de plates-formes fixes ou mobiles et fournit des localisations. Ce système est composé de plates-formes, des équipements français Argos à bord des satellites américains POES (Polar-orbiting Operational Environmental Satellites) et programmés sur les satellites japonais Adeos 2 et européens METOP, d'un segment sol de traitement, et de stations sol de télémétrie ;

c) « Agences participant à Argos » signifie les agences qui participent à la gestion du système Argos ; actuellement ceci inclut la NOAA et le CNES mais sera élargi à la NASDA (National Space Development Agency) du Japon et à EUMETSAT (European Organization for the Exploitation of Meteorological Satellites) dès que les équipements Argos seront opérationnels à bord de leurs satellites ;

d) « Données d'environnement » signifie données de mesure de l'environnement ou données de protection de l'environnement ;

e) « Données de mesure de l'environnement » signifie données qui se rapportent aux caractéristiques de la Terre et à ses phénomènes naturels en aidant à mieux comprendre, évaluer et surveiller ses ressources naturelles ;

f) « Données de protection de l'environnement » signifie données qui se rapportent aux caractéristiques de la Terre et à son environnement (incluant ses écosystèmes et les espèces qui les habitent) en aidant à les protéger contre toutes les atteintes injustifiées ;

g) « Utilisation environnementale » signifie l'utilisation du système Argos pour la collecte de données d'environnement ;

h) « Utilisation épisodique » signifie l'utilisation du système Argos pour des événements de courte durée avec un risque significatif de perte de vie humaine, tels que les expéditions polaires ou les campagnes scientifiques en régions isolées ;

i) « Intérêt gouvernemental » signifie que l'utilisation présente par avance de l'intérêt pour une ou plusieurs entités gouvernementales des États-Unis, de la France ou du Japon ou d'un pays membre d'EUMETSAT lorsque NASDA et EUMETSAT deviendront agences participant au système Argos ;

j) « Utilisateur gouvernemental » signifie agence des organisations internationales gouvernementales, d'un gouvernement national ou subdivision quelconque de ceux-ci, contractant ou bénéficiaire de subvention tant que les données collectées par le système Argos sont utilisées pour remplir leurs obligations contractuelles et dans le cas d'une subvention, pour servir les objectifs du projet subventionné ;

k) « Utilisateur à but non lucratif » signifie une organisation non-gouvernementale de formation, de recherche ou autre qui utilise les données à des fins scientifiques ou éducatives non-commerciales ;

l) « Utilisation opérationnelle » signifie l'utilisation de données dans une situation où l'utilité des données est considérablement réduite si elles ne sont pas collectées

are 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 acquisition of data would jeopardize the project.

m) Operator means the Argos Operation Committee members elected to represent participating agencies for Argos users.

n) Platform compatibility means the compatibility of the platform with the space segment of the system, and includes elements such as message length and composition, signal strength, and transmission protocol (e.g., continuous versus event driven).

o) Testing use means the use of the Argos DCS by manufacturers of platforms for use in conjunction with the Argos DCS, for the limited purpose of testing and certifying the compatibility of new platforms with the technical requirements of the Argos DCS.

p) User means the entity and/or organization which owns or operates user platforms for the purpose of collecting and transmitting data through the Argos DCS.

q) 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 Argos DCS. Those devices which are used in conjunction with the Argos DCS are referred to as platform transmitter terminals (PTTs).

r) User requirement means the requirement expressed and explained in the System Use Agreement.

### 3. Use of Argos Data Collection System

a) Use of the Argos 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 Argos DCS will only be authorized where it is determined that there are no commercial space-based services available that 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), (4), and (5) of this section, Argos DCS shall only be used for the collection of environmental data by governmental and/or non-profit users.

(2) Non-governmental, environmental use of the Argos 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 Argos DCS is only authorized for government use and non-profit users where there is a government interest. Non-environmental use of the system shall not exceed five percent of the system's total use.

(4) Episodic use of the Argos DCS may also be authorized in specific instances when there is a significant possibility for loss of life. Such use shall be closely monitored.

(5) Testing use of the Argos DCS will only be authorized for manufacturers of Argos DCS platforms, that require access to the system in order to test and certify prototype and production models.

d) In the event that Argos DCS capacity limitations require that priority determinations be made, priority will be given to those platforms that provide environmental data of broad international interest, especially of an operational nature, and to those requiring the unique capabilities of the Argos DCS, such as platform location or polar coverage.

### 4. Argos Data Collection System Use Agreements

a) In order to use the Argos DCS, each user must have an agreement with the approving authority for that system.

b) These agreements will address, but may not be limited to, the following matters:

(1) The period of time the agreement is valid and procedures for its termination,

(2) The authorized use(s), and its priorities for use,

(3) 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 Argos DCS,

(4) Any applicable government interest in the data,

(5) Required equipment standards,

(6) Standards of operation,

(7) Conformance with applicable ITU and national agency radio frequency agreements and regulations,

(8) Reporting time and frequencies,

ou distribuées dans un créneau de temps spécifique. Ceci inclut les situations où un travail de préparation important est déjà réalisé et où un retard dans l'acquisition des données rendrait le projet caduc;

m) « Opérateur » signifie les membres du Comité des opérations Argos désignés pour représenter les agences participant à Argos auprès des utilisateurs;

n) « Compatibilité des plates-formes » signifie la compatibilité des plates-formes avec le segment spatial du système et inclut des éléments tels que la longueur et la composition du message, puissance du signal, stratégie d'émission (par exemple permanente ou sur événements);

o) « Utilisation en test » signifie l'utilisation du système Argos par des constructeurs de plates-formes afin de tester ou de certifier la compatibilité de nouvelles plates-formes avec les exigences techniques du système Argos;

p) « Utilisateur » signifie l'entité et/ou l'organisation qui possède ou exploite des plates-formes d'utilisateur afin de collecter et de transmettre des données via le système Argos;

q) « Plates-formes d'utilisateur » signifie les équipements conçus en accord avec les spécifications validées et signées par l'autorité d'approbation, utilisées pour la collecte de données in situ et leur transmission par le système Argos. Il est fait référence à ces équipements comme PTTs (*Platform Transmitter Terminals*);

r) « Besoin de l'utilisateur » signifie un besoin exprimé et expliqué dans l'accord d'utilisation du système.

### 3. Utilisation du système Argos

a) L'utilisation du système Argos sera seulement autorisée en accord avec les conditions et les besoins exposés dans les paragraphes (b), (c), et (d) de cette section.

b) (1) L'utilisation du système Argos sera autorisée seulement lorsqu'il est établi qu'il n'y a pas de systèmes spatiaux à caractère commercial disponibles et qui permettent de satisfaire les besoins des utilisateurs.

(2) Pour établir ce fait, on doit se baser sur des facteurs tels que la couverture satellitaire, la précision de localisation, les délais de distribution, le poids, la taille et la consommation électrique des plates-formes, la fiabilité et la pérennité du service, la compatibilité des plates-formes, le mode d'accès au système, et, dans le cas des utilisateurs gouvernementaux, le coût.

c) (1) Sauf dans les cas prévus aux paragraphes (2), (3), (4) et (5) de cette section, le système Argos sera seulement utilisé pour la collecte de données d'environnement par des utilisateurs gouvernementaux et/ou à but non lucratif.

(2) L'utilisation environnementale non-gouvernementale du système Argos est seulement autorisée lorsqu'il y a un intérêt gouvernemental dans la collecte et/ou la réception des données.

(3) Sauf dans les cas prévus au paragraphe (c) (4) de cette section, l'utilisation non-environnementale du système Argos est seulement autorisée aux utilisateurs gouvernementaux et aux utilisateurs à but non lucratif lorsqu'il y a intérêt gouvernemental. L'utilisation non-environnementale du système ne dépassera pas cinq pour cent de l'utilisation totale du système.

(4) L'utilisation épisodique du système Argos peut aussi être autorisée dans des cas spécifiques lorsqu'il y a un risque significatif de perte de vie. De telles utilisations seront étroitement surveillées.

(5) L'utilisation en test du système Argos sera seulement autorisée aux constructeurs de plates-formes qui nécessitent un accès au système pour tester et certifier des prototypes et des modèles de production.

d) Dans le cas où des limitations de capacité du système Argos exigeraient que des priorités soient définies, la priorité sera donnée aux plates-formes qui fournissent des données d'environnement d'un large intérêt international et à celles nécessitant les capacités uniques du système Argos, telles que la localisation des plates-formes ou la couverture des régions polaires.

### 4. Accords d'utilisation du système Argos

a) Avant d'utiliser le système Argos, chaque utilisateur doit avoir conclu un accord avec l'autorité d'approbation pour ce système.

b) L'accord concernera mais ne se limitera pas aux sujets suivants :

(1) la durée de validité de l'accord et les procédures pour y mettre fin,

(2) les applications autorisées et leurs priorités d'utilisation,

(3) l'étendue de la disponibilité des services spatiaux à caractère commercial qui dépendent aux besoins de l'utilisateur et les raisons rendant nécessaire l'utilisation du système Argos,



- (9) Data formats,
- (10) Data delivery systems and schedules, and
- (11) User-borne costs.
- c) The Approving Authority shall evaluate user requests and conclude agreements for use of the Argos DCS.
- d) (1) Agreements for the collection, via the Argos DCS, of environmental data by government agencies or non-profit institutions shall be valid for 3 years from the date of initial in-situ deployment of the platforms, and may be renewed for additional 3-year periods.
- (2) Agreements for the collection of environmental data, via the Argos DCS, by non-government users shall be valid for 1 year from the date of initial in-situ deployment of the platforms, and may be renewed for additional 1-year periods, but only for so long as there exists a governmental interest in the receipt of these data.
- (3) Agreements for the collection of non-environmental data, via the Argos DCS, by government agencies, or non-profit institutions where there is a government interest, shall be valid for 1 year from the date of initial in-situ deployment of the platforms, and may be renewed for additional 1-year periods.
- (4) Agreements for the episodic collection of non-environmental data, via the Argos DCS, shall be of short, finite duration not to exceed 1 year without exception, and usually shall not exceed 6 months. These agreements shall be closely monitored and shall not be renewed.
- (5) Agreements for the testing use of the Argos DCS by equipment manufacturers shall be valid for 1 year from the date of initial testing, and may be renewed for additional 1-year periods.

## 5. Treatment of Data

- a) All Argos DCS users must agree to permit Argos participating agencies, and their governments' agencies the full, open and timely use of data collected from their platforms; this may include the international distribution of environmental data under the auspices of the World Meteorological Organization.
- b) Raw data in the Argos space segment is open and accessible. Accessibility of Argos processed data in the ground segment is handled according to the users specifications, subject to the provision stated above in section 5a.

## 6. Technical requirements

- a) All platform operators of the Argos 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 center.

## III Understandings

- a) The Argos Operations Committee 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) PTTs which the user plans to implement as part of the Argos DCS are subject to type-certification by the operator before deployment. However, such certification does not imply any judgment or endorsement as to the PTT's performance.

## IV Specific Responsibilities of the User

The user shall:

- a) Notify the Operator, within a reasonable time, of any changes to the program.
- b) Obtain and utilize PTTs manufactured and type-certified in accordance with the specifications and rules stipulated in the "Argos Platform Transmitter Terminal General Specifications and Certification" document available from the operator upon request.
- c) Obtain authorization from the appropriate national authorities to transmit on the frequency specified in the "General Specifications and Certification" document.
- d) Comply with all applicable laws and regulations, and the terms and conditions for operation of the system which have been agreed to by the Argos participating agencies (and which shall be available upon request).
- e) Provide periodic reports, upon request by the operator, on the uses of location and sensor data.
- f) Make all reasonable efforts to deactivate platforms which are either performing

- (4) tout intérêt gouvernemental possible dans les données,
- (5) les spécifications applicables aux équipements,
- (6) les procédures opérationnelles,
- (7) la conformité aux réglementations et accords d'utilisation des fréquences émis par l'UIT et les agences de régulation nationales,
- (8) la fréquence et la date des rapports périodiques,
- (9) les formats des données,
- (10) les systèmes et la programmation de distribution des données, et
- (11) les coûts supportés par l'utilisateur.

- c) L'autorité d'approbation évaluera les besoins de l'utilisateur et conclura les accords d'utilisation du système Argos.
- d) (1) Les accords d'utilisation pour la collecte, via le système Argos, de données d'environnement par des agences gouvernementales ou des institutions à but non lucratif seront valides trois ans à partir de la date initiale de déploiement sur site des plates-formes, et pourront être renouvelés pour des périodes additionnelles de trois ans.
- (2) Les accords d'utilisation pour la collecte, via le système Argos, de données d'environnement par des utilisateurs non-gouvernementaux seront valides un an à partir de la date initiale de déploiement sur site des plates-formes, et pourront être renouvelés pour des périodes additionnelles de un an, mais seulement tant qu'il existe un intérêt gouvernemental dans la réception de ces données.
- (3) Les accords d'utilisation pour la collecte de données non environnementales, via le système Argos, par des agences gouvernementales ou des institutions à but non lucratif quand il y a un intérêt gouvernemental seront valides un an à partir de la date initiale de déploiement sur site des plates-formes, et pourront être renouvelés pour des périodes additionnelles de un an.
- (4) Les accords d'utilisation pour la collecte épisodique de données non environnementales, via le système Argos, seront de durée courte et déterminée n'excédant pas un an sans exception, et ne dépassant pas six mois en général. Ces accords seront étroitement surveillés et ne seront pas renouvelés.
- (5) Les accords d'utilisation pour l'utilisation en test du système Argos par des constructeurs d'équipement seront valides un an à partir de la date du premier essai et pourront être renouvelés pour des périodes additionnelles de un an.

## 5. Traitement des données

- a) Tous les utilisateurs du système Argos doivent accepter de permettre aux agences participant à Argos, et aux agences de leurs gouvernements l'utilisation totale, libre et immédiate de toutes les données collectées par leurs plates-formes; ceci peut inclure la distribution internationale des données d'environnement sous les auspices de l'Organisation météorologique mondiale.
- b) Les données brutes dans le segment spatial du système Argos sont librement accessibles. L'accès aux données traitées dans le segment sol est défini en accord avec les spécifications des utilisateurs sous réserve de la disposition exposée dans la section 5a.

## 6. Exigences techniques

- a) Tous les exploitants de plates-formes du système Argos doivent utiliser un émetteur dont les caractéristiques techniques et la conception sont certifiées conformes aux spécifications et réglementations applicables.
- b) Tous les exploitants de plates-formes doivent assumer les coûts associés à l'achat et à l'exploitation des plates-formes, ainsi qu'à l'acquisition des données de ces plates-formes, soit directement du satellite soit à partir d'un centre de traitement.

## III Limitations

- a) Le Comité des opérations Argos se réserve le droit de résilier ou de suspendre la participation de l'utilisateur au programme en cas de restrictions dans la disponibilité des satellites ou des équipements au sol rendant nécessaires la réduction ou la suppression de services.
- b) Le type des émetteurs que l'utilisateur projette d'installer dans le système Argos doit avoir été certifié par l'opérateur avant déploiement. Cependant, cette certification n'implique aucune évaluation ou garantie quant aux performances de l'émetteur.

## IV Responsabilités particulières de l'utilisateur

L'utilisateur s'engage à :

- a) Informer l'opérateur, dans un délai raisonnable, de tout changement dans son programme;

outside the system specifications; malfunctioning in a manner that interferes with the other platforms or with general system operations, or are in a program which has been terminated.

#### V Specific Responsibilities of Operator

The operator shall:

- a) Oversee the collection, processing, and transmission of Argos data.
- b) Notify the user, through the agent, of changes to the established operational plan. Notification will normally be prior to initiation of such changes, except when sudden abnormal spacecraft or operational conditions preclude such prior notification. In any event, notification will be made as soon as possible.
- c) Notify the user, through the agent, by the most efficient means available, whenever Argos system monitoring indicates that a platform is performing outside system specifications or is malfunctioning in a manner that interferes with the other platforms or with general system operation; and require the user to make every reasonable effort to deactivate such a platform.

#### VI Disclaimers

- a) The operator will make every effort to maintain the Argos 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 non-availability of the DCS.
- b) The operator can not guarantee the timeliness of data dissemination, the accuracy of the data provided or their suitability for any application whatsoever, and cannot be held responsible for any damage, including loss of life, resulting from defective operation of the Argos DCS.
- c) In the event of damage being suffered by the goods or personnel of the user or third parties, and insofar as such damage arises out of the use of the equipment, the Operator shall not be liable.
- d) The user agrees not to make any claim or bring any action against the operators, or any of their employees or agents and the user agrees to indemnify and hold each such entity and individual harmless against any such claim or action brought by any third party and any award of damages, loss, or other expense incurred in connection therewith (including attorneys' fees) where such claim or action is based, directly or indirectly in whole or in part on the use of the Argos system. 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 System Use Agreement may request amendments by letter to the signatories of this System Use Agreement and such amendments will take effect upon the consent of all parties.
- 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 the 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 Argos Operations Committee for settlement.

b) Se procurer et n'utiliser que des émetteurs fabriqués et certifiés en accord avec les spécifications et les règles détaillées dans le document « Électronique de transmission Argos - Spécifications générales et certification » qui est disponible sur demande auprès de l'opérateur ;

- c) Obtenir l'autorisation auprès des autorités nationales compétentes d'émettre sur la fréquence spécifiée dans le document « Spécifications générales et certification » ;
- d) Se mettre en conformité avec les lois et réglementations en vigueur et les termes et conditions pour l'exploitation du système auxquels les agences participant à Argos ont adhéré (et qui sont disponibles sur demande) ;
- e) Fournir, à la demande de l'opérateur, des rapports périodiques sur l'utilisation des données mesurées et des localisations ;
- f) Faire tout ce qui est raisonnablement possible pour désactiver des plates-formes qui fonctionnent hors des spécifications du système ou interfèrent anormalement avec d'autres plates-formes ou avec l'exploitation générale du système ou qui appartiennent à un programme qui est terminé.

#### V Responsabilités particulières de l'opérateur

L'opérateur s'engage à :

- a) Superviser la collecte, le traitement et la distribution des données Argos ;
- b) Informer l'utilisateur des changements dans le plan des opérations prévu. L'information se fera normalement avant que ces changements n'interviennent sauf si des anomalies sur les satellites ou les moyens opérationnels ne permettent pas d'anticiper. Dans tous les cas, cette information se fera dans les meilleurs délais ;
- c) Informer l'utilisateur par les moyens les plus adaptés au cas où la surveillance du système Argos indique qu'une plate-forme fonctionne hors des spécifications du système ou dysfonctionne de manière à interférer avec d'autres plates-formes ou avec l'exploitation générale du système et nécessite que l'utilisateur fasse tout ce qui est raisonnablement possible pour désactiver une telle plate-forme.

#### VI Limites de responsabilité

- a) L'opérateur fera tout son possible pour maintenir le système Argos totalement opérationnel en permanence, selon la disponibilité des moyens. L'opérateur ne sera pas responsable des pertes, quelles qu'elles soient, résultant de la défaillance du système Argos.
- b) L'opérateur ne peut garantir les délais de distribution, la précision des données fournies et leur adéquation pour quelque application que ce soit, et ne peut être tenu pour responsable d'aucun dommage, y compris la perte de vie humaine, pouvant résulter d'un défaut de fonctionnement du système Argos.
- c) En cas de dommage causé aux biens ou au personnel de l'utilisateur ou des tiers, et pour autant qu'un tel dommage ne survienne pas dans l'utilisation de l'équipement, l'opérateur n'en sera pas responsable.
- d) L'utilisateur accepte de ne pas déposer de plainte ou intenter d'action contre les opérateurs, ou l'un de leurs employés ou agents et l'utilisateur accepte d'indemniser et de dédommager lesdites personnes physiques et morales pour toute réclamation ou action intentée par un tiers ou toute condamnation pour des dommages ou intérêts, pertes ou autres débours encourus à l'occasion desdites réclamations ou actions (y compris les honoraires de conseils et/ou d'avocats), lorsque ladite réclamation ou action sera fondée, directement ou indirectement, en tout ou partie, sur l'utilisation du système Argos. L'indemnisation ne sera pas applicable dans tous les cas où l'utilisateur n'est pas autorisé par la loi à verser des indemnités.

#### VII Durée d'utilisation et résiliation

- a) Toute partie signataire à cet accord d'utilisation du système peut demander des modifications par lettre aux autres signataires et de telles modifications prendront effet avec le consentement de toutes les parties.
- b) Dans les trente jours suivant l'expiration de la période d'utilisation approuvée, les utilisateurs peuvent demander le renouvellement de leurs accords d'utilisation. Ces accords seront renouvelés en accord avec toutes les lois et règlements en vigueur. Cependant, le renouvellement n'est pas automatique et il peut y avoir des cas où les accords ne seront pas renouvelés.

#### VIII Litiges

En cas de litiges portant sur les termes de cet accord, le cas sera soumis au Comité des opérations Argos pour décision.

## Technical Information Form / Informations techniques

■ Date

> Please, fill in one form by type of platform  
 Veuillez remplir un formulaire par type de plate-forme

### ■ Program information / Information sur le programme

> Name of the program / Nom du programme

> Total number of platforms requested  
 Nombre de plates-formes demandées

> Lifetime of platforms  
 Durée de vie des plates-formes

> Starting date of deployment  
 Date de première mise en service

> Geographical area  
 Zone géographique

> Average number of platforms operating simultaneously  
 Nombre moyen de plates-formes simultanément en fonctionnement

### ■ Service required / Service demandé

Location  
 Localisation

Data collection only  
 Collecte de données

### ■ Platforms characteristics / Caractéristiques des plates-formes

> Platforms type  
 Type de plates-formes

Drifting buoys  
 Bouées dérivantes

Moored buoys  
 Bouées ancrées

Subsurface floats  
 Flotteurs subsurfaces

Ships  
 Navires

Marine animals  
 Animaux marins

Terrestrial animals  
 Animaux terrestres

Birds  
 Oiseaux

Fixed stations  
 Stations fixes

Other / Autre  
 (please specify / préciser)

> Number of platform of this type / Nombre de plates-formes de ce type

> Message length (bits) / Longueur du message (bits)

> Output power/ Puissance d'émission

> Platforms manufacturer  
 Constructeur des plates-formes

> Platforms model  
 Modèle des plates-formes

> Transmitters manufacturer  
 Constructeur des émetteurs

> Transmitters model  
 Modèle des émetteurs

> Transmission duty cycle / Cycle d'émission

24 hours a day < 12 hours per 48 hours < 12 hours per 24 hours  
 24 heures par jour < 12 heures par 48 heures < 12 heures par 24 heures

Other  
 Autre

> Would you like us to send a copy of your ID numbers to your platforms manufacturer?  
 Souhaitez-vous que nous envoyons une copie de vos numéros ID au constructeur de vos plates-formes ? Yes /Oui No /Non



## Paperwork Reduction Act Guidance

Policies and Procedures Regarding Use of the NOAA Space-Based Data Collection Systems (15 CFR 911) explains the system use policy for using the Argos DCS to ensure that the Government will not allow its 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 information requirements necessary to determine if a user meets these criteria and is thereby granted use of the Argos DCS. In accordance with the regulation, responses to the collection of information are mandatory to conclude agreements for use of the NOAA 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 by U.S. Government agencies. No confidentiality is promised or provided.

Public reporting burden for this collection of information is estimated to average 60 minutes 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 Direct Service Division (E/SP3), Room 3320, FB-4, NOAA, 5200 Auth Road, Suitland, MD, 20746-4304.

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

**§ 908.16**

days are intended. When the day, or the last day, fixed under these rules for taking any action falls on a Saturday, Sunday, or on a Federal holiday, the action may be taken on the next succeeding day which is not a Saturday, Sunday, or Federal holiday.

**§ 908.16 Signature.**

All reports filed with the National Oceanic and Atmospheric Administration must be dated and signed by or on behalf of the person conducting or intending to conduct the weather modification activities referred to therein by such person, individually or, in the case of a person other than an individual, by a partner, officer, or other person having corresponding functions and authority. For this purpose "officer" means a president, vice president, treasurer, secretary, or comptroller. Notwithstanding the foregoing, such reports may also be signed by the duly authorized agent or attorney of the person whose activities are being reported. Proof of such authorization shall be furnished to the Administrator when filing a report, unless previously furnished.

**§ 908.17 Suspension or waiver of rules.**

In an extraordinary situation, any requirement of these rules may be suspended or waived by the Administrator on request of the interested party, to the extent such waiver is consistent with the provisions of Public Law 92-205 and subject to such other requirements as may be imposed.

**§ 908.18 Matters not specifically provided for in rules.**

All matters not specifically provided for or situations not specifically addressed in these rules will be decided in accordance with the merits of each case by or under the authority of the Administrator, and such decision will be communicated in writing to all parties involved in the case.

**§ 908.19 Publication of notice of proposed amendments.**

Whenever required by law, and in other cases whenever practicable, notice of proposed amendments to these rules will be published in the FEDERAL REGISTER. If not published with the no-

**15 CFR Ch. IX (1-1-03 Edition)**

tice, copies of the text of proposed amendments will be furnished to any person requesting the same. All comments, suggestions, and briefs received within the time specified in the notice will be considered before adoption of the proposed amendments, which may be modified in the light thereof. Informal hearings may be held at the discretion of the Administrator.

**§ 908.20 Effective date.**

These rules are effective on June 10, 1976.

**§ 908.21 Report form.**

Public Law 92-205 and these rules should be studied carefully prior to reporting. Reports required by these rules shall be submitted on forms obtainable on request from the Administrator, or on an equivalent format.<sup>1</sup> In special situations, such alterations to the forms as the circumstances thereto may render necessary may be made, provided they do not depart from the requirements of these rules or of Public Law 92-205.

**PART 909 [RESERVED]**

**PART 911—POLICIES AND PROCEDURES CONCERNING USE OF THE NOAA SPACE-BASED DATA COLLECTION SYSTEMS**

- Sec.
- 911.1 Purpose.
- 911.2 Scope.
- 911.3 Definitions.
- 911.4 Use of the NOAA Data Collection Systems.
- 911.5 NOAA Data Collection Systems Use Agreements.
- 911.6 Treatment of data.
- 911.7 Continuation of the NOAA Data Collection Systems.
- 911.8 Technical requirements.
- APPENDIX A TO PART 911—ARGOS DCS USE POLICY DIAGRAM
- APPENDIX B TO PART 911—GOES DCS USE POLICY DIAGRAM

AUTHORITY: 15 U.S.C. 313, 49 U.S.C. 44720; 15 U.S.C. 1525; 7 U.S.C. 450b; 5 U.S.C. 552.

SOURCE: 63 FR 24922, May 6, 1998, unless otherwise noted.

<sup>1</sup> Filed as part of the original document.

**§911.1 Purpose.**

These regulations set forth the procedural, informational and technical requirements for use of the NOAA Data Collection Systems (DCS). In addition, they establish the criteria NOAA will employ when making determinations as to whether to authorize the use of its space-based DCS. The regulations are intended to facilitate the collection of environmental data as well as other such data which the Government is interested in collecting. In those instances where space-based commercial systems do not meet users' requirements, the intent is to not disadvantage the development of the commercial space-based services in this sector. Obtaining a system use agreement to operate data collection platforms pursuant to these regulations does not affect related licensing requirements of other Federal agencies such as the Federal Communications Commission.

**§911.2 Scope.**

(a) These regulations apply to any person subject to the jurisdiction or control of the United States who operates or proposes to operate data collection platforms to be used with the NOAA DCS either directly or through an affiliate or subsidiary. For the purposes of these regulations a person is subject to the jurisdiction or control of the United States if such person is:

- (1) An individual who is a U.S. citizen; or
- (2) A corporation, partnership, association, or other entity organized or existing under the laws of any state, territory, or possession of the United States.

(b) These regulations apply to all existing Geostationary Operational Environmental Satellite (GOES) and Argos DCS users as well as all future applications for NOAA DCS use.

**§911.3 Definitions.**

For purposes of this part:

(a) *Approving authority* means NOAA for the GOES DCS; and it means the Argos Participating Agencies, via the Argos Operations Committee, for the Argos DCS.

(b) *Argos DCS* means the system which collects data from fixed and

moving platforms and provides platform location data. This system consists of platforms, the Argos French instrument on the Polar-orbiting Operational Environmental Satellites (POES) and other international satellites; a ground processing system; and telemetry ground stations.

(c) *Argos participating agencies* means those agencies of the United States and other countries that participate in the management of the Argos DCS.

(d) *Assistant Administrator* means the Assistant Administrator for Satellite and Information Services, NOAA, or his/her designee.

(e) *Director* means the Director of the Office of Satellite Data Processing and Distribution for the National Environmental Satellite, Data, and Information Service of NOAA.

(f) *Environmental data* means environmental measurement data for the purpose of using the GOES DCS; and it means environmental measurement and environmental protection data for the purpose of using the Argos DCS.

(g) *Environmental measurement data* means data that relate to the characteristics of the Earth and its natural phenomena by helping to better understand, evaluate, or monitor its natural resources.

(h) *Environmental protection data* means data that relate to the characteristics of the Earth and its environment (including its ecosystems and the species which inhabit them) by helping to protect against any unreasonable adverse effects thereto.

(i) *Episodic use* means the use of the system for short events where there is a significant possibility of loss of life, such as for Arctic expeditions or scientific campaigns into remote areas.

(j) *Government interest* means that the use is determined in advance to be of interest to one or more governmental entities of the United States, France or, once they have become an Argos Participating Agency, Japan or a European Organization for the Exploitation of Meteorological Satellites (EUMETSAT) member state; or also, in the case of the GOES DCS, a state or local government.

## §911.4

(k) *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 NOAA 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.

(l) *NOAA DCS* means the GOES and Argos space-based DCS.

(m) *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, non-commercial purposes.

(n) *Operational use* means the use of data in a situation where the utility of the data are 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 acquisition of data would jeopardize the project.

(o) *Platform compatibility* means the compatibility of the platform with the space segment of the system, and includes elements such as message length and composition, signal strength, and transmission protocol (e.g., continuous versus event drive).

(p) *Testing use* means the use of the NOAA DCS by manufacturers of platforms for use in conjunction with the NOAA DCS by manufacturers of platforms for use in conjunction with the NOAA DCS, for the limited purpose of testing and certifying the compatibility of new platforms with the technical requirements of the NOAA DCS.

(q) *User* means the entity and/or organization which owns or operates user platforms for the purpose of collecting and transmitting data through the NOAA DCS.

(r) *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 NOAA DCS. Those devices which are used in conjunction with the GOES DCS are referred to as data collection platforms (DCP) and those which are used in conjunction with the Argos DCS are re-

## 15 CFR Ch. IX (1-1-03 Edition)

ferred to as Platform Transmitter Terminals (PTT). For purposes of these regulations, the terms "user platform," "DCP" and "PTT" are interchangeable.

(s) *User requirement* means the requirement expressed and explained in the System Use Agreement.

### §911.4 Use of the NOAA Data Collection Systems.

(a) Use of the NOAA DCS will only be authorized in accordance with the conditions and requirements set forth in paragraphs (b), (c), (d), (e), and (f) of this section.

(b)(1) Use of the NOAA DCS will only be authorized where it is determined that there are no commercial space-based services available that meet the user's requirements.

(2) A determination under paragraph (b)(1) of this section 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 (c)(2), (3), (4), and (5) of this section, NOAA DCS shall only be used for the collection of environmental data by governmental and/or non-profit users.

(2) Non-governmental, environmental use of the NOAA 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 Argos DCS is only authorized for government use and non-profit users where there is a government interest. Non-environmental use of the system shall not exceed five percent of the system's total use.

(4) Episodic use of the Argos DCS may also be authorized in specific instances when there is a significant possibility for loss of life. Such use shall be closely monitored.

(5) Testing use of the NOAA DCS will only be authorized for manufacturers of NOAA DCS platforms, that require access to the system in order to test

and certify prototype and production models.

(d) Because of capacity limitations on the GOES DCS, system applicants will be admitted to use the GOES system 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) Testing users of the system will be accorded fifth priority.

(6) No other usage will be authorized for the GOES DCS.

(e) In the event that Argos DCS capacity limitations require that priority determinations be made, priority will be given to those platforms that provide environmental data of broad international interest, especially of an operational nature, and to those requiring the unique capabilities of the Argos DCS, such as platform location or polar coverage.

**§911.5 NOAA Data Collection Systems Use Agreements.**

(a)(1) In order to use a NOAA DCS, each user must have an agreement with the approving authority for that system.

(2) Persons interested in entering into a system use agreement should contact the Director.

(b) These agreements will address, but may not be limited to, the following matters:

(1) The period of time the agreement is valid and procedures for its termination,

(2) The authorized use(s), and its priorities for use,

(3) 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 Government system,

(4) Any applicable government interest in the data,

(5) Required equipment standards,

(6) Standards of operation,

(7) Conformance with applicable ITU and FCC agreements and regulations,

(8) Reporting time and frequencies,

(9) Data formats,

(10) Data delivery systems and schedules, and

(11) User-borne costs.

(c) The Director shall evaluate user requests and conclude agreements for use of the NOAA DCS.

(d)(1) Agreements for the collection, via the Argos DCS, of environmental data by government agencies or non-profit institutions shall be valid for 3 years from the date of initial in-situ deployment of the platforms, and may be renewed for additional 3-year periods.

(2) Agreements for the collection of environmental data, via the Argos DCS, by non-government users shall be valid for 1 year from the date of initial in-situ deployment of the platforms, and may be renewed for additional 1-year periods, but only for so long as there exists a governmental interest in the receipt of these data.

(3) Agreements for the collection of non-environmental data, via the Argos DCS, by government agencies, or non-profit institutions where there is a government interest, shall be valid for 1 year from the date of initial in-situ deployment of the platforms, and may be renewed for additional 1-year periods.

(4) Agreements for the episodic collection of non-environmental data, via the Argos DCS under §911.4(c)(4), shall be of short, finite duration not to exceed 1 year without exception, and usually shall not exceed 6 months. These agreements shall be closely monitored and shall not be renewed.

(5) Agreements for the testing use of the Argos DCS by equipment manufacturers shall be valid for 1 year from the date of initial testing, and may be renewed for additional 1-year periods.

(e)(1) Agreements for the collection of data, by the GOES DCS, shall be valid for 5 years from the date of initial in-situ deployment, and may be renewed for additional 5-year periods.

## 911.6

(2) Agreements for the testing use of the GOES DCS, by equipment manufacturers, shall be valid for 1 year from the date of initial testing, and may be renewed for additional 1-year periods.

### **911.6 Treatment of data.**

(a) All NOAA DCS users must agree to permit NOAA and other agencies of the U.S. Government the full, open and timely use of all 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.

### **§911.7 Continuation of the NOAA Data Collection Systems.**

(a) NOAA expects to continue to operate DCS on its geostationary and polar-orbiting satellites, subject to the availability of future appropriations. However, viable commercial space-based alternatives may eventually obviate the need for NOAA to operate its own space-based DCS.

## 15 CFR Ch. IX (1–1–03 Edition)

(b) If use of the system in support of NOAA programs increases, it eventually may be necessary to the further restrict system usage by other users. If such restrictions on use become necessary, or in the event that NOAA discontinues operation of GOES and/or POES, NOAA will provide, to the maximum extent practicable, advance notice and an orderly transition.

(c) NOAA will not be responsible for any losses resulting from the nonavailability of the NOAA DCS.

### **§911.8 Technical requirements.**

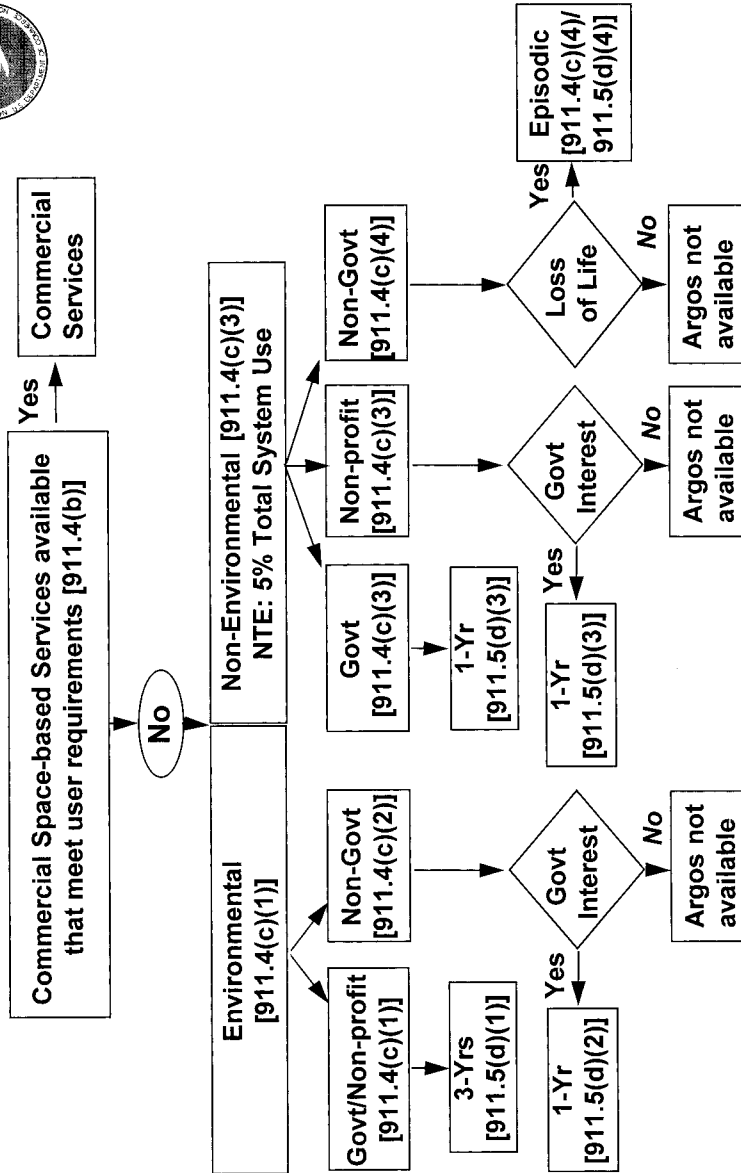
(a) All platform operators of the NOAA DCS must use a data collection platform radio set whose technical and design characteristics are certified to conform to applicable specifications and regulations.

(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 center.

APPENDIX A TO PART 911—ARGOS DCS USE POLICY DIAGRAM



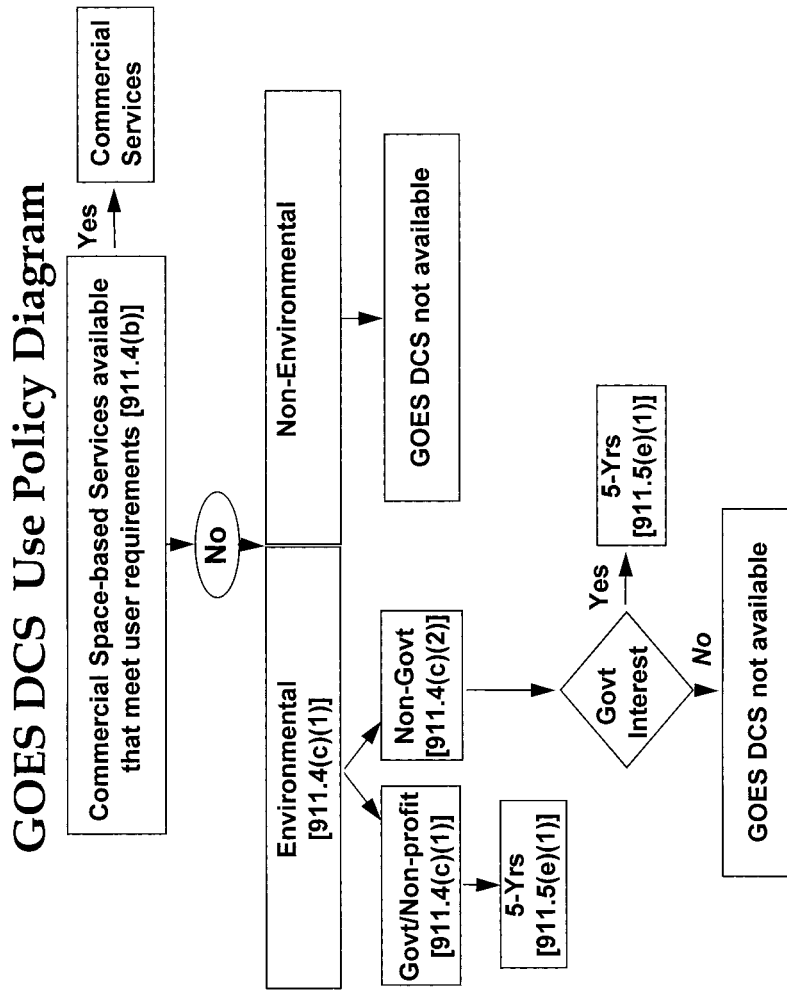
# Argos DCS Use Policy Diagram



Note: Testing Use permitted as per [911.4(c)(5)] for up to 1-Yr [911.5(d)(5)]

Appendix A

APPENDIX B TO PART 911—GOES DCS USE POLICY DIAGRAM



Note: Testing Use permitted as per [911.4(c)(5)] for up to 1-Yr [911.5(e)(2)]

Appendix B

**PART 917—NATIONAL SEA GRANT PROGRAM FUNDING REGULATIONS**

**Subpart A—General**

Sec.  
917.1 Basic provisions.

917.2 Definitions.

**Subpart B—Sea Grant Matched Funding Program**

917.10 General.  
917.11 Guidelines for Sea Grant Fellowships.



Comments submitted in response to this notice will be summarized and/or included in the request for OMB approval of this information collection; they also will become a matter of public record.

Dated: November 19, 2003.

**Gwellnar Banks,**

*Management Analyst, Office of the Chief Information Officer.*

[FR Doc. 03-29732 Filed 11-26-03; 8:45 am]

**BILLING CODE 3510-22-S**

**DEPARTMENT OF COMMERCE**

**National Oceanic and Atmospheric Administration**

[I.D.112103C]

**Proposed Information Collection; Comment Request; NOAA Space-Based Data Collection System (DCS) Agreements.**

**AGENCY:** National Oceanic and Atmospheric Administration (NOAA).

**ACTION:** Notice.

**SUMMARY:** The Department of Commerce, as part of its continuing effort to reduce paperwork and respondent burden, invites the general public and other Federal agencies to take this opportunity to comment on proposed and/or continuing information collections, as required by the Paperwork Reduction Act of 1995, Public Law 104-13 (44 U.S.C. 3506(c)(2)(A)).

**DATES:** Written comments must be submitted on or before January 27, 2004.

**ADDRESSES:** Direct all written comments to Diana Hynek, Departmental Paperwork Clearance Officer, Department of Commerce, Room 6625, 14th and Constitution Avenue, NW, Washington, DC 20230 (or via the Internet at dHynek@doc.gov).

**FOR FURTHER INFORMATION CONTACT:** Requests for additional information or copies of the information collection instrument and instructions should be directed to Robert Bassett at 301-757-5681 or at Robert.Bassett@noaa.gov.

**SUPPLEMENTARY INFORMATION:**

**I. Abstract**

NOAA operates two space-based data collection systems: the Geostationary Operational Environmental Satellite (GOES) Data Collection System and the Argos Data Collection System. Both systems are operated to support environmental applications. Since the entire capacity of the systems is not used by NOAA, this extra capacity is made available to other users who meet

certain criteria set forth in 15 CFR Part 911.

**II. Method of Collection**

Applications are submitted on paper forms, which can be mailed or faxed to NOAA.

**III. Data**

*OMB Number:* 0648-0157.

*Form Number:* None.

*Type of Review:* Regular submission.

*Affected Public:* Not-for-profit institutions; business or other for-profit organizations; individuals or households; and State, Local, or Tribal Government.

*Estimated Number of Respondents:* 390.

*Estimated Time Per Respon:* 3 hours for a GOES application, and 1 hour for an Argos application.

*Estimated Total Annual Burden Hours:* 440.

*Estimated Total Annual Cost to Public:* \$488.

**IV. Request for Comments**

Comments are invited on: (a) whether the proposed collection of information is necessary for the proper performance of the functions of the agency, including whether the information shall have practical utility; (b) the accuracy of the agency's estimate of the burden (including hours and cost) of the proposed collection of information; (c) ways to enhance the quality, utility, and clarity of the information to be collected; and (d) ways to minimize the burden of the collection of information on respondents, including through the use of automated collection techniques or other forms of information technology.

Comments submitted in response to this notice will be summarized and/or included in the request for OMB approval of this information collection; they also will become a matter of public record.

Dated: November 19, 2003.

**Gwellnar Banks,**

*Management Analyst, Office of the Chief Information Officer.*

[FR Doc. 03-29733 Filed 11-26-03; 8:45 am]

**BILLING CODE 3510-22-S**

**DEPARTMENT OF COMMERCE**

**National Oceanic and Atmospheric Administration**

[I.D.112103D]

**Proposed Information Collection; Comment Request; Red Crab and Exempted Fishing Permit Interactive Voice Response (IVR) System Collection**

**AGENCY:** National Oceanic and Atmospheric Administration (NOAA).

**ACTION:** Notice.

**SUMMARY:** The Department of Commerce, as part of its continuing effort to reduce paperwork and respondent burden, invites the general public and other Federal agencies to take this opportunity to comment on proposed and/or continuing information collections, as required by the Paperwork Reduction Act of 1995, Public Law 104-13 (44 U.S.C. 3506(c)(2)(A)).

**DATES:** Written comments must be submitted on or before January 27, 2004.

**ADDRESSES:** Direct all written comments to Diana Hynek, Departmental Paperwork Clearance Officer, Department of Commerce, Room 6625, 14th and Constitution Avenue, NW, Washington, DC 20230 (or via the Internet at dHynek@doc.gov).

**FOR FURTHER INFORMATION CONTACT:** Requests for additional information or copies of the information collection instrument and instructions should be directed to Brian Hooker, National Marine Fisheries Service, 1 Blackburn Drive, Gloucester, MA 01930.

**SUPPLEMENTARY INFORMATION:**

**I. Abstract**

Vessels with red crab limited access permits, or vessels bearing an Exempted (Experimental) Fishing Permit (EFP), are required to report their catches. This submission seeks to authorize the collection of this information via an Interactive Voice Response (IVR) system. The collection of information in this manner is necessary to monitor catch levels in a timely manner, so that effort controls can be implemented before catch limits are attained. The information necessary for IVR catch reports is a fraction of that required by vessel logbooks.

The collection of catch data for red crab is authorized at 50 CFR 648.7(b)(iii), which requires catch reports to be submitted via IVR within 24 hours after offloading. The authorization for the collection of EFP catch reports is at § 600.745(c)(2).