

NOTICE OF OFFICE OF MANAGEMENT AND BUDGET ACTION

Madeleine Clayton 05/02/2001
Departmental Forms Clearance Officer
Office of the Chief Information Officer
14th and Constitution Ave. NW.
Room 6086
Washington, DC 20230

In accordance with the Paperwork Reduction Act, OMB has taken the following action on your request for approval of the reinstatement of an information collection received on 02/16/2001.

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

AGENCY FORM NUMBER(S): None

ACTION : APPROVED
OMB NO.: 0648-0157
EXPIRATION DATE: 05/31/2004

BURDEN	RESPONSES	BURDEN HOURS	BURDEN COSTS
Previous	0	0	0
New	390	440	0
Difference	390	440	0
Program Change		440	0
Adjustment		0	0

TERMS OF CLEARANCE: None

NOTE: The agency is required to display the OMB control number and inform respondents of its legal significance (see 5 CFR 1320.5(b)).

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

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 b. <input type="checkbox"/> None 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 or head of MB staff for L.O.s, or of the Director of a Program or Staff Office)

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.

Applications are made in response to the requirements in 15 CFR 911, and collection forms are used called system use agreements (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.

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 in for the GOES DCS. For the Argos DCS, system use agreements can be downloaded from a Web site and faxed. Electronic submission of the forms is being developed.

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 was published to solicit public comment (copy attached). No comments were 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 or 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.

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.

This is a program change due to a reinstatement of an expired approval. The respondent burden and costs are being revised from previously-approved estimates to account for a higher number of applications being received.

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.

No waiver is sought, but see #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

Statistical methods are not used.



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:**

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...)

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

<i>#Fixed Platforms</i>	<i>Geographic Region</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>
_____	_____	<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) []

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

- 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): []

Other (please explain): []

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.

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 4 to 6.

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 4 à 6.

Name of the program: _____
Nom du programme : _____

Program Administrator (User): _____
Responsable du programme (Utilisateur) : _____

Last name: _____ **First name:** _____
Nom : _____ **Prénom :** _____

Organization: _____
Organisme : _____

Department: _____
Service : _____

Mailing Address: _____
Adresse postale : _____

City: _____ **State/Province:** _____
Ville : _____ **Département :** _____

ZIP Code: _____ **Country :** _____
Code postal : _____ **Pays :** _____

Telephone: _____ **E-mail:** _____ **Fax:** _____

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 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'il n'y a pas de services satellitaires commerciaux répondant à ses besoins.

User's signature _____ **Date:** _____
Signature de l'Utilisateur : _____

For Operations Committee use only	Cadre réservé au Comité des Opérations
<input type="checkbox"/> This agreement is approved and shall remain in force for up to _____ months (see section II.4) Cet Accord d'utilisation est approuvé et valide pour une période de _____ mois (voir section II.4)	
<input type="checkbox"/> 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 Co-Président
Category / Catégorie : NEW RENEW E/G E/NG/GI NE/G NE/LL	

Name of the program:

Nom du programme : _____

Detailed description of Program objectives

(This description must be sufficiently detailed to enable the Operations Committee to determine the aims and the main characteristics, these elements being essential for the approval or rejection of the program agreement).

Description détaillée des objectifs du Programme

(Cette description doit être suffisamment détaillée pour que le Comité des Opérations puisse juger les objectifs du programme, en connaître les principales caractéristiques et se prononcer sur l'admissibilité du programme).

This Agreement is an:

Cet Accord d'utilisation concerne un :

Initial Agreement

Nouveau programme

Renewal Agreement

of Program Number:

Renouvellement

du programme N° : _____

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

L'organisme qui exploitera ce programme est (cochez ce qui convient) :

Government user

Utilisateur gouvernemental

Non-profit user

Utilisateur à but non lucratif

Non-Government user

Utilisateur non-gouvernemental

[Please include additional information] [Précisez]

If not a government agency, please include additional information, e.g. agency name and contract or grant number:

S'il ne s'agit pas d'une agence gouvernementale, précisez avec quelle administration il existe un contrat ou une subvention et donnez ses références : _____

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.

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 organization, is there a government interest in the collection of the data ?

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

Yes (please explain)
Oui (merci de préciser)

No
Non

Government Interest means that the use is determined in advance to be of interest to a governmental entity of France, the United States, and, once they become an Argos Participating Agency, Japan and the EUMETSAT member states.

"Intérêt gouvernemental" signifie que l'utilisation présente par avance de l'intérêt pour une ou plusieurs entités gouvernementales des Etats-Unis, de France ou du Japon ou d'un pays membre d'EUMETSAT, lorsqu'ils 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 ecosystem and the species which inhabit them) by helping to protect against any unreasonable adverse effects thereto.

"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.

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 Arctic 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 PTTs: _____ [M/D/Y]

Date prévue de première mise en service des plates-formes :

. 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]

. 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].

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].

Return to:

Renvoyer à :

CLS, 8/10 rue Hermès, 31526 Ramonville Cedex, France

Tél. : (33) (0)5 61 39 47 00 - Fax : (33) (0)5 61 75 10 14 - E-mail : info@cls.cnes.fr

All North American users are requested to send their Agreement to:

Service Argos, Inc., 1801 McCormick Drive, Suite 10, LARGO, MD 20774 - U.S.A.

Tel. : (1) 301 925 44 11 - Fax : (1) 301 925 89 95 - 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

- 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.
- 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:

- Approving Authority means the Argos Participating Agencies, via the Argos Operations Committee.
- 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 II Japanese spacecraft and the EUMETSAT METOP spacecraft; a ground processing system; and telemetry ground stations.
- 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.
- Environmental data means environmental measurement and environmental protection data.
- 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.
- 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.
- Environmental Use means the use of the Argos DCS for the collection of environmental data.
- 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.
- 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 EUMETSAT member state.
- 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.
- 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.
- 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.
- Operator means the Argos Operation Committee members elected to represent participating agencies for Argos users.
- 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).
- 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.
- 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.
- 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 (PTT).
- User requirement means the requirement expressed and explained in the System Use Agreement.

I Pr ambule

Le syst me de Localisation et de Collecte de Donn es Argos (syst me Argos ou Argos DCS) est exploit  au sein d'une coop ration franco-am ricaine entre la NOAA (National Oceanic and Atmospheric Administration) et le CNES (Centre National d'Etudes Spatiales). Le syst me Argos est g r  par le Comit  des Op rations Argos et il est compos  d' quipements fournis par le CNES et embarqu s sur les satellites en orbite polaire de la NOAA ; des plates-formes fournies par les utilisateurs et  quip es d' metteurs ; et de centres de traitement globaux. Il est aussi pr vu d'embarquer les  quipements Argos sur les satellites japonais et europ ens en orbite polaire. Lorsque le syst me sera op rationnel sur ces satellites, la NASDA et EUMETSAT deviendront membres du Comit  des Op rations Argos.

La NOAA est autoris e   signer cet accord en vertu des pouvoirs qui lui ont  t  conf r s par les documents 15 USC 313 et 49 USC 44720.

Le CNES est autoris    signer cet accord en vertu des pouvoirs qui lui ont  t  conf r s lors de sa cr ation par le D cret 61-1382 du 19 d cembre 1961.

II R gles d'utilisation du syst me Argos

1. Objet

- Ces r gles s'appliquent   toute personne qui exploite ou se propose d'exploiter, soit directement soit par l'interm diaire d'une filiale ou d'un ayant-droit, des plates-formes de collecte de donn es compatibles avec le syst me Argos.
- Ces r gles sont applicables aux utilisateurs actuels du syst me ainsi qu'  toutes les demandes futures d'utilisation du syst me Argos.

2. D finitions

Dans le cadre de cet accord et des r gles le concernant :

- Autorit  d'approbation signifie les Agences participant   Argos, via le Comit  des Op rations.
- Syst me Argos signifie le syst me qui collecte des donn es de plates-formes fixes ou mobiles et fournit des localisations. Ce syst me est compos  de plates-formes, des  quipements fran ais Argos   bord des satellites am ricains POES (Polar-orbiting Operational Environmental Satellites) et programm s sur les satellites japonais ADEOS II et europ ens METOP, d'un segment sol de traitement, et de stations sol de t l mesure.
- "Agences participant   Argos" signifie les agences qui participent   la gestion du syst me Argos ; actuellement ceci inclut la NOAA et le CNES mais sera  largi   la NASDA (National Space Development Agency) du Japon et   EUMETSAT (European Organization for the Exploitation of Meteorological Satellites) d s que les  quipements Argos seront op rationnels   bord de leurs satellites.
- "Donn es d'environnement" signifie donn es de mesure de l'environnement ou donn es de protection de l'environnement.
- "Donn es de mesure de l'environnement" signifie donn es qui se rapportent aux caract ristiques de la Terre et   ses ph nom nes naturels en aidant   mieux comprendre,  valuer et surveiller ses ressources naturelles.
- "Donn es de protection de l'environnement" signifie donn es qui se rapportent aux caract ristiques de la Terre et   son environnement (incluant ses  cosyst mes et les esp ces qui les habitent) en aidant   les prot ger contre toutes les atteintes injustifi es.
- Utilisation environnementale signifie l'utilisation du syst me Argos pour la collecte de donn es d'environnement.
- "Utilisation  pisodique" signifie l'utilisation du syst me Argos pour des  v nements de courte dur e avec un risque significatif de perte de vie humaine, tels que les exp ditions polaires ou les campagnes scientifiques en r gions isol es.
- "Int r t gouvernemental" signifie que l'utilisation pr sente par avance de l'int r t pour une ou plusieurs entit s gouvernementales des Etats-Unis, de la France ou ult rieurement du Japon ou d'un pays membre d'EUMETSAT.
- "Utilisateur gouvernemental" signifie agence des organisations internationales gouvernementales, d'un gouvernement national ou subdivision quelconque de ceux-ci, contractant ou b n ficiaire de subvention tant que les donn es collect es par le syst me Argos sont utilis es pour remplir leurs obligations contractuelles et dans le cas d'une subvention, pour servir les objectifs du projet subventionn .
- "Utilisateur   but non lucratif" signifie une organisation non-gouvernementale de formation, de recherche ou autre qui utilise les donn es   des fins scientifiques ou  ducatives non-commerciales.
- "Utilisation op rationnelle" signifie l'utilisation de donn es dans une situation o  l'utilit  des donn es est consid rablement r duite si elles ne sont pas collect es ou distribu es dans un cr neau de temps sp cifique. Ceci inclut les situations o  un travail de pr paration important est d j  r alis  et o  un retard dans l'acquisition des donn es rendrait le projet caduc.
- "Op rateur" signifie les membres du Comit  des Op rations Argos d sign s pour repr senter les agences participant   Argos aupr s des utilisateurs.
- "Compatibilit  des plates-formes" signifie la compatibilit  des plates-formes avec le segment spatial du syst me et inclut des  l ments tels que la longueur et la composition du message, puissance du signal, strat gie d' mission (par exemple permanente ou sur  v nements).
- "Utilisation en test" signifie l'utilisation du syst me Argos par des constructeurs de plates-formes afin de tester ou de certifier la compatibilit  de nouvelles plates-formes avec les exigences techniques du syst me Argos.
- "Utilisateur" signifie l'entit  et/ou l'organisation qui poss de ou exploite des plates-formes d'utilisateur afin de collecter et de transmettre des donn es via le syst me Argos.
- "Plates-formes d'utilisateur" signifie les  quipements con us en accord avec les sp cifications valid es et sign es par l'autorit  d'approbation, utilis es pour la collecte de donn es in situ et leur transmission par le syst me Argos. Il est fait r f rence   ces  quipements comme PTTs (Platform Transmitter Terminals).
- "Besoin de l'utilisateur" signifie un besoin exprim  et expliqu  dans l'Accord d'Utilisation du Syst me.

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,
- (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

All Argos DCS users must agree to permit Argos Participating Agencies, and their governments' agencies 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.

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.

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 fréquence 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 au 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-environmentale du système Argos est seulement autorisée aux utilisateurs gouvernementaux et aux utilisateurs à but non lucratif lorsqu'il y a un intérêt gouvernemental. L'utilisation non-environmentale 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 répondent aux besoins de l'utilisateur et les raisons rendant nécessaire l'utilisation du système Argos,
- (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 3 ans à partir de la date initiale de déploiement sur site des plates-formes, et pourront être renouvelés pour des périodes additionnelles de 3 ans.
- (2) Les accords d'utilisation pour la collecte, via le système Argos, de données d'environnement par des utilisateurs non-gouvernementaux seront valides 1 an à partir de la date initiale de déploiement sur site des plates-formes, et pourront être renouvelés pour des périodes additionnelles de 1 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 1 an à partir de la date initiale de déploiement sur site des plates-formes, et pourront être renouvelés pour des périodes additionnelles de 1 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 1 an sans exception, et ne dépassant pas 6 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 sera valide 1 an à partir de la date du premier essai et pourront être renouvelés pour des périodes additionnelles de 1 an.

5. Traitement des données

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 de données d'environnement sous les auspices de l'Organisation Météorologique Mondiale. Toutes les données relevant du droit de la propriété intellectuelle seront protégées en accord avec les lois en vigueur.

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 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 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

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) *Informé l'opérateur, dans un délai raisonnable, de tout changement dans son programme.*
- b) *Se procurer et n'utiliser que des émetteurs fabriqués et certifiés en accord avec les spécifications et les règles détaillées dans le document « Electronique 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) *Informé 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) *Informé 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 30 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.

Date: _____

• **Program - Programme** _____

Name of the program:

Nom du programme : _____

Start date of Program / Date de début du programme : _____

Total number of platforms requested: _____ Duration (months): _____

Nombre de plates-formes demandées : _____ Durée (mois) : _____

Average number of platforms simultaneously in operation:

Nombre moyen de plates-formes simultanément en fonctionnement : _____

Geographical area:

Zone géographique : _____

Variables measured:

Grandeurs physiques mesurées : _____

• **Platforms - Plates-formes *** _____

Type of platforms:

Type de plate-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/Autres (please specify / préciser) : _____

Number:

Nombre : _____

Estimated lifetime:

Durée de vie estimée : _____

Message length (bits) **: _____

Longueur du message (bits) : _____

Transmission duty cycle:

Durée de fonctionnement journalier : _____

< 12 hours per 48 hours
< 12 heures par 48 heures

< 12 hours per 24 hours
< 12 heures par 24 heures

24 hours a day
24 heures par jour

other
autres _____

Transmitter model:

Type d'émetteur : _____

Manufacturer:

Constructeur : _____

Power:

Puissance : _____

• **Service required - Service demandé** _____

Location: Yes

No

GPS

Localisation :

Number of locations expected per day:

Nombre de localisations souhaitées par jour : _____

Data collection: Yes

No

Collecte de données :

Number of data collections expected per day:

Nombre de collectes souhaitées par jour : _____

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

** If you don't have it, ask your manufacturer to provide you the information required

Si vous ne l'avez pas, demandez au constructeur de vous fournir les informations demandées

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 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.

(b) The general counsel or designee shall authorize a NOAA officer or employee to provide factual testimony when the requesting party has sufficiently shown: (1) That the evidence to be adduced is not reasonably available from any other source; (2) that no NOAA record or data could be introduced in evidence in substitution for the testimony; and (3) that the other requirements of this part have been met.

(c) Where less than all of the conditions of paragraph (b) of this section are met, the general counsel or designee may authorize NOAA employees and officers to provide factual or expert testimony on any matters where NOAA has a significant interest in the litigation and the outcome may affect the implementation present or future policies, or where circumstances or conditions make it necessary to provide the information in the public interest.

(d) If the general counsel or designee authorizes the testimony of a NOAA officer or employee, then the Office of General Counsel may arrange for the taking of the testimony by methods that are less disruptive of the official activities of the officer or employee than providing testimony in court. Testimony may, for example, be provided by affidavits, answers to interrogatories, written depositions, or depositions transcribed, recorded, or preserved by any other method allowable by law. Costs of providing testimony, including transcripts, will be borne by the party requesting the testimony.

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

Sec.

911.1 Purpose.

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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.

§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.

(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

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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 referred 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 pos-

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sibility 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 manufac-

turers 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.

(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.

(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.

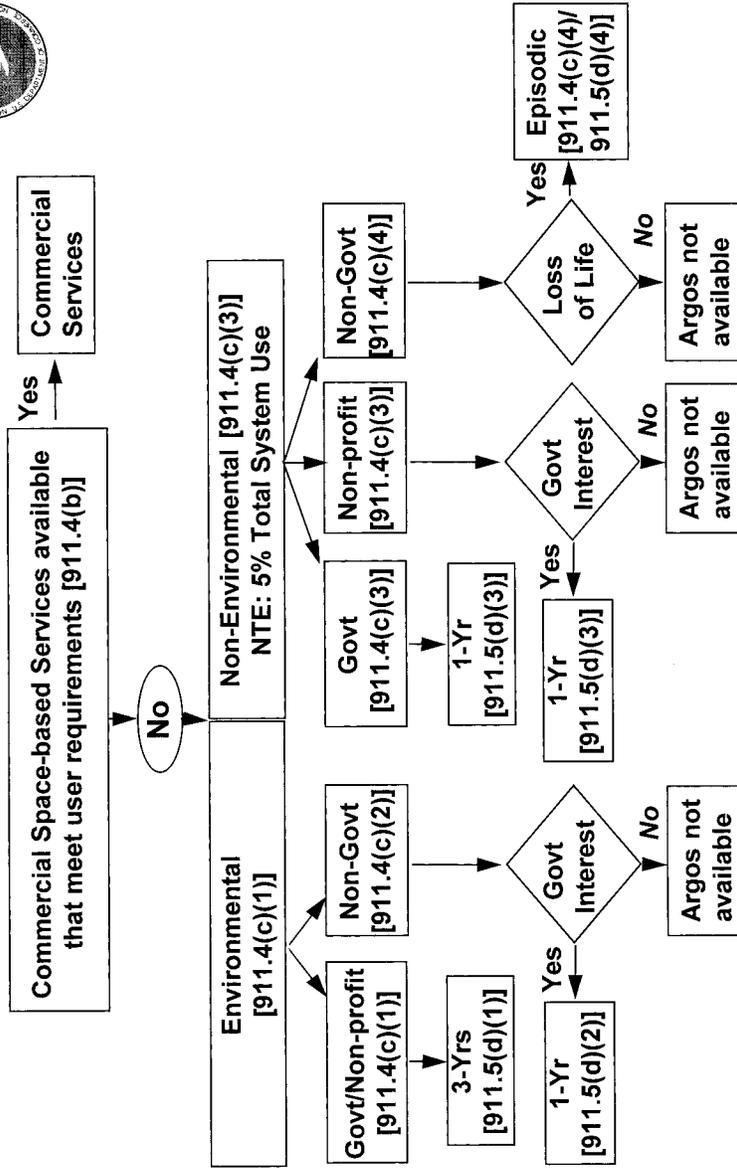
(b) All platform operators are responsible for all costs associated with the

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



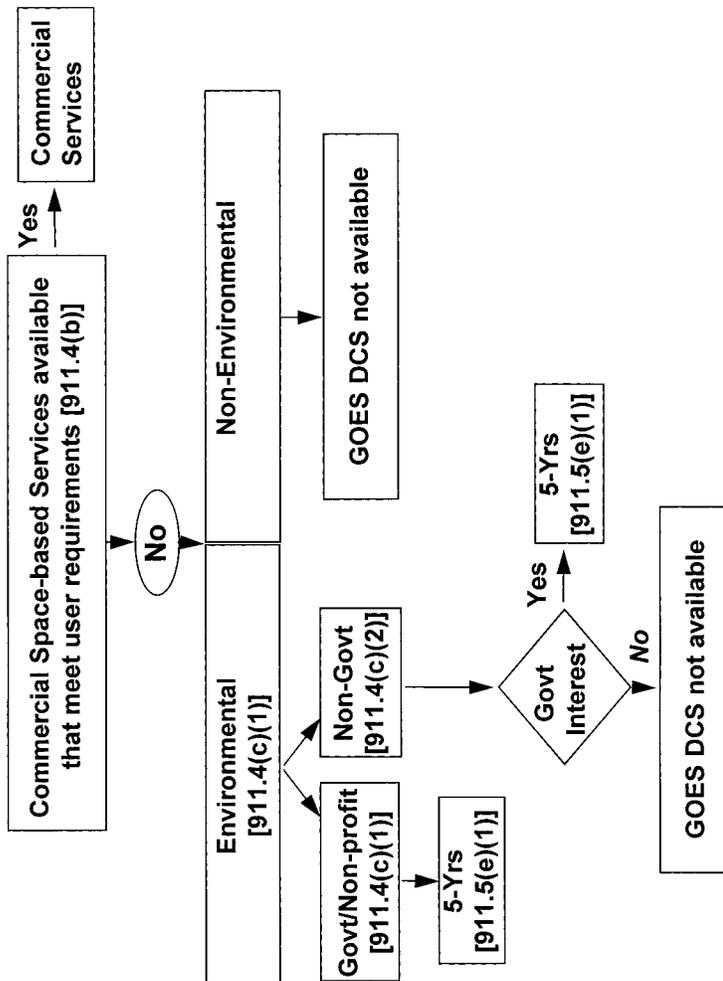
Note: Testing Use permitted as per [911.4(c)(5)] for up to 1-Yr [911.5(d)(5)]

Appendix A

APPENDIX B TO PART 911—GOES DCS USE POLICY DIAGRAM



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

917.2 Definitions.

Subpart A—General

Subpart B—Sea Grant Matched Funding Program

Sec.
917.1 Basic provisions.

917.10 General.
917.11 Guidelines for Sea Grant Fellowships.

carrier service will not accomplish the agency's mission.

Classification

This document involves collections of information subject to the Paperwork Reduction Act, which have been approved by OMB under OMB control numbers 0348-0043, 0348-0044, 0348-0040, and 0348-0046. Notwithstanding any other provision of law, no person is required to respond to nor shall a 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 current valid OMB control number.

This document has been determined to be "not significant" for purposes of Executive Order 12866.

John J. Phelan, III,

Acting Director for Executive Budgeting and Assistance Management.

[FR Doc. 00-27102 Filed 10-20-00; 8:45 am]

BILLING CODE 3510-BV-P

DEPARTMENT OF COMMERCE

National Oceanic and Atmospheric Administration

[I.D. 101800LE]

Management and Oversight of the National Estuarine Research Reserve System

AGENCY: National Oceanic and Atmospheric Administration (NOAA).

ACTION: Proposed collection; Comment request.

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 December 22, 2000.

ADDRESSES: Direct all written comments to Madeleine Clayton, Departmental Forms Clearance Officer, Department of Commerce, Room 6086, 14th and Constitution Avenue NW., Washington DC 20230 (or via Internet at MClayton@doc.gov).

FOR FURTHER INFORMATION CONTACT: Requests for additional information or copies of the information collection

instrument(s) and instructions should be directed to Doris Grimm, N/ORM5, Room 11616, 1305 East West Highway, Silver Spring MD 20910-3282 (phone 301-713-3132 x107).

SUPPLEMENTARY INFORMATION:

I. Abstract

The National Estuarine Research Reserve System consists of carefully selected estuarine areas of the U.S. that are designated, preserved, and managed for research and educational purposes. Information is needed from states on proposals for designations. For selected sites the state must submit a management plan and an annual report/work plan. NOAA needs the information to ensure that the sites selected meet national standards.

II. Method of Collection

Much information can be submitted electronically via a Web site. Other information is submitted in paper form.

III. Data

OMB Number: 0648-0121.

Form Number: N/A.

Type of Review: Regular submission.

Affected Public: State, Local, or Tribal government.

Estimated Number of Respondents: 27.

Estimated Time Per Response: 2,000 hours for a management plan or site nomination; 15 hours for an annual report/work plan; and 2 hours for any supporting documentation such as a categorical exclusion checklist, state Historical Preservation Office comments, a preliminary engineering report for activities involving construction, and a Federal Consistency Certification.

Estimated Total Annual Burden Hours: 14,405.

Estimated Total Annual Cost to Public: \$185.

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: October 17, 2000.

Madeleine Clayton,

Departmental Forms Clearance Officer, Office of the Chief Information Officer.

[FR Doc. 00-27184 Filed 10-20-00; 8:45 am]

BILLING CODE: 3510-08 -S

DEPARTMENT OF COMMERCE

National Oceanic and Atmospheric Administration

[I.D. 101800MC]

NOAA Space-based Data Collection System (DCS) Agreements

AGENCY: National Oceanic and Atmospheric Administration (NOAA).

ACTION: Proposed collection; comment request.

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, Pub. L. 104-13 (44 U.S.C. 3506(c)(2)(A)).

DATES: Written comments must be submitted on or before December 22, 2000.

ADDRESSES: Direct all written comments to Madeleine Clayton, Departmental Forms Clearance Officer, Department of Commerce, Room 6086, 14th and Constitution Avenue, NW., Washington, DC 20230 (or via Internet at MClayton@doc.gov).

FOR FURTHER INFORMATION CONTACT: Requests for additional information or copies of the information collection instrument(s) and instructions should be directed to the Direct Services Divisions (E/SP3), Room 3320, FB-4, NOAA, 5200 Auth Road, Suitland, MD 20746-4304.

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 forms that respond to requirements detailed in 15 CFR part 911.

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 Response: 1 hour.

Estimated Total Annual Burden Hours: 390.

Estimated Total Annual Cost to Public: \$500.

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: October 17, 2000.

Madeleine Clayton,

Departmental Forms Clearance Officer, Office of the Chief Information Officer.

[FR Doc. 00-27185 Filed 10-20-00; 8:45 am]

BILLING CODE 3510-12-S

DEPARTMENT OF COMMERCE

National Oceanic and Atmospheric Administration

[I.D. 101700F]

New England Fishery Management Council; Public Meetings

AGENCY: National Marine Fisheries Service (NMFS), National Oceanic and

Atmospheric Administration (NOAA), Commerce.

ACTION: Notice of public meetings.

SUMMARY: The New England Fishery Management Council (Council) is scheduling a public meeting of its Groundfish and Monkfish Oversight Committees in November, 2000 to consider actions affecting New England fisheries in the exclusive economic zone (EEZ). Recommendations from these groups will be brought to the full Council for formal consideration and action, if appropriate.

DATES: The meetings will be held between Monday, November 6, 2000 and Wednesday, November 8, 2000. See **SUPPLEMENTARY INFORMATION** for specific dates and times.

ADDRESSES: The meetings will be held in Peabody, MA and Baltimore, MD. See **SUPPLEMENTARY INFORMATION** for specific locations.

FOR FURTHER INFORMATION CONTACT: Paul J. Howard, Executive Director, New England Fishery Management Council; (978) 465-0492.

SUPPLEMENTARY INFORMATION:

Meeting Dates and Agendas

Monday, November 6, 2000 at 9:30 a.m.—Groundfish Oversight Committee Meeting

Location: Peabody Marriott Hotel, 8A Centennial Drive, Peabody, MA 01960; telephone: 978-977-6478.

The Groundfish Oversight Committee will finalize its recommendations for management alternatives to be included in Amendment 13 to the Northeast Multispecies Fishery Management Plan (FMP). This will include recommendations on rebuilding programs, measures to address capacity issues, and the four broad approaches to management that are under consideration (status quo, adjustments to the status quo, area management, and sector allocation). The committees' recommendations will be reviewed by the Council at its November 14-16 meeting. After approval by the Council, the proposed alternatives will be analyzed and a draft Supplemental Environmental Impact Statement and public hearing document prepared. The committee will meet in a closed session to review advisory panel applications.

Wednesday, November 8, 2000 at 10:00 a.m.—Monkfish Oversight Committee Meeting

Location: Sheraton International Hotel at BWI Airport, 7032 Elm Road, Baltimore, MD 21240; telephone: (410) 691-9827.

The committee will review the Stock Assessment and Fishery Evaluation

(SAFE) Report for 1999, including the Monkfish Monitoring Committee Report. Based on this review, the committee will develop recommendations to the Council for adjustments to the Monkfish Fishery Management Plan for the 2001 fishing year, in accordance with the framework adjustment procedures in the FMP. The committee will review the Monkfish Advisory Panel recommendations on trip limit options to address perceived inequities across fleet sectors, a range of alternatives for monkfish spawning area/time management, and on possible options for bycatch control and minimizing discards of monkfish in small mesh fisheries. The committee will also develop recommendations to the Council for research priorities under cooperative programs with the industry.

Although non-emergency issues not contained in this agenda may come before these groups for discussion, those issues may not be the subject of formal action during this meeting. Action will be restricted to those issues specifically listed in this notice and any issues arising after publication of this notice that require emergency action under section 305(c) of the Magnuson-Stevens Act, provided the public has been notified of the Council's intent to take final action to address the emergency.

Special Accommodations

These meetings are physically accessible to people with disabilities. Requests for sign language interpretation or other auxiliary aids should be directed to Paul J. Howard (see **ADDRESSES**) at least 5 days prior to the meeting dates.

Dated: October 18, 2000.

Bruce C. Morehead,

Acting Director, Office of Sustainable Fisheries, National Marine Fisheries Service.

[FR Doc. 00-27186 Filed 10-20-00; 8:45 am]

BILLING CODE: 3510-22 -S

DEPARTMENT OF COMMERCE

United States Patent and Trademark Office

Submission for OMB Review; Comment Request

The United States Patent and Trademark Office (USPTO) has submitted to the Office of Management and Budget (OMB) for clearance the following proposal for collection of information under the provisions of the Paperwork Reduction Act (44 U.S.C. Chapter 35).

Agency: United States Patent and Trademark Office (USPTO).