



GOES DCS System Use Agreement

General Information

The following is the GOES Data Collection System (DCS) System Use Agreement submitted for GOES DCS access. The Approving Authority has signed and approved this agreement. This SUA is valid for 5 years (1 year for Manufacturers) from the approval date. The policies governing the use of the GOES DCS are printed at the end of this agreement.

SUA ID:	110278	SUA GROUPS (1):	WILCO1
STATUS:	ACTIVE	LAST UPDATE:	3/16/2023
ORGANIZATION:	WILLIAMSON COUNTY	ORGANIZATION TYPE:	DOMESTIC
DEPARTMENT:	EMERGENCY MANAGEMENT	PROGRAM:	FLOOD/FIRE MONITORING
DOMAIN:	GOVERNMENT	RENEW DATE:	
REQUESTER:	MICHAEL SHOE	REQUEST DATE:	03/07/2023
APPROVER:	THOMAS RENKEVENS	APPROVED DATE:	03/16/2023
EXPIRED DATE:	03/16/2028	CANCELLED DATE:	03/16/2028
DESCRIPTION:	FLOOD AND FIRE MONITORING SYSTEM BEING IMPLEMENTED THIS YEAR. THIS DATA WILL BE CONSUMED BY THE NWS AND THE TEXAS FOREST SERVICE (TFS) FOR WEATHER AND FIRE DANGER FORECASTING. THE DATA WILL ALSO SUPPORT THE FLOOD MONITORING SYSTEM THAT I AM IMPLEMENTING COUNTYWIDE. THE DATA WILL ASSIST MY COUNTY BY PROVIDING FORECASTING OF ANTICIPATED WEATHER, FUTURE AND CURRENT FLOOD FORECASTING, AND DAILY FIRE DANGER FOR ME TO MAKE DECISIONS FOR RESOURCE ALLOCATIONS.		

Program Contact

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Final User Contact

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ADDRESS: 911 TRACY CHAMBERS LANE GEORGETOWN, TX 78626

Technical Information

PROGRAM TYPE: METEOROLOGY

PARAMETERS: RELATIVE HUMIDITY, TEMP, WIND SPEED, WIND DIRECTION, RAINFALL, FIRE FUEL, LIGHTNING

START DATE: 06/01/2023

END DATE: 03/01/2030

DATA DELIVERY: UNK

DEPLOY DETAILS: JUNE 2023, AFTER RECEIVING THE EQUIPMENT THAT IS ANTICIPATED IN MAY, 2023.

PLATFORM TYPES

TIMED: 4

RANDOM: 0

BOTH: 0

EMERGENCY: 0

PLATFORM CONFIG

DATA RATE: 300

DATA FORMAT: A

DATA LENGTH: 5

REPORT TIME: 0 HOURS

REPORT INFO: THERE IS MINIMAL AVAILABLE DATA FOR CONSUMPTION BY THE NWS FOR WEATHER FORECASTING. I AM SURE I HAVE SELECTED THE WRONG INFORMATION FOR THE PROVIDED FIELDS AND WOULD LOVE TO DISCUSS WITH SOMEONE AT 512-688-0076. THANKS!

I. Background

The GOES Data Collection System (GOES DCS) is operated by the United States' National Oceanic and Atmospheric Administration (NOAA). The GOES DCS System is managed by NOAA's Office of Satellite 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 Advanced Data Dissemination System (DADDS) data and user management system. Users may also receive data directly from the GOES satellite through Direct Readout Ground Systems (DRGS), or from NOAA's rebroadcast of the data through communications satellites or systems. NOAA is authorized to enter this agreement under the authority granted to it in 15 USC 313 and 49 USC 44720.

II. GOES DCS System Use Policy

1. Scope

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

2. Definitions

For the purposes of this agreement and policy:

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

technical requirements of the GOES DCS.

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

3. Use of GOES Data Collection System

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

4. GOES Data Collection System Use Agreements

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

5. Treatment of Data

All GOES DCS users must agree to permit GOES participating agencies, and their governments' agencies, the full, open and timely use of all environmental data collected from their platforms. This may include the international

distribution of environmental data under the auspices of the World Meteorological Organization. Any proprietary data will be protected in accordance with applicable laws.

6. Technical Requirements

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

III. Understandings

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

IV. User Responsibilities

The user shall:

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

V. Operator Responsibilities

The operator shall:

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

VI. Disclaimers

- a. The operator will make every effort to maintain the GOES DCS in full operation at all times, subject to the availability of appropriations. The operator will bear no responsibility for any losses as a result of the GOES DCS being unavailable.
- b. The operator can not guarantee the timeliness of data dissemination, the accuracy of the data provided, or the suitability of any application what-so-ever, and cannot be held responsible for any damage, including loss of life, resulting from defective operation of the GOES DCS.
- c. In the event of damage being suffered by the goods or personnel of the user or any third parties, and insofar as such damage arises out of the use of the equipment, the operator shall not be held liable.
- d. The user agrees to not make any claim, or bring any action, against the operators or any of their employees or agents. In addition, the user agrees to indemnify and hold each such entity and/or individual harmless against any

such claim or action brought by any third party. Any award of damages, loss, or other expense incurred in connection therewith (including attorney's fees) where such claim or action is based, directly or indirectly, in whole or in part, on the use of the GOES DCS. Indemnification shall not be applicable in those instances where the user is not allowed by applicable law to indemnify.

VII. Period of Use & Termination

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

VIII. Dispute Settlement

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

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

GOES DCS Program Office
NOAA Satellite Operations Facility (NSOF), RM1629
1315 East West Hwy
Silver Spring, MD 20746

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

IX. Return To

GOES DCS SUA Processing Unit
NOAA Satellite Products & Services Division
1315 East West Highway
Silver Spring, MD 20746

IX. For Support

Phone: 301-817-4563
Email: goes.dcs@noaa.gov