

LICENSE AGREEMENT AND LICENSE FOR THE LIMITED PURPOSE OF
RETRANSMITTING THE EMERGENCY MANAGERS WEATHER
INFORMATION NETWORK TRANSMISSIONS

1. LICENSE

The National Oceanic and Atmospheric Administration, National Weather Service (NWS) hereby grants to **[organization's name]** (the Cooperator) a license for the limited purpose of retransmitting NWS Emergency Managers Weather Information Network (EMWIN) and the transmission of related official local emergency and disaster warnings and information. This license is governed strictly by the following agreements terms. It shall become effective when the agreement is signed. And it shall expire when the agreement is terminated.

2. AGREEMENT

A. PURPOSE

This agreement covers the Cooperators operation of its radios use for transmitting EMWIN data and related official local emergency and disaster warnings and information on frequencies that are authorized for NWS. The dissemination of such data by the Cooperator will assist NWS in carrying out its mission of providing warning and forecasts to protect life and property.

The Cooperator agrees that the transmitter system's sole objective is to meet the needs of the Emergency Managers (i.e., to disseminate NWS EMWIN and other such related official local emergency and disaster warnings and information, and that the system will not be used for any other purpose on the frequencies provided.

B. LOCATION

The transmitter system covered by this Agreement will be located in **[complete address]**.

C. EQUIPMENT PROCUREMENT AND INSTALLATION

The Cooperator agrees to provide transmitting equipment that will meet the requirements of the National Telecommunications and Information Administration Manual of Operations and Procedures for Federal Radio Frequency Management, Chapter 5, paragraph 5.3.5.2 (provided as an Attachment to this Agreement), as updated. The Cooperator is solely responsible for ensuring that all aspects of equipment installation and operation meet these requirements.

D. AUTHORIZATION AND OPERATING REQUIREMENTS

The NWS will obtain an authorization for the operation of the transmitter. The authorization shall remain the property of the NWS. The Cooperator shall provide all information required for the authorization application, and it shall operate the transmitter strictly in accordance with this agreement and authorization. The Cooperator shall operate the transmitter continuously. The transmission content will originate from (1) an authorized NWS source and (2) local emergency and disaster warnings and information authorized for transmission by the cooperator. Transmitting information other than in accordance with (1) and/or (2) above shall be valid grounds for termination of this agreement.

Examples of authorized local emergency and disaster warnings and information that may be transmitted by

Cooperators on the EMWIN frequencies that is not provided by NWS:

Lightning data
Radar Imagery (legally obtained)
Modeling
Street and School closings

Examples of unauthorized transmissions:

Music
Advertisements
Non disaster news

The NWS reserves the right to perform random checks on the transmitted signal and to inspect the transmitter, antenna, and/or supporting facilities to ensure compliance with the specifications and the terms of this Agreement. The NWS shall coordinate with the Cooperator prior to any equipment or supporting facility inspection either before, during, or following installation and operation. The Cooperator agrees to provide access to any equipment and supporting facility covered by this agreement within 24 hours of the NWS request.

The Cooperator agrees to inform the NWS signator of this agreement when the frequency authorization is no longer needed.

E. UTILITIES, LEASES, AND COMMUNICATIONS SERVICES

The Cooperator is responsible for all service-related costs for the operation of the transmitter system including, but not limited to lease, power, and communications to bring the program audio to the Cooperator owned transmitter.

F. COORDINATION

The Cooperator shall coordinate a frequency assignment request with the responsible NWS Regional Frequency Manager and the NWS Regional EMWIN Point of Contact. It shall include a description and diagram of the expected coverage areas.

G. MAINTENANCEThe Cooperator is responsible for all aspects of maintenance.

The Cooperator will use qualified and licensed radio technicians for maintenance performed on the transmitter system. The Cooperator shall assign sufficient priority to the maintenance of the transmitter system(s) to ensure that outages are kept to a minimum, equipment failures and malfunctions are acted upon quickly, and equipment performs routinely within technical specifications.

The NWS shall ensure that transmitter emissions meet specifications. The NWS, particularly when made aware of a radio frequency interference (RFI) problem, may request that an immediate technical checkout of the transmitter be performed by the Cooperator. The Cooperator shall comply with said request. If any RFI problem persists, the transmitter must be shut down by the Cooperator until the problem is solved.

H. PUBLICITY

The Cooperator and the NWS office that is responsible for the transmitter service area will coordinate and jointly issue a public announcement covering the new service. If the service is terminated for any reason, the NWS and the Cooperator will

coordinate a public statement explaining the reason(s) for termination.

I. GOVERNMENT SAVED HARMLESS

The Cooperator shall hold and save the Government, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses, for or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of this Agreement.

J. AUTHORITY

NWS is authorized to carry out activities under this agreement pursuant to 15 U.S.C. § 313 and 49 U.S.C. § 44720.

K. FINANCIAL RESPONSIBILITY

All costs associated with the installation, operation, and maintenance of the transmitter system shall be borne by the Cooperator. The NWS's responsibility for costs incurred under this Agreement are limited solely to those necessary to make available the audio program. This agreement is subject to the availability of funds.

L. AMENDMENTS, TERMINATION, EFFECTIVE DATE

Amendments: This Agreement may be amended or modified at any time by the mutual consent of the parties hereto. Termination: This agreement may be terminated either by mutual consent or 60 days advance written notice by either party. NWS may terminate this agreement, effective immediately, if the cooperator fails to adhere to any term contained in this agreement.

Effective date: This Agreement becomes effective when it is signed by the parties below. It shall cease to be effective if it is terminated.

(Director's Name)

(Cooperator's Name)

(Director, NWS Region)

(Cooperator's Title)

(Date)

(Date)

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