

MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES COAST GUARD
AND
THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
NATIONAL WEATHER SERVICE
REGARDING
THE MANAGEMENT OF MARINE WEATHER INFORMATION

I. PARTIES AND PURPOSE:

This Memorandum of Agreement (MOA) between the United States Coast Guard (USCG) and the National Oceanic and Atmospheric Administration/National Weather Service (NOAA/NWS) sets forth the terms under which the agencies will cooperatively endeavor to promote and positively affect the safety of mariners and the safe and efficient conduct of commerce in the United States (U.S.) waters. Among other things, this MOA formally recognizes the USCG-NOAA/NWS Coordination Liaison Group (UNCLOG) as the principal vehicle through which this cooperative effort shall be accomplished at the national level. The background, functions, organization and responsibilities of UNCLOG are set forth at Attachment 1.

II. AUTHORITY AND BACKGROUND:

NOAA/NWS, as authorized by 15 U.S.C. § 313, through its participation in the United Nations' (UN) World Meteorological Organization (WMO), and through the U.S. participation as a contracting nation in the Safety of Life at Sea (SOLAS) Convention (Presidential Executive Order 12234 [EO12234]), issues weather forecasts and warnings for the protection of life and property and for the enhancement of the national economy for the U.S. coastal and Great Lakes waters and major portions of the North Atlantic, Arctic, and Pacific Oceans (WMO meteorological areas [Metareas] 4, 12, and 14); as well as the Tsunami Warning and Education Act, 33 U.S.C. §§ 3201 *et seq.*

The USCG, in accordance with 14 U.S.C. § 707, may cooperate with NOAA/NWS to promote the safety of life and property on and over the high seas and other navigable waters by facilitating the observation, preparation and dissemination of weather information, forecasts and warnings, and may cooperate with NOAA/NWS in accordance with mutually satisfactory terms. The USCG, as authorized by 14 U.S.C. §§ 503, 544, promulgated regulations for the dissemination of marine safety information, including weather and ice information, to mariners, which also satisfy certain requirements of the SOLAS Convention.

The NOAA/NWS and the USCG, or their predecessor organizations, have been cooperating for more than a hundred years in fulfilling their complementary missions. EO 12234 sets forth this cooperative responsibility with respect to the implementation of the SOLAS Convention. This MOA provides an updated, overall framework for organizing and maintaining such cooperation.

III. INTERAGENCY COORDINATION:

Interagency coordination is required at all organizational levels to ensure the most effective cooperation between the USCG and the NOAA/NWS.

The scope of topics coordinated through interagency coordination will include:

- Communications between the USCG and the NOAA/NWS, to include maintaining the configuration of telecommunication links.
- Services, such as meteorological observations, provided by the USCG to support NOAA/NWS missions.
- Services, such as meteorological forecasts and warnings, provided by the NOAA/NWS in support of USCG missions.
- Configuration management of NOAA/NWS text and graphic products to be disseminated over USCG telecommunications facilities.
- Transmission of selected sea ice products by the NOAA/NWS in support of the USCG ice patrol mission.
- Exploring and coordinating common efforts benefiting the missions of both organizations (e.g., proposing/supporting joint budget initiatives and developing/supporting unified positions at National and International forums).

IV. COMMON GOALS:

- A. The USCG and the NOAA/NWS have as a common mission, the protection of life and property for mariners on the Great Lakes, the coastal waters of the U.S. and its territories, and various oceanic areas as determined by U.S. participation in WMO and IMO. In this regard, the agencies complement each other with NOAA/NWS issuing forecasts and warnings and USCG disseminating safety information including weather information. It is the common goal of our agencies to accomplish these missions effectively and efficiently.
- B. In the course of fulfilling their assigned missions, USCG personnel must routinely deal with adverse weather conditions. It is the common goal of our agencies to ensure USCG field personnel and the civil maritime community have sufficient and timely weather information necessary for the safe and successful accomplishment of these missions.
- C. The probability of accurate weather forecasts is enhanced by timely, consistent, and accurate observations. The vast size of the water areas, the lack of natural observational platforms, and the difficulty and cost of maintaining manmade

platforms in often harsh environments inhibit such observations in maritime areas. It is the common goal of our agencies to improve the accuracy and timeliness of marine forecasts and warnings through accurate and timely weather observations. It is also a common goal of our agencies to have manually collected and disseminated observations be eventually replaced by automated systems at all USCG land and ship facilities.

V. RESPONSIBILITIES:

A. Product Dissemination:

- 1) **THE NOAA/NWS AGREES TO** deliver scheduled and emergency weather, tsunami, and other mutually determined, requirements driven products to USCG point of entry locations agreeable to both agencies. These products will be in a format consistent with WMO standards (WMO Manual 386) and with agreed upon network protocols. This will include the transmission of agreed upon sea ice charts. As far as possible, scheduled products will be delivered in sufficient time to allow for broadcast queuing. Except in an emergency, changes to the suite of products will be coordinated to provide the USCG reasonably sufficient time to make any needed changes. Any agreements between local USCG and NOAA/NWS units that may have a national impact will, on a case-by-case basis, be reviewed through UNCLOG. The NOAA/NWS will consider USCG communications capabilities when implementing changes or modifications to its products. The NOAA/NWS will be responsible for all costs and maintenance from the origination up to the agreed to points of entry. The NOAA/NWS will identify to the USCG a 24-hour point of contact for dealing with problems or emergencies.
- 2) **THE USCG AGREES TO** distribute NOAA/NWS products from the agreed to points of entry locations throughout the USCG system for dissemination over its several broadcast vehicles. Such dissemination will be consistent with international standards and agreed upon data protocols. The USCG will be responsible for all costs and maintenance from the points of entry through the USCG dissemination system. USCG will consider NOAA/NWS products when developing and implementing changes or modifications to its communications. Except in an emergency, such changes will be coordinated to provide reasonably sufficient time to allow the NOAA/NWS to adjust its product suite most effectively. Dissemination schedules/priorities will be adhered to, to the best of its ability. The USCG will identify to the NOAA/NWS a 24-hour point of contact for dealing with problems or emergencies.

B. USCG Missions:

- 1) **THE USCG AGREES TO** participate in the NOAA/NWS Voluntary Observing Ship (VOS) program to levels commensurate with necessary security measures and available resources. For those ships and units which are identified by NOAA/NWS as being no longer active or required participants, the USCG will assist NOAA/NWS in the return of loaned instrumentation. The USCG agrees to forward VOS observations received from non-USCG ships via radio to the NOAA/NWS telecommunications system. USCG units should establish means to quickly inform local NOAA/NWS offices of inaccurate forecasts and significant weather related events commensurate with necessary security measures and available resources. USCG should support NOAA/NWS training efforts by, whenever possible, encouraging NOAA/NWS staff to accompany them on short at sea missions and visits to USCG coastal units.
- 2) **THE USCG AGREES TO** primarily use NOAA/NWS analysis and forecast products for USCG field unit decision making, such as weekly weather briefings and extraordinary events, such as hurricanes, winter storms, major oil spills, rescues, large-scale exercises, or other incidents of that caliber. NOAA/NWS will assist in identifying appropriate existing products for use in these purposes.
- 3) **THE USCG AGREES TO** coordinate emergency support with NOAA/NWS. If possible, USCG will, in a timely manner, return reports of weather conditions encountered during the mission.

C. NOAA/NWS Missions:

- 1) **THE NOAA/NWS AGREES TO** provide USCG field units with weather information necessary for the safe and successful accomplishment of their assigned missions. Normally, this will be accomplished through regular, in place, telecommunication channels. However, specific forecasts (i.e., Spot Forecasts) and briefings may be provided for extraordinary events, such as hurricanes, winter storms, major oil spills, rescues, large-scale exercises, or other incidents of that caliber. At the request of the USCG, NOAA agrees to broadcast USCG safety, security and limited public service information, via NOAA Weather Radio in accordance with NOAA policy.
- 2) **THE NOAA/NWS AGREES TO** provide the software, training and instrumentation for those USCG ships and coastal units actively participating in the NOAA/NWS Voluntary Observing Ship (VOS) program. Local NOAA/NWS offices should work in coordination with USCG units to establish criteria for which NOAA/NWS should be notified of inaccurate forecasts and significant events (for example: loss of life, vessel accidents, and hazardous material spills, especially for those cases where an inaccurate forecast, rapidly changing conditions, or hazardous weather may be involved). Local NOAA/NWS offices should assist local

USCG personnel through training efforts and encouraging visits to NOAA/NWS forecast offices.

VI. FINANCIAL OBLIGATIONS:

This agreement is subject to the availability of appropriations. Each party is responsible for funding its respective responsibilities under this agreement. This agreement does not provide for the transfer of funds between the parties.

VII. DURATION OF AGREEMENT, AMENDMENTS, AND TERMINATION:

This MOA will become effective when signed by both the USCG Director of Prevention Policy and the NOAA Assistant Administrator for Weather Services. It will be reviewed every five years to ensure its viability and correctness and may be amended at any time by mutual consent of both parties.

This MOA may be terminated by either party by providing 120 days written notice to the other party.

This MOA will terminate 10 years from the date it is signed.

VIII. RESOLUTION OF DISAGREEMENTS:

Nothing herein is intended to conflict with current USCG or NOAA/NWS directives. If the terms of this agreement are found to be inconsistent with existing directives of either agency, the inconsistent portions will be considered invalid. However, the remaining portions of the MOA will remain in force. At the first opportunity, all necessary modifications will be made addressing the inconsistencies.

IX. POINTS OF CONTACT:

A. For the maintenance and administration of this MOA:

Allison Allen
Chief of the Marine, Tropical and Tsunami Branch
NOAA/NWS
1325 East-West Highway
Silver Spring, MD 20910

CAPT Joseph J. Sundland
Chief Technology Officer
U.S. Coast Guard Headquarters
2703 Martin Luther King Jr Ave SE
Washington, DC 20593

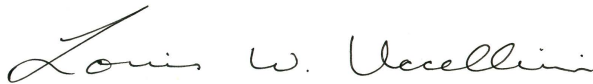
B. For 24-hour telecommunications coordination:

NOAA/NWS Telecommunications Gateway
Chief, Central Communications Control Center
1325 East-West Highway
Silver Spring, MD 20910
301-713-0902

Enterprise Management Facility (tis-322)
Commander, Telecommunications and Information Systems Command
U.S. Coast Guard
7323 Telegraph Road Stop 7300
Alexandria Virginia 20598-7300
EMF Watch: 1-800-847-2479 Ext 5762
E-Mail: TIS-DG-M-EMF@uscg.mil

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Attachment: United States Coast Guard - National Weather Service Coordination-
Liaison Working Group (UNCLOG)

United States Coast Guard - National Weather Service
Coordination-Liaison Working Group
UNCLOG

Mission: The mission of UNCLOG is to enhance and expedite cooperative activities between and among the USCG, NOAA/NWS, and the National Geospatial-Intelligence Agency (NGA) as the separate agencies fulfill their various missions. (Even though it is not a signatory to the attached MOA, NGA is included herein as a participant in UNCLOG.)

History: UNCLOG began in 1990 as a small working group to coordinate communications between the NOAA/NWS and the USCG. Ten years after its inception, NGA, which issues hazards to navigation notices, was asked to join UNCLOG.

Organization: UNCLOG is a working level group made up of representatives from the USCG, NOAA/NWS, and NGA.

Membership: The NOAA/NWS and the USCG shall each designate one person to be co-chairpersons of UNCLOG. Together, they shall establish meeting times and places, develop agendas, take and record notes of meetings, and follow up on any action items. Other representatives from affected NOAA/NWS and USCG organizations will, as necessary, participate as UNCLOG members. The parties to this MOA may invite other interested Federal Government agencies to participate in UNCLOG activities. Observers from other organizations may participate if invited by the co-chairpersons.

Meetings: Meetings should be held at least three times a year at times and places set by the co-chairpersons.

Scope of Authority:

- 1) UNCLOG is a mechanism by which the member organizations can coordinate efforts to more efficiently and effectively implement procedures and policies from their respective organizations.
- 2) UNCLOG does not make policy. However, UNCLOG can be used as a vehicle for developing and providing justification for policies and recommendations.
- 3) Also, UNCLOG may be used as a vehicle for exploring, developing, and jointly proposing budget initiatives beneficial to member agencies.

- 4) UNCLOG shall be responsible for the configuration management of NOAA/NWS text and graphic products to be disseminated over USCG telecommunications facilities.
- 5) Otherwise, UNCLOG shall generally follow the topics noted in section 3 of the MOA.

Procedures: UNCLOG business will normally be handled informally, to the extent it can be done, in accordance with good business practice. The co-chairpersons will ensure accurate notes are kept and disseminated to member agencies. Decisions at the meetings shall be reached via a consensus.