



----- PUBLISHER AGREEMENT -----
Terms and Conditions for
Publishing and Distributing NOAA Tide Tables and Tidal Current Tables

1) PURPOSE –

The Center for Operational Oceanographic Products and Services (CO-OPS), National Ocean Service, NOAA compiles the Tide Tables and Tidal Current Tables (Tide and Current Tables) for the United States. The printed version of these Tables is used by regulated vessels for navigation and to comply with U.S. Coast Guard carriage regulations mandated in Code of Federal Regulations 33 CFR 164.33, and they are used by others for navigation and other purposes. As such, Tide and Current Tables are an important contributor to the accomplishment of NOAA’s mission of supporting the nation’s commerce with information for safe, efficient, and environmentally sound marine transportation.

NOAA’s purpose in establishing Publisher Agreements is to enhance the safety and efficiency of marine navigation by providing mariners paper Tide and Current Tables that have been updated by NOAA and published by commercial companies. Publishers play an important role in this safety mission by acting as manufacturers and distributors of Tide and Current Tables whose effort is funded and incentivized by their sale of the resulting publications.

This Publisher Agreement permits entities to receive official digital data files from NOAA which, when printed according to the NOAA standards, and the terms and conditions herein, will produce Tide and Current Tables which the Publisher may then sell. This Agreement describes the conditions under which an authorized Publisher agrees to print and sell the official Tide and Current Tables.

2) AUTHORITIES –

a) 33 U.S.C. 883b, which states:

“In order that full public benefit may be derived from the operations of the National Ocean Survey by the dissemination of data resulting from the activities herein authorized, and of related data from other sources, the Secretary of Commerce is authorized to conduct the following activities:

- (1) Analysis and prediction of tide and current data;
- (2) Processing and publication of data, information, compilations, and reports;

b) 33 U.S.C. 883f, which states:

“The Secretary of Commerce is authorized to contract with qualified organizations for the performance of any part of the authorized functions of the National Ocean Survey when he deems such procedure to be in the public interests.”

c) 33 U.S.C. 892a(b)(2) which gives the Administrator the following authority:

“may enter into contracts and other agreements with qualified entities, consistent with subsection (a)(8) of this section, for the acquisition of hydrographic data and the provision of hydrographic services;”

The authority in 33 U.S.C. 883b(2) and (3) permits the compilation of the Tide and Tidal Current Tables. The authority in 33 U.S.C. 883b(4) permits their distribution. The authorities in 33 USC 883f and 33 USC 892a(b)(2) and (3) permit contracts such as this Agreement.

3) **DEFINITIONS** –

Authorized NOAA Publisher (hereinafter referred to as “Publisher”) means an entity that has signed this Agreement, has had this Agreement cosigned by NOS, and who is adhering to the terms and conditions herein while printing and distributing Tide and Current Tables.

Tide and Current Tables mean a printed version of NOAA files, printed in conformance with specifications and standards promulgated by NOAA, and adhering to the terms and conditions of this Agreement. The Tide and Current Tables are an official NOAA Tide Tables and Tidal Current Tables that may be used to meet Federal carriage tide table regulations.

NOAA files mean digital data produced by NOAA for the purpose of printing Tide and Current Tables. These digital data, when printed in accordance with NOAA standards, produce a NOAA Tide Tables and Tidal Current Tables.

4) **METHOD OF APPLICATION TO BECOME A NOAA PUBLISHER** – An entity may apply to become a Publisher by agreeing to the terms herein, and submitting a signed copy of this Agreement to:

Director
Center for Operational Oceanographic Products and Services,
NOAA (N/OPS 3)
1305 East West Highway
Silver Spring, MD 20910
United States

The Agreement will become effective upon co-signing by an authorized NOAA official. NOAA shall unilaterally determine whether to accept an applicant as an authorized Publisher.

5) RESPONSIBILITIES OF A NOAA PUBLISHER – Publisher agrees to:

- a) Adhere to the standards of quality and service for Tide and Current Tables, their delivery, and related matters as specified by NOAA. Said standards are appended to this Agreement and are part of this Agreement.
- b) Sell only Tide and Current Tables made from the most recent NOAA manuscript files in order to ensure that mariners have the most up-to-date information. When notified that files have been updated or replaced, Publisher shall begin using the updated or replaced files immediately.
- c) Retrieve the NOAA manuscript files as produced by NOAA and in the manner specified by NOAA, e.g. by CD.
- d) Perform any necessary file manipulation to produce a final Tide and Current Tables product that complies with the NOAA Tide and Current Table standards and specifications and with this Agreement.
- e) Perform quality control on NOAA's manuscript files with errors reported back to NOAA promptly for correction. This quality control shall be limited to items that would impact the Publisher's operations and responsibilities.
- f) Maintain software and other necessary systems which accurately reproduce the printed Tide and Current Tables manuscripts using the electronic files and fonts provided by NOAA.
- g) Manufacture and offer for sale the entire suite (all 6 books) of the Tide and Current Tables. This shall include all versions and customizations offered by NOAA now and in the future.
- h) Make the most current edition of the Tide and Current Tables continuously available so long as this Agreement is in effect.
- i) Protect from corruption or theft the digital files using industry-standard computer security practices.
- j) Protect from public release the NOAA files and use said files only in the production of the Tide and Current Tables.
- k) Make no advertisement or claim that is inaccurate, misleading, encourages an unsafe navigation practice, or results in embarrassment to the Department of Commerce or to NOAA.
- l) NOAA requests, but does not require, that a complimentary copy of each annual edition of the Tide and Current publications be provided to CO-OPS for review and verification.
- m) Additional copies will be sold to NOAA at the lowest available wholesale price offered to any other entity such Tide and Current Tables as NOAA may order.

6) RESPONSIBILITIES OF NOAA –

- a) Provide NOAA manuscript files to the Publisher so long as this Agreement is valid and in force. The files include those listed below.

- i) PDF files – a separate Adobe Acrobat PDF file for each main (reference) station and each section of the tables, for each of the six publications
- ii) PDF book files – an Adobe Acrobat PDF file which combine all PDF files, in proper order, to form each of the six publications.
- iii) Logo box – Graphical box with NOAA emblem and DOC seal which notes the publication meets USCG requirements 33 CFR Ch 1, 164.33 Charts and Publications.
- iv) Fonts – Electronic copies of fonts used in the development and printing of the Tide and Current Tables publications.
- b) Establish the official status of the resulting products for meeting Tide and Current Table carriage regulations of the U.S.
- c) Publicly recognize Publisher’s compliant products as “official NOAA Tide Tables and Tidal Current Tables”.
- d) Accept responsibility for the correctness of the original files provided for assembly into official Tide and Current Tables.
- e) Establish a retail price cap on Tide and Current Tables.
- f) Consult on selection of fonts, papers and layout.
- g) Perform quality control on each new edition and after substantive changes to software or processes, or shall explicitly waive such action.
- h) Make a good-faith effort to keep all data files available at all times.

7) **ADVERTISEMENTS** – Publisher may include advertisements and additional information in their printing of the Tide and Current Tables publications.

- a) Any included advertisements or information shall be placed before the title page or after the last page of the index.
- b) No advertisement will be included which may result in embarrassment to the Department of Commerce or to NOAA.
- c) Advertisements may not imply support of any products or services by the Department of Commerce or NOAA.

8) **SALES PRICE** – Publisher agrees to limit the retail price of Tide and Current Tables he or his sub-publishers produce and/or sell to no more than \$35.00 per tide table. Shipping, handling, and taxes may be added to this amount. NOAA shall have the authority to unilaterally change this price cap at its discretion.

9) **PAYMENTS TO NOAA** – Publisher shall pay NOAA an amount equal to charge for Annual Tide and Tidal Currents on CD required to be collected by NOAA. NOAA shall have the right to reasonably change the amount of the payment as it deems appropriate or as it shall be required to do by law.

Said payment shall be calculated and paid within thirty (30) days after receiving the invoice by check made payable to “U.S. Department of Commerce, NOAA,” at an address specified by NOAA.

- 10) **RETAILERS, REDISTRIBUTORS, REMOTE PRINTERS AND SUB-PUBLISHERS** – may establish networks of retailers, redistributors, sub-publishers, and/or remote publishers. Publisher may establish prices and terms and conditions with these retailers and redistributors. Publisher shall insure that its retailers, sub-publishers, and distributors adhere to the terms and conditions herein, and that they are only selling tide tables made from the most recent NOAA manuscript files.
- 11) **DURATION OF THE AGREEMENT AND RENEWAL** – This Agreement shall be for a term of 5 years commencing from the date of the last signature. Publishers may apply for a new Agreement at the expiration, the acceptance of which shall be treated as a new application by NOAA.
- 12) **TERMINATION** –
- a) NOAA may terminate a Publisher’s agreement, its access to NOAA manuscript files, and its status as a Publisher at any time and without prior notification if, in its sole judgment, public safety is adversely affected by actions or products of the Publisher.
 - b) NOAA may terminate a Publisher’s agreement and its access to NOAA manuscript files at any time by giving 30 days written notification if, in its sole judgment, the Publisher is not in conformance with the Terms and Conditions stated herein. Publisher shall have said 30 days to remedy any lack of conformance to the Terms and Conditions identified by NOAA. Publishers terminated for Agreement infractions normally will not be considered for reinstatement for a period one year.
 - c) Either party may terminate this Agreement without cause at any time by giving 60 days written notification.
- 13) **RECORD KEEPING** –
- a) Publisher agrees to submit to NOAA at the end of each calendar year a report on the number copies sold for each of the six Tide and Current Tables publications.
- 14) **AUDIT AND INSPECTION** –
- a) A representative of NOAA may audit the Publisher’s compliance with this Agreement at any time.
 - b) A representative of NOAA may inspect a Publisher’s Tide and Current Tables at any time. Publisher shall supply all 6 books at no cost to NOAA upon request for this purpose.
 - c) Publisher agrees to provide information requested by NOAA’s representative in the performance of an audit or inspection.
 - d) Publisher agrees to take corrective action identified by NOAA from an audit or inspection within 24 hours or as soon thereafter as is reasonably practical.
- 15) **USE OF THE DEPARTMENT OF COMMERCE SEAL, NOAA EMBLEM AND NAME** – Publisher may use the phrase “Authorized NOAA Tide Table Publisher” and the “Authorized NOAA Tidal Current Table Publisher”, in correspondence and promotional materials.

The printed copies of the Tide and Current Tables will include a copy of the “Logo Box” described in paragraph 6a, which includes a copy of the NOAA Emblem and Department of Commerce seal, on either the front or back cover of the publication.

All other use of the NOAA emblem, NOAA name or DOC seal is strictly prohibited without prior written consent from NOAA.

- 16) **FRANCHISE** – Publisher does not have exclusive franchise to distribute NOAA Tide and Current Tables in any geographic area or to any group of consumers. NOAA reserves the right to determine the number of Publishers. NOAA may choose to manufacture and distribute Tide and Current Tables itself in order to assure a reliable and broadly available Tide and Current Tables supply.
- 17) **INSURANCE** – Publisher agrees to carry insurance of a type and in an amount reasonably appropriate for the product being printed and sold.
- 18) **LIABILITY** – Publisher agrees to indemnify and hold harmless the U.S. Government for any loss, claim, damage, or liability of any kind, arising out of actions by the Publisher, its employees, or any Party acting on its behalf or under its authorization, in performance of activities under this Agreement.
- 19) **TRANSFER OF AGENCY** – This Agency is not transferable. A change in ownership, firm name, or address must be reported immediately to the NOAA in writing. A new Agreement will be required for a change in ownership or firm name.
- 20) **CONFIDENTIALITY** – Any Publisher reports, marketing methods, business information, and other business confidential material disclosed to NOAA by Publisher, and appropriately identified as confidential, shall be deemed confidential and proprietary to Publisher. Unless otherwise required by law, NOAA shall not reveal to any third party any confidential information so disclosed during the term of this Agreement.
- 21) **AMENDMENT** –
 - a) The Terms and Conditions herein may be amended unilaterally by NOAA if, in its sole judgment, public safety is adversely affected by actions or products produced under this agreement. NOAA shall make reasonable recognition of the time required for Agent to accommodate said change.
 - b) The Terms and Conditions herein may be otherwise reasonably amended by NOAA upon giving Agent 30 calendar days notice and opportunity for comment; provided that Agent may within 30 calendar days thereafter terminate this agreement.
 - c) NOAA may reasonably amend the NOAA Tide and Current Tables Specifications and Standards at any time in order to better fulfill its mission.
 - d) Amendments shall apply to all Agent Agreements including those already in effect in order that all Agents are subject to identical Agreements.

22) **ACTIONS NOT EXPRESSLY PERMITTED** – Actions not explicitly permitted to a Publisher by this Agreement, and which are related to the printing and distribution of NOAA Tide and Current Tables and the use of NOAA manuscript files, are prohibited.

ACCEPTANCE BY PUBLISHER

I agree to become an authorized NOAA Publisher, and accept and will adhere to the foregoing terms.

Signed (for the Publisher) Date

Printed Name:

Business Name:

Address:

Contact Information (for Public Distribution)

Phone: _____

Fax: _____

E-mail: _____

Website Address: _____

Point of Contact (for NOAA use)

Name: _____

E-mail: _____

Phone: _____

ACCEPTANCE BY NOAA

Above named company is accepted as an authorized NOAA Tide and Current Table Publisher.

Signed (for NOAA) Date

Printed Name:

Center for Operational Oceanographic Products and Services
NOAA (N/OPS3)
1305 East West Highway
Silver Spring, MD 20910
United States

NOAA Point of Contact

Name: _____

E-mail: _____

Phone: _____

NOAA Tide and Current Table Specifications and Standards

A sample Tide and Current Table may be obtained from NOAA for use as a comparison standard. All Tide and Current Tables produced to meet these Standards and Specifications shall be comparable to this comparison standard, and in all respects shall be suitable for their intended purpose.

- 1) Manufacture the Tide and Current Tables exactly as they are provided by NOAA and without modification from title page to the last page of the index.
- 2) Publishers may include advertisements or other information before the title page or after the last page of the index. Advertisements may not result in embarrassment to, or imply support of the product or service by, the Department of Commerce or NOAA.
- 3) In the event that some assembly of tide table pieces is required, the assembly instructions provided by NOAA shall be followed exactly.
- 4) Only the most recent NOAA Tide and Current Tables files made available by NOAA shall be used to print NOAA Tide and Current Tables.
- 5) The tide tables fonts shall be those specified by NOAA and shall not be discernibly different from the fonts in the NOAA-provided comparison standard.
- 6) Updates to NOAA Tide and Current tables provided by NOAA shall be made readily available to Publishers' customers in a timely manner.
- 7) Publisher printing the NOAA Tide and Current Tables shall identify them self on each product along with contact information.
- 8) Quality shall be suitable for the intended use and shall be comparable to the comparison standard provided by NOAA.
- 9) NOAA requests, but does not require, that a complimentary copy of each Tide and Current Tables publication be provided to NOAA, Center for Operational Oceanographic Products and Services for review and verification of these standards. These copies will be shipped to:

NOAA, Center for Operational Oceanographic Products and Services
Attention: Tide and Current Tables
1305 East-West Highway, N/OPS3
Silver Spring, MD 20910