

AGREEMENT

This Agreement is by and between _____, a recognized frequency coordinator, (Coordinator) and the American Radio Relay League, Incorporated, (the League) the national association for Amateur Radio with headquarters in Connecticut.

Recitals

A. Coordinator provides frequency coordination services to the Amateur Radio community on a voluntary, uncompensated basis, with the intention of contributing to the orderly and efficient use of shared Amateur Radio frequency bands and to minimize instances of harmful interference between and among repeater users. In this capacity, Coordinator compiles, maintains and administers databases of repeater, auxiliary, and/or other fixed Amateur Radio facilities.

B. The League, among other things, publishes listings of repeaters and certain other fixed stations. Such League publications, including its Repeater Directory® (the Directory), are widely used by and are useful to traveling radio amateurs, including the users of the repeaters and fixed facilities in the geographic area served by Coordinator.

C. Coordinator has an interest in the presentation and form of its database, to the extent that it is a compilation of data concerning Amateur Radio fixed stations. Coordinator is willing to periodically provide database information, verified to the best of Coordinator's ability, in a form useful to the League, and a non-exclusive license to utilize and to publish Coordinator's presentation of the compiled data by the League in its publications, all on the terms and conditions set forth in this Agreement.

Now, therefore, the parties agree as follows:

1. Coordinator agrees to provide its database information to the League periodically and regularly, at intervals to be specified by the League (but in no event less frequently than annually) via the League's website. Coordinator grants to the League the full authority to utilize, publish and distribute the database information compiled by Coordinator in League publications. Coordinator understands that the League will use this information in publications intended for use by radio amateurs. These products are published for sale and sold by the League. The data compilation supplied by Coordinator includes some or all of the following information about repeaters and other fixed Amateur Radio stations, systems and facilities: call sign; general location; output frequency and transmit offset or frequency; access parameters (CTCSS, etc); sponsor; and call sign(s) and location(s) of other linked repeaters or fixed Amateur stations (if applicable). The League has exclusive authority to determine how this information will be presented in its publications, and it may or may not use the presentation format or form utilized by Coordinator. However, the League will not use this information for any coordination purpose whatsoever. The League may accept information for the Directory regarding coordinated facilities from sources other than Coordinator, including but not limited to repeater trustees or authorized club officers.

2. Coordinator agrees to utilize ARRL's online database management software, at www.arrl.org/repeater-coordinators, and understands that database file submissions will not be accepted during the term of this Agreement. Coordinator agrees to provide, update and correct information via this web site at reasonable intervals throughout the term of this Agreement, and in any case not less than annually. However, Coordinator will use all reasonable efforts to update its information prior to January 30 of each year during this Agreement, so that it can be used in the printed version of the *Directory*, so you are encouraged to make sure your records are as accurate as possible before that date.

3. This Agreement is effective as of January 1, 2014. The initial term of this Agreement is two (2) years. It is subject to termination at the end of the initial term by either party not later than ninety (90) days prior to the expiration of the initial term. If neither party provides such notice, then this Agreement will automatically renew for additional, successive two (2) year terms until such time as either party provides notice that it intends to not renew the Agreement for an additional two (2) year term. This Agreement may also be terminated by either party in the event of a material breach by the other party, upon written notice, following a thirty (30) day opportunity for the breaching party to cure any such breach.

2. This Agreement is not assignable by either party. The League is authorized to use the database information in whatever form and format the League sees fit, and the data contained therein may be used at its discretion in publications produced by the League without limitation. The League will be entitled to continue to utilize the information previously provided by Coordinator pursuant to this Agreement after the termination thereof without limitation. Coordinator reserves all rights it may have in the presentation of its compilation of data, except as specifically set forth herein. Nothing in this Agreement will grant coordinator any interest in any League publication, and nothing herein constitutes any joint venture, partnership or other business association whatsoever. Coordinator does not by virtue of this Agreement become an employee or independent contractor of the League and neither party has any authority to bind the other.

3. No royalties, copyright fees or other compensation shall become due or payable to Coordinator from the League pursuant to this Agreement or otherwise. Good and sufficient consideration exists and is acknowledged by both parties for the performance of the obligations contained herein. It is agreed and acknowledged that it is in the best interests of both parties and in the best interests of radio Amateurs generally to have reliable, timely publications available concerning repeaters, fixed Amateur stations and certain other data. The League will, however, timely reimburse Coordinator for Coordinator's expenses in assembling, providing, updating and correcting the database information and in compiling the data, in an amount not to exceed \$1.00 per repeater or other station listing, provided that the Coordinator accesses the Repeater Directory Database online at least once per year, and provides, updates and corrects the data. The League maintains logging software for the purpose of monitoring database access. , .

4. Coordinator warrants and represents to the League as follows: (A) that the data provided to the League will have been verified by Coordinator in good faith, and it will be periodically updated as necessary to the best of Coordinator's ability, so that it will be accurate to Coordinator's knowledge, information and belief; (B) that the data presentation and compilation provided to the League is not subject to any prior or subsequent claim by any other entity; (C) that it infringes on no copyright or proprietary interest of any third party; and (4) that it contains no unlawful or defamatory material. The execution of this Agreement violates no prior contract or agreement to which Coordinator is a party and the signature below by a representative of each party hereto is fully authorized by that signing party without reservation.

5. Coordinator will have no editorial control over the content of any League publication. This Agreement supersedes any prior understanding between the parties relative to the use by the League of the presentation of the data to be provided by Coordinator data or the compilation of it.

