

NATIONAL SCIENCE FOUNDATION

OFFICE OF THE DIRECTOR

WASHINGTON, D.C. 20550

SEP 28 1965

Mr. Fred W. Roecker
Assistant Director for Administration
National Center for Atmospheric Research
Post Office Box 1470
Boulder, Colorado 80301

Dear Mr. Roecker:

The Environmental Science Services Administration and the National Science Foundation have signed an agreement making a fifty by fifty foot parcel of land on the north slope of Mauna Loa in the State of Hawaii available as a site for a K-Coronameter. In accordance with our letter of August 16, we are forwarding a signed copy of the agreement for your records.

Sincerely yours,

John T. Wilson
Deputy Director
and Contracting Officer

Enclosure

UNITED STATES DEPARTMENT OF COMMERCE

Weather Bureau

ENVIRONMENTAL SCIENCE SERVICES ADMINISTRATION

PERMIT FOR USE BY THE NATIONAL SCIENCE FOUNDATION (NSF)
OF CERTAIN LAND LOCATED ON THE WEATHER BUREAU OBSERVATORY SITE AT
MAUNA LOA, STATE OF HAWAII

WHEREAS, the United States Department of Commerce, Environmental Science Services Administration, Weather Bureau, has, under the Governor of Hawaii, Executive Order 1720 dated January 28, 1956, been granted control and management of a Weather Bureau Station site on Mauna Loa, State of Hawaii, and

WHEREAS, the National Science Foundation, hereinafter referred to as NSF, has requested permission to occupy a fifty by fifty foot land area on Weather Bureau grounds adjacent to the south boundary of the Weather Bureau site, and

WHEREAS, NSF, through its contractor, the University Corporation for Atmospheric Research, proposes to construct and operate a laboratory for the conduct of scientific research on the Mauna Loa Slope, and the Weather Bureau welcomes and supports these additional scientific studies,

NOW THEREFORE, the Department of Commerce, Environmental Science Services Administration, Weather Bureau, hereinafter referred to as the Bureau, hereby grants permission, by this use permit to NSF, its employees, agents, or contractors, rent-free use of such land subject to the following:

1. Land Area: A fifty foot by fifty foot land area adjacent to the Weather Bureau south boundary.
2. Building Plans and Specifications: NSF, through its contractor, will coordinate its building plans with the Bureau and receive Bureau clearance for buildings and facilities such as electrical power conduits, an access road, and other construction prior to initiation of such work. Title to NSF financed improvements to the land and supplies, equipment and other nonexpendable property will remain vested in NSF.
3. Maintenance and Upkeep of Property: NSF will be responsible for maintenance and upkeep of its property without cost or expense to the Bureau, and will keep in good appearance and repair the premises herein authorized to be used.
4. Facilities to be Provided by the Bureau: The Bureau will provide power in the amount of approximately five (5) kilowatts subject to NSF paying its share of fuel costs incurred by the Bureau.

5. Term of Use Permit: The term of this permit is indefinite with the understanding that if the Bureau finds it necessary to revoke the permit, it will give one year's written notice to this effect. It is also understood that if the Bureau's permit for the use of its site at Mauna Loa is withdrawn, NSF's rights under this use permit will be withdrawn at the same time.

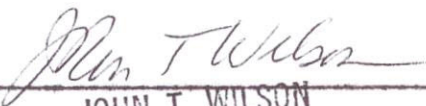
6. Disposition of Property Upon Relinquishment or Revocation of Permit: Upon revocation or relinquishment of this use permit, title to permanent improvements to the land that were made by NSF shall vest in the Bureau, PROVIDED THAT the Bureau shall desire to acquire such improvements. If a determination is made by the Bureau that it does not wish to acquire such improvements, NSF agrees to restore the site to its original condition without further expense to the Bureau.

7. Noninterference with Bureau Activity: It is agreed that this use permit is granted to NSF on the premise that there will be no interference with Bureau activity on Mauna Loa by reason of NSF activity. If any such interference should develop, NSF agrees to remove promptly the source of such interference or to take any other action necessary to correct the situation.

8. Effective Date: This use permit is effective upon the date of execution by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last date given below:


NATIONAL SCIENCE FOUNDATION

By: 
 JOHN T. WILSON
 Deputy Director

Title: _____

Date: August 16 1965

DEPARTMENT OF COMMERCE
 Environmental Science Services
 Administration
 Weather Bureau

By: 
 B. F. Loveless

Title: Contracting Officer

Date: August 24, 1965