

MEMORANDUM OF AGREEMENT
BETWEEN THE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
AND THE
UNITED STATES GEOLOGICAL SURVEY
FOR THE
PROVISION OF LANDSAT DATA
PRODUCTS AND SERVICES
BY THE
EROS DATA CENTER
SIOUX FALLS, SOUTH DAKOTA

SECTION I: PURPOSE AND AUTHORITY

Recognizing that the National Earth Satellite Service (NESS) of the National Oceanic and Atmospheric Administration (NOAA), will assume from the National Aeronautics and Space Administration (NASA) the responsibility for the operational Landsat D space and ground systems; and

Taking note that this transfer will take place beginning approximately the end of January 1983; and

Recognizing that the EROS Data Center (EDC) of the U. S. Geological Survey (USGS), will continue to serve as the principal national archive for data from the Landsat satellites and as the supplier of standard data products and services derived from these satellites; and

Recognizing that NOAA will be held accountable for the overall effectiveness of the Landsat program upon its takeover from NASA, and that NOAA must exercise a reasonable degree of management control over all aspects of the program, including data archiving and the provision of standard data products and services; and

Further recognizing that to meet its overall management responsibilities, NOAA must control the type and quality of standard data products and services offered for sale to Federal and non-Federal users, domestic and foreign, and the unit charges for such data and data services;

It is, therefore, the purpose of this agreement to establish (1) the functions and management relationships between NOAA and EDC; (2) the respective responsibilities for funding the Landsat activities at EDC; and (3) the mechanisms for technical interface between the NOAA and EDC portions of the Landsat program; and to set forth such other matters as may be necessary.

The authority for NOAA to enter into this agreement is contained in annual appropriations to NOAA to plan for and operate the Landsat program; NOAA's authority to conduct hydrographic, topographic and geodetic surveys (33 USC 883a); to cooperate with other agencies on projects of mutual interest (15 USC 1525); and to place requests with other agencies for services that they are equipped to render (31 USC 686). Authority for USGS to enter into this agreement is contained in the Economy Act of June 30, 1931 (31 USC 686).

SECTION II: RESPONSIBILITIES, FUNDING, AND MANAGEMENT

A. Definitions

For purposes of this agreement, Landsat data includes data from the Multispectral Scanner (MSS), Return Beam Vidicon (RBV), and Thematic Mapper (TM) sensors; standard real-time data products and services include user access to the digital data from of the Landsat D preprocessing system at the Goddard Space Flight Center and the user's ability to request data acquisition by the satellite; and standard retrospective data products and services include final processing and archiving of MSS and RBV data, and such TM data as shall be available in the future, and reproduction of archived data upon request.

B. Responsibilities

1. NOAA has the ultimate responsibility for the provision of all standard data products and services derived from the Landsat program. Upon the effective date of this agreement, NOAA will also be responsible for archival and retrospective data services related to all Landsat data acquired by EDC from the inception of the NASA program in 1972. NOAA will specify the anticipated volumes of new data to be entered into the archives each year, and will, in consultation with EDC, estimate the anticipated volumes of data and data services to be provided to users by EDC each year.

2. Under this agreement EDC, acting as the NOAA agent, will serve as the principal national archive for Landsat D MSS data, and of such TM data as shall be agreed upon, and will provide such standard data products and services as shall be specified in an implementing agreement (see Section VII). As is feasible, EDC will advise and assist NOAA in anticipating the volumes of data products and services likely to be required by users each year, and will suggest changes in the standard data products and services offered for sale. EDC will also advise and assist NOAA in establishing unit prices for standard data products and services.

C. Funding EDC Landsat Activities

1. Base Program

To support the annual EDC level of effort agreed upon in an implementing agreement, NOAA will reimburse the USGS for all direct costs incurred in processing, archiving, and distributing standard Landsat data products and services. The USGS will fund for and provide those common center and facility services necessary to support this activity.

2. Reimbursables

Effective October 1, 1982, NOAA will have title to the revenues generated from the EDC sale of all standard Landsat data products and services.

3. Transfer of funds to EDC

From its appropriations, NOAA will transfer to EDC at the beginning of each fiscal year, or as soon thereafter as possible, such funds as the two parties agree (see Section VII) are necessary to support the approved EDC level of effort.

D. Interface With the Users of Landsat Data

1. Respective Data Responsibilities

Effective October 1, 1982, NOAA will be responsible for providing standard Landsat data products and services, including information related to the content of the Landsat archives. Subject to the terms of an implementing agreement (see Section VII) and Paragraph 2 below, EDC will support and assist NOAA in these activities.

2. Management of the Landsat User Interface Activities

The NOAA plans to establish a central point of contact for users of standard Landsat data products and services. The EDC and the USGS National Cartographic Information Centers (NCIC), will support this NOAA activity by continuing to provide information on the Landsat archives and accepting orders for standard Landsat data products and services.

E. Management of EDC Landsat Activities

1. On-Site Management at Sioux Falls

The existing EDC management organization will continue to have day-to-day responsibility for carrying out those functions assigned to the Center by NOAA. Such activities will be performed in response to NOAA policy as provided by the on-site NOAA staff to the Chief, EDC, and the EDC line-management staff as specified in an implementing agreement (see Section VII).

2. Bilateral Coordination and Resolution of Conflicts

The ongoing daily responsibility for the execution of this agreement rests with the Chief, EROS Data Center and the NESS Chief of

Landsat Operations. Issues and problems that cannot be resolved at this level, or by the NOAA Assistant Administrator for Satellites and the USGS EROS Office Chief shall be brought to the co-chairpersons of the NOAA/USGS Interagency Committee for Program Coordination for resolution or for referral to higher authority.

Meetings between the agency designates at any given level will be held as needed to review the program and resolve conflicts. These meetings may be called by either party.

SECTION III. EXCLUSION OF CERTAIN EDC LANDSAT ACTIVITIES

This agreement covers those EDC activities directly related to the processing and archiving of Landsat data and the provision of standard data products and services to the broad community of users. EDC's Applications and Information Systems Research and Development and its training programs in the use of Landsat data, including similar activities undertaken by EDC at the request of other agencies, are conducted primarily to meet the needs of the Department of the Interior. They are not subject to this agreement. To the extent these efforts produce information or techniques that are useful in the provision of the services covered under this agreement, they will be provided to NOAA as will the results of research or demonstration programs conducted by other Federal agencies. Should NOAA request EDC to conduct specific research or development activities, these activities will be covered by inter-agency agreements to be negotiated separately.

SECTION IV. PRODUCT PRICING

NOAA will establish unit prices for standard Landsat data products and services produced by EDC. To the extent it is able to do so, EDC will advise and assist NOAA in establishing future prices.

SECTION V: RELEASE OF PUBLIC INFORMATION

Release of public information on Landsat data services may be initiated by either NOAA or EDC. Joint press releases should be issued where appropriate. Before joint press releases are issued, clearance and final approval must be given by NOAA and the USGS. This provision does not apply to EDC's training programs or its research and demonstration activities with respect to the Department of the Interior's application of Landsat data.

SECTION VI: INTERNATIONAL RELATIONS

EDC has had considerable experience in dealing with foreign users of Landsat data and has supported NASA activities involving foreign Landsat ground stations. NOAA expects to continue to draw on EDC in support of its international remote sensing activities related to land remote sensing from space. An implementing agreement (see Section VII) will define EDC's support role under this agreement.

SECTION VII: IMPLEMENTING AGREEMENTS

The NOAA Deputy Assistant Administrator for Satellites and the Chief, EROS Data Center are authorized to enter into and modify as necessary implementing agreements within the broad policy guidance specified in this agreement. Implementing agreements will include but not be limited to:

A. Technical considerations, including

1. Definition of the product line to be offered to users, including the addition of new products and services and the termination of existing products and services.
2. Performance specifications, quality control, goals for processing time, product rejection and rework policies, and similar technical or performance matters related to EDC products and services.
3. Technical and program interface between the portions of the Landsat D program under the direct control of NOAA and those portions of the program performed by EDC.

B. Management considerations, including

1. Management relations at Sioux Falls between the NOAA representative(s) and the EDC manager(s) such as
 - a. day-to-day working relationships
 - b. coordinating budgets and long range planning
 - c. renegotiations of EDC contracts for supporting services, and
 - d. assistance by the National Cartographic Information Centers in providing user access to the EDC Landsat archives and retrospective data services.
2. Annual estimates of the required EDC level of effort based on the NOAA estimates of the volume of data to be processed and placed in the archives, and estimates of the anticipated demand for EDC products and services.
3. Such administrative and management support as EDC can provide to NOAA, including assistance in preparing NOAA invoices for services provided, and such management information on Landsat users and their needs as NOAA may request.

- 4. Guidelines and instructions on how EDC will assist in dealing with the international aspects of the Landsat program, including training of foreign nationals and supporting the Landsat Ground Station Operators Working Group (LGSWOG).

C. Financial considerations, including

- 1. Transfer of funds from NOAA to EDC to support the agreed upon level of effort.

SECTION VIII. EFFECTIVE DATE AND DURATION OF THE AGREEMENT

A. This agreement becomes effective on October 1, 1982.

B. This agreement remains in effect so long as NOAA retains management responsibility for the Landsat D system, or until terminated upon 180-days written notice by either party.

C. For planning purposes, nothing in this agreement precludes the immediate drafting and negotiation of implementing agreements authorized in Section VII so that they can become effective when needed.

John H. McElroy 2/11/82
 John H. McElroy Date
 Assistant Administrator
 for Satellites

Doyle G. Frederick MAR 16 1982
 Doyle G. Frederick Date
 Associate Director,
 USGS