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MEMORANDUM OF AGREEMENT  
BETWEEN THE  
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION  
AND THE  
UNITED STATES GEOLOGICAL SURVEY  
FOR  
LANDSAT DATA HANDLING AND PROCESSING SERVICES  
PERFORMED AT THE EROS DATA CENTER

## I. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish the responsibilities and relationship between the National Oceanic and Atmospheric Administration's (NOAA) National Environmental Satellite, Data, and Information Service (NESDIS) and the United States Geological Survey (USGS) for Landsat data handling and processing services performed at the USGS/EROS Data Center (EDC) while the Earth Observation Satellite (EOSAT) Company is under contract to the Department of Commerce to operate Landsats-4 and 5 and to market Landsat data.

## II. Authority

Authority for NOAA/NESDIS to plan for and operate the Civil Operational Land Remote Sensing Program is contained in the Land Remote Sensing Commercialization Act of 1984, 15 U.S.C. 4201 et seq., and in annual appropriations to NOAA. NESDIS and the USGS may enter into agreements for services that they are equipped to render (31 U.S.C. 686).

## III. Management

A. The NOAA Assistant Administrator for NESDIS and the USGS Associate Director will sign this MOA and approve any revisions.

B. The Director of the NOAA/NESDIS Office of Landsat Commercialization and the Chief, USGS/EDC, have management responsibility for implementing this MOA.

C. 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 NESDIS staff to the Chief, EDC. Primary interface for these functions will be between the NOAA/NESDIS Production Program Manager, and the USGS/EDC Assistant Chief for Programs.

D. Any issues and problems that cannot be resolved by the Director of the NOAA/NESDIS Office of Landsat Commercialization and the Chief, USGS/EDC, shall be referred first to the NOAA/NESDIS Assistant Administrator and the USGS Associate Director, then to the NOAA/USGS Interagency Committee for Program Coordination for resolution or for referral to higher authority. Meetings between agency designates will be held as needed to review the program and resolve conflicts.

#### IV. Responsibilities

##### A. NESDIS

1. NESDIS retains ultimate authority for the operation of the Landsat 4 and 5 systems, although day-to-day Landsat 4 and 5 operations and Landsat data marketing have been contracted to EOSAT.
2. NESDIS will provide policy level oversight and workload definition for EDC Landsat data handling, processing, reproduction, and

distribution activities. Day-to-day interface on technical and operational topics may occur between EDC and EOSAT, with the participation of NESDIS on-site staff.

3. Effective September 27, 1985, EOSAT has the exclusive right to all revenues generated from the sale of unenhanced Landsat data generated from the NOAA data holdings at EDC, under authority granted by NESDIS.
4. If EOSAT relinquishes its exclusive rights to sell any unenhanced Landsat data through formal written notification to NESDIS, NESDIS, in consultation with USGS/EDC, will establish prices for those data at a reasonable cost for reproduction and transmission. NESDIS will receive revenues from the sale of any such relinquished unenhanced data.
5. NESDIS will communicate to EDC the prices for unenhanced Landsat data established by EOSAT.
6. NESDIS, in consultation with EDC and EOSAT, will define and approve the annual baseline level of effort and funding for Landsat services performed by EDC at the beginning of the fiscal year in which services are performed, or as soon thereafter as possible.

7. NESDIS, from its appropriations, will transfer to EDC at the beginning of each fiscal year, or as soon thereafter as possible, the funds required to cover the costs of EDC Landsat services performed under authority of this MOA.

B. USGS

1. EDC will propose to NESDIS, during the last quarter of the previous fiscal year, the recommended annual baseline level of effort and associated cost for Landsat production and archive services to be performed in the next fiscal year, which will include:
  - a. Receive, process, and catalog incoming MSS digital and TM film and digital data from the Goddard Space Flight Center (GSFC) for both production of standard products for customer orders and for the archive (production and archive).
  - b. Receive and catalog historical (data acquired between 1972-1978) MSS digital data from GSFC (archive).
  - c. Maintain Landsat data archives and computer-based catalog and inquiry system for data acquired by Landsats 1-5. Certain foreign station Landsat data holdings also will be referenced in the catalog system (archive).

- d. Produce Landsat Catalog and Image Accession Aids (archive).
- e. Provide support to EOSAT on behalf of NESDIS for customer services which include: handling user requests for data acquisition, data availability, and orders for data products; customer accounting and billing; and maintaining up-to-date inquiry and order forms, price lists, etc. (production).
- f. Provide support to EOSAT on behalf of NESDIS to produce and distribute Landsat photographic and digital products to users (production).

- 2. Under separate agreement with NESDIS, the USGS National Cartographic Information Centers (NCIC) will continue to support Landsat services performed at EDC by providing information on the availability of Landsat data holdings at EDC (archive).

#### C. NOAA/NESDIS - USGS/EDC Interface Control

A master Interface Control Document (ICD) shall be maintained and revised as needed covering the general management overview of the technical interfaces between NOAA/GSFC and EDC. Subsidiary ICD's also will be maintained and revised as needed for the specific technical information

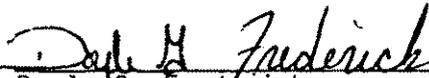
and data interfaces between GSFC and EDC. Approval responsibility for these ICD's will rest with the NOAA/NESDIS Director, Office of Landsat Commercialization, and the USGS Chief, EROS Data Center.

V. Effective Date and Duration of Agreement

This Agreement becomes effective upon signing by the approving officials and will remain in effect as long as NESDIS retains authority and funding for Landsats 4 and 5, or until the practical demise of Landsat 4 and 5 (as defined in the contract agreement between the U.S. Department of Commerce and EOSAT, Section F, Item 0001), or until terminated upon 180 days' written notice by either party.

  
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William P. Bishop  
Acting Assistant Administrator  
NESDIS

FEB 07 1986  
(Date)

  
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Doyle G. Frederick  
Associate Director  
USGS

MAR 11 1986  
(Date)