

**Basic Agreement
Between the
National Aeronautics and Space Administration
and the
U.S. Department of Commerce
Concerning
Collaborative Programs**

The U.S. Department of Commerce.

and

The National Aeronautics and Space Administration (hereinafter referred to as NASA),

RECOGNIZING the 1964 and 1973 Basic Agreements between the U.S. Department of Commerce and NASA; and

RECOGNIZING the role of the National Oceanic and Atmospheric Administration (hereinafter referred to as NOAA) of the U.S. Department of Commerce in **carrying** out the operational environmental satellites programs of the Department of Commerce; and

RECALLING the FY 1993 NOAA Authorization requiring a strategic plan with NASA addressing the development, procurement, and operation of the Department of Commerce environmental satellite program; and

NOTING the responsibilities, the missions, and the extent of cooperation of NASA and NOAA in the area of environmental satellite programs; and

REAFFIRMING the need to apply, in a cost-effective manner, the specialized technical, scientific, and operational expertise of NOAA and NASA to the enhancement of U.S. capabilities to forecast environmental conditions and better understand our global environment;

HAVE AGREED as follows:

Article 1

PURPOSE AND SCOPE

- 1.1. This Agreement defines the general principles and guidelines which will govern the pursuit of opportunities for collaboration between NOAA and NASA (also referred to as "the parties") in areas related to environmental satellite programs, specifically including those activities related to the development of spaceborne capabilities (both the development of new instrumentation and flight opportunities and enhancements to existing systems) and data and information systems, the' coordination of research and analysis activities, and other areas of collaboration.
- 1.2. This Agreement supersedes the NOAA-NASA Basic Agreement of 1973, in regard to the general provisions **which are** not specific to either the Polar-Orbiting Operational Environmental Satellite (POES) or the Geostationary Operational Environmental Satellite (GOES) program.

- 1.3 This Agreement establishes mechanisms for regular consultation between the two agencies to encourage a closer working relationship and enhance coordination and promote cooperation.

Article 2

AUTHORITY

- 2.1. NASA's authority to enter into this Agreement is found in Section 203 (c) of the National Aeronautics and Space Act of 1958, as amended **42 U.S.C. 2473 (c)(5)** and (6), and Section 1503 of the Federal Acquisition Streamlining Act of 1994, 10 U.S.C. **2311**.
- 2.2. NOAA's authority to enter into this Agreement is found in the Weather Service Organic Act. 15 U.S.C.313, and 15 U.S.C. 1525.

Article 3

BASIC RESPONSIBILITIES

- 3.1. NOAA's mission is to describe and predict changes in the Earth's environment, and conserve and manage wisely the Nation's coastal and marine resources to ensure sustainable economic opportunities. NOAA is responsible for creating and disseminating reliable assessments and predictions of weather and climate and, in this connection, for maintaining continuous operational satellite observations critical for warnings and forecasts.
- 3.2. NASA is responsible for the conduct of certain U.S. aeronautical and space research activities, the development of new technologies to support NASA's research programs and, where appropriate, facilitating the transition of those new technologies to NOAA. One of its objectives is to understand the total Earth system and the effects of natural and human induced changes on the global environment.
- 3.3 The participation of the parties in this Agreement is subject to the availability of appropriated funds.

Article 4

COLLABORATIVE ENDEAVORS

- 4.1. Where appropriate, and in concert with Article 3, projects shall be pursued on a collaborative rather than a single-agency basis if the project:
- 1) Is of mutual benefit to NOAA and NASA in fulfilling both agencies' requirements and a joint effort is more valuable than single-agency effort;
 - 2) Results in cost savings to the U.S. government for accomplishing specific activities; or
 - 3) Results in increased **capability** of NOAA and NASA to accomplish program objectives; **and**
 - 4) Is provided by law.
- 4.2. NOAA and NASA shall pursue the following goals in developing joint collaborative projects:
- 1) **Improving** the knowledge of environmental processes, especially meteorology, climatology, oceanography, land processes, ecology, space environment, and atmospheric science;
 - 2) Improving the observational capabilities of operational and research satellite systems;
 - 3) Improving the acquisition, processing, distribution, archiving, and use of environmental data and information;
 - 4) Improving the acquisition, processing, and distribution of search and rescue and data collection information; and
 - 5) Reducing costs for new observational satellite systems.

If the parties determine to fly an instrument **from** NASA's research program on a NOAA spacecraft instead of continuing to fly it on a NASA research spacecraft, (because the research instrument will meet the operational requirements in a cost-effective manner and continues to provide data so as to **fulfill** primary NASA research mission requirements) NASA will provide the first instrument at no unit cost to NOAA. The provision of subsequent instruments by NASA will be in accordance with mutually agreed terms and conditions.

4.3. Agreements for Specific Collaborative Projects:

- 4.3.1. Separate agreements shall be concluded for each collaborative project, **and** these agreements may include parties other than NASA and NOAA. **These** agreements should reflect the criteria identified in **Article 4.2.**

- 4.3.2. While the details of these separate agreements for specific NOAA/NASA collaborative endeavors will vary, all such agreements shall stipulate, at a minimum, a formal **annual** exchange of **programmatic** requirements, **funding** arrangements and budgetary estimates, performance status and other related information that ensures proper interagency coordination.
- 4.3.3. A list of program-specific agreements currently in force **will** be maintained as Annex I of this Agreement.

Article 5

NOAA-NASA PLANNING COORDINATION COUNCIL

- 5.1. A NOAA-NASA Planning Coordination Council (**NNPCC**) shall be established to authorize new activities and to ensure the regular and systematic implementation of previously authorized collaborative projects. The NNPCC shall meet at least twice a year. The NNPCC shall, at a minimum:
 - 1) Review and evaluate current joint projects;
 - 2) Discuss and authorize, as appropriate, new projects and new opportunities for collaboration and the potential need for budget coordination;
 - 3) Identify and discuss policy and programmatic concerns; and
 - 4) Develop plans of actions **and/or** studies to develop solutions to issues.
- 5.2. The NNPCC shall be co-chaired by the NASA Associate Administrator for the Office of Earth Science and the NOAA Assistant Administrator for Satellite and Information Services. The co-chairs shall alternately host the **meetings** of the **NNPCC**.
- 5.3. The NNPCC chairs shall each designate an Executive Coordinator for their respective agencies. The Executive Coordinators shall:
 - 1) Prepare an **annual summary of joint** activities;
 - 2) Plan NNPCC meetings and prepare the minutes of NNPCC proceedings;
 - 3) Notify program, project, and acquisition management **personnel** to ensure appropriate participation and allow adequate time for them to prepare the necessary information for presentation and review;
 - 4) Collect organizational and programmatic information, descriptions and points of contact for working groups, project teams, advisory organizations, scientific boards, **symposia/conferences**, strategic

- planning exercises, and upcoming Announcements of Opportunities and Research Announcements; and
- 5) Update Annex I of this Agreement as new project-specific agreements are concluded and present the revised Annex at the next meeting of the NNPCC.
- 5.4. Both agencies will work within their respective organizations to ensure that the NNPCC appropriately reflects the progress that is being made to conduct present NOAA-NASA activities, as well as to **identify** and evaluate new collaborative endeavors.

Article 6

EXTERNAL RELATIONS AND RELEASE OF PUBLIC INFORMATION

Each agency shall conduct its own external relations for its agency-specific activities, but shall coordinate external relations for collaborative projects. The term "external relations" refers to interagency and international relations as well as public and media relations.

Article 7

INTELLECTUAL PROPERTY

- 7.1 **Rights In Data:** It is the intent of the parties that the information and data exchanged in furtherance of the activities under this Agreement will be exchanged without use and disclosure restrictions unless required by national security regulations or otherwise agreed to by the parties for **specifically** identified information or data.
- 7.2 **Patent and Invention Rights:** Unless otherwise agreed by the parties, custody **and** administration of inventions made as a consequence of, or in direct relation to the performance of activities under this Agreement will remain with the respective inventing party. In the event an invention is made jointly by employees of the parties or an employee of a party's contractor, the parties will consult and agree as to **future** actions toward establishment of patent protection for the invention.

Article 8

DURATION AND AMENDMENT OF AGREEMENT

- 8.1. This Agreement shall enter into force upon signature of both of the parties and shall remain in force **indefinitely**.

ANNEX 1
TO BASIC AGREEMENT BETWEEN NASA AND DOC CONCERNING
COLLABORATIVE ENVIRONMENTAL SATELLITE-RELATED PROGRAMS

Pursuant to Article 4.3.3 of the Basic Agreement:

- Memorandum of Understanding between the National Aeronautics and Space Administration and the National Oceanic and Atmospheric Administration for Earth Observations Remotely Sensed Data Processing, Distributions, **Archiving**, and Related Science Support, signed July 27, 1989;
- Memorandum of Understanding between the Space Agency of Canada and National Aeronautics and Space Administration and National **Oceanic** and Atmospheric Administration of the Department of Commerce of the United States of America Concerning the RADARSAT Project, **signed** February 27, 1991;
- Memorandum of Understanding among the National Oceanic and Atmospheric Administration of the U.S. Department of Commerce, the United States Coast **Guard**, the United States **Air Force**, and the National Aeronautics and Space Administration Regarding U.S. Responsibilities Relating to the U.S. COSPAS-SARSAT System signed October 21, 1991;
- Memorandum of Agreement between the National Oceanic and Atmospheric Administration of the U.S. Department of Commerce and the National Aeronautics and Space Administration Regarding Support by U.S. Ground Stations for the Advanced Earth Observing Satellite (ADEOS) Mission signed June 21, 1994;
- Management Plan for the Landsat Program, signed August 23, 1994;
- **Memorandum** of Agreement between the Department of Commerce, Department of Defense, and National Aeronautics and Space Administration for the National Polar-orbiting Operational Environmental Satellite System (**NPOESS**), signed May, 1995;
- Addendum 3 to the NASA/NOAA Memorandum of Understanding to Augment Synthetic **Aperture** Radar Processing at the Alaska SAR Facility in Support of Near-Real Time U.S. Government Remote Sensing Applications signed August 1995;
- National Oceanic and Atmospheric Administration of the U.S. Department of Commerce and the National Aeronautics and Space Administration Technology Transfer Guidelines for the Initial Joint Polar-Orbiting Operational Satellite (IJPS) System signed October 25, 1995;

- Memorandum of Understanding between the National Space Development Agency of Japan and the National Aeronautics and Space Administration and the National Oceanic and Space **Administration** of the Department of Commerce of the United States of America for Cooperation in the Advanced Earth Observing Satellite (**ADEOS-II**) Program signed March 31, 1997;
- Technical Implementation Agreement between the National Oceanic and Atmospheric Administration and the National Aeronautics and Space Administration regarding support by the U.S. Ground System for the Second Advanced Earth Observation (ADEOS-2) Mission of the National Space Development Agency of Japan signed September 8, 1997;
- Memorandum Of Agreement between the National Aeronautics and Space Administration and the National **Oceanic** and Atmospheric Administration of the U.S. Department of Commerce for Cooperation in the Polar-Orbiting Operational Environmental Satellite Program (POES) signed April 17, 1998; and,
- Memorandum Of Agreement between the National Aeronautics and Space Administration and the National Oceanic and Atmospheric Administration of the **U.S.** Department of Commerce for Cooperation in the Geostationary Operational Environmental Satellite Program (GOES) **signed April 17, 1998.**

8.2 This Agreement will be reviewed formally at the request of either agency. The Agreement may be amended or terminated by written agreement of the parties. Either party may unilaterally terminate this Agreement upon sixty days notice to the other party.

Article 9

RESOLUTION OF ISSUES CONCERNING AGREEMENT

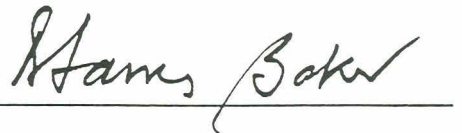
- 9.1. Nothing herein is intended to **conflict** with current NOAA or NASA directives. At the first opportunity for review of the Agreement, **all** necessary changes will be accomplished by either an amendment to this Agreement or by entering into a **new** Agreement, whichever is deemed expedient to the interest of both parties. If the terms of this Agreement are inconsistent with existing directives of either of the agencies entering into this Agreement, then those portions of this Agreement which are determined to be inconsistent shall be invalid; but the remaining terms and conditions not affected by the inconsistency shall remain in **full** force and effect.
- 9.2 Should disagreement arise on the interpretation of the provisions of this Agreement, or amendments **and/or** revisions thereto, that cannot be resolved at the operating level, the **area(s)** of disagreement shall be stated in writing by each **party** and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.



THE ADMINISTRATOR
OF THE NATIONAL AERONAUTICS
AND SPACE ADMINISTRATION

DATE:

6-17-98



UNDER SECRETARY FOR
OCEANS AND ATMOSPHERE
THE DEPARTMENT OF
COMMERCE

DATE: