

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)

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Article 1

BACKGROUND

In 1960, the Nation's first weather satellite, TIROS 1, was built and launched by the National Aeronautics and Space Administration (NASA). Since that time, the U.S. civilian environmental satellite program has been a succession of experimental satellites followed by operational systems. NASA has overseen the development of experimental and research-oriented programs, while the Department of Commerce (through the National Oceanic and Atmospheric Administration [NOAA] and its predecessor organizations), has overseen the routine operation of the operational environmental systems.

- In order to outline the respective responsibilities of the two agencies in developing, procuring, and operating environmental satellite systems, NOAA and NASA (also referred to as "the Parties") have entered into a Basic Agreement (1964 and subsequently updated in 1973 and revised in 1997) which delineates NOAA and NASA responsibilities. NOAA and NASA have developed a unique working arrangement that integrates the specialized capabilities of each agency in providing space-borne environmental monitoring for the purpose of environmental forecasting.

Article 2

PURPOSE AND SCOPE

- 2.1. This Agreement defines the relationship and respective functions of NOAA and NASA in implementing the Polar-orbiting Operational Environmental Satellite (POES) program. NOAA will continue its role in defining the requirements for operational measurement while NASA will employ its experience in managing the development of space-borne sensing systems.
- 2.2. This Agreement supersedes the NOAA-NASA Basic Agreement of 1973, in regard to the POES program. The goal of this Agreement is to apply, in a cost-effective manner, the specialized technical, scientific, and operational expertise of the two agencies to use space-borne remote-sensing instruments to forecast environmental conditions and to better understand our global environment.
- 2.3 This Agreement applies specifically to the continued implementation of the POES system through launch and check-out and throughout the on-orbit life of POES.
- 2.4 This Agreement stipulates the processes and procedures which NOAA and NASA shall follow in order to provide direct Federal fiscal and administrative accountability within these agencies relative to NOAA obtaining acquisition services from NASA .

Article 3

AUTHORITY

- 3.1. 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. 22311.
- 3.2. 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.
- 3.3. Funds will be transferred from NOAA to NASA under the Economy Act, 31 U.S.C. 1535. NOAA agrees that sufficient amounts are available, that the order is in the best interest of the Government, and that the services to be obtained from NASA cannot be obtained as cheaply or as conveniently from the commercial sector. NASA agrees that it is able to provide the services requested. Further, NOAA has determined that NASA has capabilities and expertise to perform the work and enter into contracts for goods and services which is not available within NOAA.

Article 4

PROGRAM RESPONSIBILITIES

- 4.1. Functional Responsibilities
 - 4.1.1. NOAA shall:
 - A. Determine overall program requirements for operational environmental monitoring and data collection in support of environmental forecasting and related atmospheric and oceanic analysis;
 - B. Specify system performance requirements;
 - C. Approve implementation of potential system improvements;
 - D. Actively monitor the performance of the systems for meeting all user requirements;
 - E. Operate the satellite following the formal hand-over by NASA at the conclusion of the post-launch test operations;
 - F. Determine the need for replacing an operational spacecraft;

- G. Obtain the necessary authorizations for the international transportation of satellite instruments, related equipment, and technical data;
- H. Operate the Satellite Operations Control Center and the Command and Data Acquisition Stations and product processing facilities;
- I. Process operational data for real time and non-real-time use;
- J. Disseminate data and products, analyses, forecasts, etc.;
- K. Archive retrospective data (processing, storage, retrieval); and
- L. Be responsible for any necessary international agreements.

4.1.2. NASA shall:

- A. Provide assessments of technical feasibility and resources (cost, schedule, workforce) needed to fulfill NOAA requirements;
- B. Prepare the Project Plan(s);
- C. Utilize its technical expertise to develop potential system improvements that could help maximize performance and to implement such improvements as feasible within NOAA's cost and schedule guidelines upon approval by NOAA;
- D. Provide and qualify remote-sensing systems to fulfill NOAA requirements;
- E. Arrange for the international transportation of satellite instruments, related equipment, and technical data;
- F. Prepare for, conduct, and oversee launch and post-launch test operations; .
- G. Operate the satellite during initial time in orbit using NOAA Command and Data Acquisition Stations, Control Center, and Data Processing facilities, as appropriate, up through the formal hand-over of operations to NOAA;
- H. Provide engineering support for anomaly resolution for the life of the satellite; and

- I. Support the accommodation of third-party instruments on NOAA satellites and provide support for the accommodation of NOAA instruments on third-party satellites.

4.2. Funding Responsibilities

4.2.1. NOAA shall:

- A. Submit and defend the request for appropriations for the POES program;
- B. Develop the plans and budget estimates for the justification thereof, with the assistance and support of NASA;
- C. Consistent with the Economy Act, 31 U.S.C. 1535, provide obligation authority to NASA to cover all costs and obligations for the execution of the NASA portion of the program. Obligation authority shall be provided to avoid disruption of contracted efforts;
- D. Work with NASA if funding shortfalls develop to find solutions to providing the necessary funding or altering the program schedule or requirements in a timely manner to allow for the effective progress of the program; and
- E. Participate in this Agreement subject to the availability of appropriated funds.

4.2.2. NASA shall:

- A. Utilize appropriate accounting and program analysis procedures to ensure effective management of resources;
- B. Conduct budget planning in response to NOAA requirements;
- C. Maintain continuous, open communications with NOAA regarding the funding status of the programs. Funding shortfalls will be identified to NOAA as soon as they are defined so as to enable joint development of solutions or alternative plans; and
- D. Participate in this Agreement subject to the availability of appropriated funds.

4.3. Management Responsibilities and Procedures

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4.3.1. Project Execution Responsibilities

- A. NOAA shall forward requirements to NASA.
- B. NASA shall provide annual Program Operating Plans to NOAA.
- C. NASA shall provide the necessary assessment of technical feasibility and resources associated with the achievement of those mission requirements.
- D. NASA shall develop and forward the Project Plan to NOAA for review and concurrence.
- E. NASA shall forward Requests for Proposals for major procurements and restructuring to NOAA for review and concurrence.
- F. NOAA shall actively participate with NASA in project planning and project implementation including: definition of statement of work and specifications; source evaluation; and all project financial, managerial, and technical status reviews. NOAA may be present during contract negotiations, shall participate in contract award fee determination, and shall participate in project configuration control management.
- G. Discrepancies between mission requirements and feasibility of implementation shall be documented for review and mutual resolution between NASA and NOAA prior to contract signing or implementation.
- H. NASA, with NOAA concurrence, shall make the final contractor source selection for spacecraft, instruments and launch services.
- I. NASA shall negotiate with and be the single official interface with the spacecraft, instrument, and launch services contractors.
- J. NASA shall obtain NOAA concurrence prior to definitizing the basic contract for major procurements and restructuring.
- K. Changes involving NOAA program level schedules, costs, and system performance shall be forwarded by NASA to NOAA for review and approval.
- L. NASA shall forward all changes affecting the interface between NASA-provided ground systems and NOAA facilities to NOAA for review and approval. NOAA shall notify NASA of all changes affecting this interface resulting from NOAA facility modifications.

M. It is the intent of both NASA and NOAA to provide adequate co-located office space for liaison personnel.

4.3.2. Exchange of NOAA Guidance, and NASA Status and Planning Information.

- A. NOAA shall provide funding guidelines, launch schedule information, and relevant technical direction by January 15 and updates to this information by June 15 each year. NASA shall formally respond with funding requirements by March 15 each year and provide an informal update based on accrued costs by August 15 each year. If NOAA guidelines are not provided by these required dates, then new NASA response dates will be agreed to by both parties.
- B. In support of the August 15 update, NASA shall provide cost and obligation requirements by month for the fiscal year the program is entering.
- C. NASA shall provide obligations and accrued costs within 15 days after the end of each month.
- D. Information regarding modifications to funding levels and launch schedule information will be formally communicated as necessary between NASA and NOAA.
- E. The status of the joint implementation of the POES program shall be assessed at the NOAA-NASA Planning Coordination Council (NNPCC), as necessary. The NNPCC will be used to resolve programmatic issues that have not been resolved at the program level.
- F. While the formal requirements to exchange information ensure accountability and historical tracking, informal communications among NASA and NOAA should allow for the most immediate exchange of information and timely solution to problems and issues.

Article 5

EXTERNAL RELATIONS AND RELEASE OF PUBLIC INFORMATION

Each Agency shall conduct its own external relations for its own agency-unique activities, but NOAA and NASA shall coordinate external relations for joint activities. The term “external relations” refers to interagency and international relations as well as public and media relations.

Article 6

DURATION AND AMENDMENT OF AGREEMENT

- 6.1. This Agreement shall enter into force upon signature of both of the parties and shall remain in force indefinitely.
- 6.2. This Agreement will be reviewed formally at the request of either agency. This Agreement may be amended or terminated by written agreement of the parties. Either party may unilaterally terminate this Agreement upon 60 days' notice to the other party.

Article 7

RESOLUTION OF ISSUES CONCERNING AGREEMENT

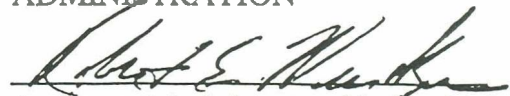
- 7.1. Nothing herein is intended to conflict with current NOAA or NASA directives. If the terms of this Agreement are inconsistent with existing directives of either of the agencies entering into this Agreement, then those portions of this Agreement which are determined to be inconsistent shall be invalid; but the remaining terms and conditions not affected by the inconsistency shall remain in full force and effect. 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.
- 7.2. 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.

FOR THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION



Associate Administrator for Earth Science

FOR THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION



Assistant Administrator, National Environmental Satellite, Data, and Information Service

DATE: 4/17/98

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Article 1

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In 1960, the Nation's first weather satellite, TIROS 1, was built and launched by the National Aeronautics and Space Administration (NASA). Since that time, the U.S. civilian environmental satellite program has been a succession of experimental satellites followed by operational systems. NASA has overseen the development of experimental and research-oriented programs, while the Department of Commerce (through the National Oceanic and Atmospheric Administration [NOAA] and its predecessor organizations), has overseen the routine operation of the operational environmental systems.

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PURPOSE AND SCOPE

- 2.1. This Agreement defines the relationship and respective functions of NOAA and NASA in implementing the Geostationary Operational Environmental Satellite (GOES) programs. NOAA will continue its role in defining the requirements for operational measurement while NASA will employ its experience in managing the development of space-borne sensing systems.
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