



**Interagency Agreement
on
Terms of Reference
for the
NASA Earth Science - NOAA Joint Working Group on Research and Operations**

1.0 Authority

This Interagency Agreement (hereinafter "Agreement") is entered into by the National Aeronautics and Space Administration ("NASA") and the National Oceanic and Atmospheric Administration ("NOAA"), jointly referred to as "the parties." NASA enters into this Agreement under the authority of Section 203 of the National Aeronautics and Space Act of 1958, as amended, 42 U.S.C. § 2473(c). NOAA is authorized to enter into this agreement pursuant to 15 U.S.C. 313, 49 U.S.C. 44720, 33 U.S.C. 883d and 15 U.S.C. 2921, et seq.

2.0 Purpose

This Agreement establishes a NASA Earth Science-NOAA Joint Working Group ("JWG") on Research and Operations. As a first task, the JWG is to recommend a process to guide and facilitate the enhancement of NOAA operational capabilities by transitioning the use of appropriate results of NASA research capabilities, and to facilitate use of NOAA operational capabilities to support NASA research. Based on the recommended process, the JWG will identify near-term NASA Earth-Sun System research capabilities that can be transitioned to support NOAA operational use, and identify NOAA operational capabilities to support NASA research activities.

3.0 Scope

The JWG will address the full complement of programmatically relevant R&O capabilities. In this context a capability can be one or more of the following: spacecraft, instrument, **calibration/validation**, data protocol, algorithm, model, data handling technology or system, or other research or operational product, or the intellectual property associated with a spacecraft, instrument, data protocol, algorithm, model, data handling technology or system, or other research or operational products. The JWG will interface with the U.S. Group on Earth Observations and other entities as appropriate.

4.0 Membership

JWG membership includes NOAA and NASA officials from relevant programs of each agency. The Director, Earth-Sun System Division, NASA Science Mission Directorate and the Assistant Administrator for NOAA Satellite and Information Services will oversee the JWG, and designate the JWG Co-Chairs and members.

NOAA and NASA senior manager will periodically review the R&O role, process, and performance of the Joint Working Group to determine its effectiveness.

5.0 Functions and Responsibilities

The Joint Working Group will conduct the following functions: the first three of these will be included in a report to the Administrators of NASA and NOAA, due January 31, 2006, to the signatories of this agreement.

- i. Establish and document an organizational and performance framework for this R&O activity, including agency and user community roles.
- ii. Recommend a process to guide and facilitate the enhancement of NOAA operational capabilities by transitioning the use of appropriate results of NASA research capabilities and to facilitate use of NOAA operational capabilities in support of NASA missions.
- iii. Recommend near-term opportunities for transitioning capabilities – both NASA capabilities to support NOAA operations and NOAA capabilities to support NASA research.
- iv. Facilitate input from other appropriate agencies and the NASA-NOAA user community to: (a) identify candidate capabilities for transition, and (b) participate in the development of the transition implementation plans, as appropriate.
- v. Conduct periodic reviews of progress on implementation of approved plans for transitioning capabilities.
- vi. Develop required reports in response to congressional direction.

6.0 Funding

NOAA and NASA are each responsible for providing their own resources to implement their respective responsibilities under this activity. There will be no transfer of funds or other financial obligations between NOAA and NASA under this Agreement. Unless negotiated separately, joint and complementary activities between NOAA and NASA are to be undertaken on a no-exchange-of-funds basis.

Any commitment of resources is subject to the availability of appropriate funds, and nothing herein contained shall be construed as committing the U.S. Congress to appropriate funds for the purposes stated herein (pursuant to the Anti-Deficiency Act, 31 U.S.C. § 1341).

7.0 Liability

NOAA and NASA agree to assume liability for their own risks associated with activities undertaken in this Agreement.

8.0 Term and Termination


This Agreement will become effective upon approval of both parties and, unless terminated earlier pursuant to this Article 8.0, this Agreement will expire three (3) _____ the date of the last signature to the Agreement.


NOAA or NASA may terminate this Agreement prior to its expiration by written notice to the other party not less than thirty (30) days in advance of termination. Neither party shall be entitled to any compensation for any partial or full termination of this Agreement.

From time to time, this Agreement may be revised as necessary by mutual consent of both parties, by issuance of written supplemental agreement(s) signed, and dated, by both parties.

9.0 Execution

The following individuals execute this Agreement on behalf of NASA and NOAA, respectively.

for 
Dr. Mary L. Cleave
Science Mission Directorate
National Aeronautics and
Space Administration


John J. Kelly, Jr.
Deputy Under Secretary
for Oceans and Atmosphere

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