

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION'S
GODDARD SPACE FLIGHT CENTER
AND
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION'S
NATIONAL ENVIRONMENTAL SATELLITE, DATA, AND INFORMATION SERVICE
CONCERNING SPACECRAFT TRACKING AND DATA ACQUISITION SUPPORT

1. PURPOSE

1.1 This Memorandum Of Understanding (MOU) defines the relationship and responsibilities of the National Aeronautics and Space Administration's (NASA's) Goddard Space Flight Center (GSFC) and the National Oceanic and Atmospheric Administration's (NOAA's) National Environmental Satellite, Data, and Information Service (NESDIS), in their mutual effort to establish a collaborative agreement that will reduce operational risk at their communications, tracking, and data acquisition facilities.

1.2 In pursuit of respective-Agency objectives, the parties hereto may receive services from the other under the terms delineated herein. The primary objective will be to establish mission support status in order to provide contingency back-up support in the event of planned and unplanned resource or system outages or spacecraft emergency.

2. AUTHORITY

2.1 NASA

Section 203(c) of the *National Aeronautics and Space Act of 1958, as amended*, 42 U.S.C. §§ 2473(c)(5) and (c)(6), under which NASA has authority to use the services, equipment, personnel, and facilities of other Federal agencies, with or without reimbursement, as well as the authority to enter into contracts, cooperative agreements, and other transactions with Federal agencies, which are necessary to conduct their work.

2.2 NOAA

NOAA's program authority to conduct its satellite operations is derived from several different sources:

- a. 15 U.S.C. § 313, 49 U.S.C. § 44720(b), and 33 U.S.C. § 883a.
- b. NOAA is authorized to cooperate with NASA by Section 203 (c) of the National Aeronautics and Space Act of 1958, as amended, 42 U.S.C. § 2473 (c) (6) which provides that each Department and Agency of the Federal Government shall cooperate fully with NASA in making its services, equipment and personnel and facilities available to NASA and that each Department and Agency is authorized to transfer and receive the same from NASA.

3. REFERENCES AND APPLICABLE DOCUMENTS

- a. Basic Agreement Between the National Aeronautics and Space Administration and the U. S. Department of Commerce Concerning Collaborative Programs, dated June 17, 1998.

- b. 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-Orbiting Operational Environmental Satellite Program (GOES), dated April 17, 1998.
- c. 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), dated April 17, 1998.

4. BACKGROUND

4.1 NASA's Ground Network (GN) facilities currently available for support under terms of this MOU include Poker Flat, Alaska; Wallops Flight Facility (WFF), Virginia; Merritt Island/Ponce de Leon (MILA/PDL), Florida; Santiago, Chile; and McMurdo, Antarctica. GSFC may also arrange support via their contracted resources. These facilities are used in support of space-flight mission objectives, and this MOU seeks to reduce risks related to ground system outages. System outage prompts two predominant responses:

- a. Provide alternative service to the affected mission(s); and
- b. Restore the ground system to service.

4.2 NOAA's Command and Data Acquisition (CDA) stations currently include Gilmore Creek, Alaska; Wallops Island, Virginia; and NOAA's Geostationary Operational Environmental Satellite (GOES) back-up station at Greenbelt, Maryland, which are used in support of operational weather satellites. In the event of planned and/or unplanned resource or system outages, NOAA may receive support from compatible NASA resources for maintenance of satellite health and safety and possibly recovery of mission data.

5. SCOPE

This MOU is applicable to the respective-Agency resources identified in the preceding paragraph. However, both parties agree that as new resources are developed, those resources will be considered as being included within the scope of this MOU without revision or modification.

6. MANAGEMENT INTERFACES

Both parties to this MOU have identified an Office of Primary Responsibility (OPR) that will manage and implement the terms contained herein.

- a. NASA
Mission Services Program, Code 450
Attention: Ground Network Project Manager
Goddard Space Flight Center
Greenbelt, MD 20771

- b. NOAA
National Environmental Satellite, Data, and Information Service
Attention: Director, Office of Satellite Operations
5200 Auth Road
Suitland, MD 20746-4304

7. GENERAL RESPONSIBILITIES

Both parties agree that occasional, limited use of the other's communications, tracking, and data acquisition services, on a non-impacting basis, will be allowed when an agency's resources are unavailable due to planned maintenance or system failures. Occasional use will also be allowed for testing and proficiency training. In those instances where an agency's resources may need modification or augmentation in order to accomplish the objectives of this MOU, funding of those modifications or augmentations will be negotiated on a case-by-case basis. Both parties will coordinate as necessary in the resolution of Radio Frequency Interference (RFI), including detection, source identification, and mitigation practices.

8. FUNDING AND RESOURCE COMMITMENT

NASA and NOAA have long supported each other under a relationship of mutual benefit and reciprocity. Implicit in this relationship is the understanding that funding reimbursement by either party in most cases is unnecessary. However, funding and reimbursement may be provided for, when required, in subsequent documentation on a case-by-case basis for support or services not specifically defined herein. Approval/signature of these documents will indicate the appropriate funding office has budgeted and/or programmed the necessary funds.

9. NON-INTERFERENCE

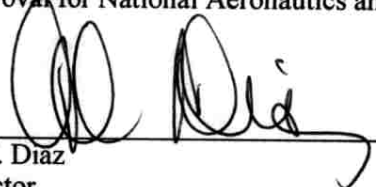
Respective Agency(s) use of the other agency's resources shall not have priority over, nor be performed in any manner that interferes with, the other agency's mission objectives or other commitments, including other agreements.

10. ADMINISTRATION

- a. This MOU shall become effective on the date of the last signature affixed, and shall continue in effect until September 30, 2010, unless extended in writing by mutual consent of the signatories.
- b. This MOU may be modified at any time upon written approval of the parties. No changes to the scope of this MOU shall be made without the written consent of the parties.
- c. If any term(s) or provision(s) of this MOU is in conflict with subsequent regulations or instructions of higher authority, the cognizant Agency shall initiate action to make appropriate changes to this MOU.
- d. This MOU shall be reviewed triennially to determine the need for its continuation, modification, or termination.

- e. This MOU may be terminated at any time by mutual consent, or by either party with at least a one-year advance written notice to the other party. Each party agrees to assist the other during the transition period and on any administration issues that may arise therefrom.
- f. There are no antecedent agreements or understandings governing for the purposes defined herein.
- g. Upon declaration of a national emergency or general mobilization, this MOU shall remain in effect but may be subject to immediate re-negotiation.

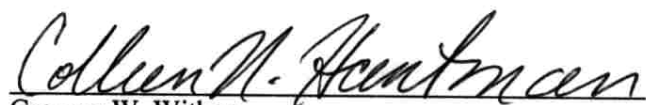
Approval for National Aeronautics and Space Administration:



A. V. Diaz
Director
Goddard Space Flight Center

3/9/04
(Date)

Approval for National Oceanic and Atmospheric Administration:

for 

Gregory W. Withee
Assistant Administrator for Satellite & Information Services
National Environmental Satellite, Data, and Information Service

6/9/04
(Date)