

## REMOTE SENSING

### Satellite Data

**Memorandum of Understanding  
Between the UNITED STATES OF  
AMERICA and JAPAN**

Signed at Reston and Tsukuba  
November 13 and 21, 2013

*with*

Annexes



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966  
(80 Stat. 271; 1 U.S.C. 113)—

“. . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

## **JAPAN**

### **Remote Sensing: Satellite Data**

*Memorandum of understanding signed at  
Reston and Tsukuba November 13 and 21, 2013;  
Entered into force November 21, 2013.  
With annexes.*

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**U. S. GEOLOGICAL SURVEY**  
**OF THE DEPARTMENT OF THE INTERIOR**

**AND THE**

**THE NATIONAL INSTITUTE OF ADVANCED INDUSTRIAL**  
**SCIENCE AND TECHNOLOGY**  
**ACTING THROUGH THE GEOLOGICAL SURVEY OF JAPAN**

**FOR COOPERATION IN THE USE OF**  
**U.S. LAND REMOTE SENSING SATELLITE DATA**

## **PREAMBLE**

The **United States Geological Survey** of the United States Department of the Interior and the **National Institute of Advanced Industrial Science and Technology (AIST)** acting through the **Geological Survey of Japan (GSJ)** (hereinafter referred to as “the Parties”),

**RECOGNIZING** their mutual interest in the use of space technology for peaceful purposes;

**NOTING** the value of the United States Landsat satellite missions to cooperation among governments in space-based remote sensing of the Earth’s surface;

**DESIRING** to establish an overall legal framework for cooperation in future land remote sensing satellite missions;

**HAVE AGREED** as follows:

### **ARTICLE 1 – PURPOSE AND SCOPE OF COOPERATION**

This Memorandum of Understanding (MOU) establishes the terms and conditions under which the United States Geological Survey (USGS) will provide United States-owned land remote sensing satellite data and AIST will receive, process, archive, distribute, and exchange such data in cooperation with the USGS. This MOU consists of a main text, a definition of terms annex, and mission-specific annexes. The annexes are an integral part of this MOU.

### **ARTICLE 2 – RESPONSIBILITIES OF THE PARTIES**

- A. The USGS shall endeavor to provide operational land remote sensing satellite service under the terms of this MOU and shall:
1. Program land remote sensing satellites to collect and provide remote sensing data of areas within the acquisition radius of AIST’s ground station(s) to the extent that such requests can be accommodated by the spacecraft. The USGS will endeavor to schedule satellite downlink resources to meet requests from all participating International Cooperators in an equitable and balanced manner, subject to conflict-resolution guidelines to be provided to all stations. Programming details to meet such requests will be arranged by mutual decision of the Parties’ technical representatives.
  2. Provide AIST with orbital elements for calculating the antenna pointing angles necessary to acquire the satellite-transmitted signals and with the necessary ancillary and calibration information for processing the data acquired.

3. Reserve the right to curtail or terminate transmission of satellite data to AIST for reasons of (1) spacecraft or USGS ground equipment limitations, or (2) non-payment of annual access fee as agreed in any mission-specific Annex to this MOU. In these cases, the USGS will notify AIST and discuss the planned action in the most expeditious manner possible.
4. Provide to AIST, upon request by AIST, reasonable quantities of raw USGS land remote sensing satellite data extracted from the USGS archive in an agreed-upon format and delivered electronically or on media at a price to be negotiated.
5. Provide support for anomaly resolution for USGS land remote sensing satellite missions.
6. Endeavour to ensure that any radio frequency problem occurring in relation to data reception by AIST's ground station(s) is resolved to the satisfaction of the Parties.

B. AIST shall:

1. Operate (a) ground station(s) for the reception, processing, archiving, distribution, and exchange of USGS land remote sensing satellite data at its own expense, including the cost of establishing and operating the necessary communication links with the USGS's Mission Operations Center (MOC) and the USGS's data center located at the Earth Resources Observation and Science (EROS) Center.
2. Produce land remote sensing satellite data products in accordance with agreed-upon USGS-sponsored distribution formats.
3. Ensure that all USGS land remote sensing satellite data acquired by AIST are available for sale or distribution on a public, nondiscriminatory basis. This applies to all USGS land remote sensing satellite data acquired under this and previous Landsat MOUs signed with U.S. Government agencies.
4. Make available to the USGS, upon request, English-language copies of any arrangements signed by AIST concerning the distribution of USGS land remote sensing satellite data from AIST. Such arrangements shall be consistent with this MOU.
5. Maintain a current inventory of its USGS land remote sensing satellite data holdings and provide at least monthly updates of its metadata to the USGS in an agreed-upon format, electronically or on agreed-upon media, once the ground station(s) is (are) operational. These metadata may be made available publicly through USGS data facilities.
6. Establish and maintain a computer-accessible electronic system, with

external public access, of browse imagery for its USGS land remote sensing satellite data holdings, or provide browse data at least monthly to the USGS in an agreed-upon format and on agreed-upon media, once the ground station(s) is (are) operational. AIST browse imagery may be made available publicly through USGS data facilities.

7. Maintain USGS land remote sensing satellite data that have met AIST quality standards in AIST's archive for at least 10 years following data acquisition, using accepted archive management practices. If AIST plans to discard data, it will issue a purge alert to the USGS, which will be given first right of refusal to acquire the data at a price to be negotiated.
8. Endeavor to ensure that any radio frequency problem occurring in relation to data reception by AIST's ground station(s) is resolved to the satisfaction of the Parties. Questions concerning radio frequency interference by the USGS land remote sensing spacecraft raised by entities in third countries will be referred to the USGS.
9. When requested by the USGS in support of key U. S. Government programs, provide reasonable quantities of AIST-held USGS land remote sensing satellite data, in an agreed-upon format, electronically or on media, and at a price to be negotiated.
10. Repatriate to the USGS, within 30 days of downlink, any USGS land remote sensing satellite data received which is unique to AIST's archive.
11. For purposes of validating data quality, exchange limited amounts of AIST-held USGS land remote sensing satellite data, in an agreed-upon format, electronically or on media, when requested by the USGS. Data for this purpose shall be exchanged annually, at no cost to the USGS.
12. When requested by the USGS in response to a significant loss of spacecraft capability to record data for the USGS archive, routinely provide sufficient quantities of newly acquired USGS land remote sensing satellite data to meet U.S. Government mission requirements, in an agreed-upon format, electronically or on media, at a cost to be negotiated. For any support necessary to AIST beyond providing USGS land remote sensing satellite data to the USGS as described above, the Parties will negotiate specific financial terms.
13. Communicate with the MOC on spacecraft information, in order to maximize data collection and efficiency of spacecraft operations.
14. Provide support for anomaly resolution of USGS land remote sensing satellite missions.

### **ARTICLE 3 – INTERNATIONAL MISSION COORDINATION**

1. Each Party shall designate program representatives to be responsible for the implementation of this MOU. Supplemental meetings between the Parties will be held by mutual agreement.
2. Program management representatives from the Parties will participate in annual meetings of the Landsat Ground Station Operations Working Group (LGSOWG). This group, chaired by the USGS, will serve as a forum for the exchange of policy, programmatic and management information among station operators and the USGS.
3. Technical representatives from the Parties will participate in annual meetings of the Landsat Technical Working Group (LTWG). This group, also chaired by the USGS, will review and coordinate technical and operational aspects of USGS international mission support.

### **ARTICLE 4 – SCIENCE AND APPLICATIONS DEVELOPMENT**

1. The Parties will seek to identify opportunities for cooperation in improved land remote sensing satellite data collection, user accessibility, and data distribution.
2. The Parties will seek to identify opportunities to support new research in the use of land remote sensing satellite data, and the development of related applications to enhance land use practices, ecosystems management, climate change research, and other areas of Earth systems science.
3. The Parties will seek to cooperate in the support of global observation and science programs involving the use of land remote sensing satellite data.
4. The Parties will consult with one another on best practices and improved means of cooperation in the long-term archiving and preservation of land remote sensing satellite data.
5. The Parties will share information and consider opportunities for training and capacity building in the use of land remote sensing satellite data.
6. Subject to the provisions of Article 10, the Parties will share information on their respective development and potential for cooperation in their respective land remote sensing satellite missions.













Global Change Research Program, and U.S. and foreign researchers and foreign and international entities having signed a cooperative agreement with the United States Government involving the use of USGS Land Remote Sensing Satellite Data for non-commercial purposes.

The United States Global Change Research Program is the Executive Branch program responding to Public Law 101-606, the Global Change Research Act of 1990, and most recently described in the annual report accompanying the President's budget entitled "Our Changing Planet: The U.S. Climate Change Science Program for Fiscal Year 2012."

International counterpart programs of the U.S. Global Change Research Program are discussed in Section V of "Our Changing Planet." These include the Intergovernmental Panel on Climate Change, the World Climate Research Program, the International Council on Science, and the Group on Earth Observations.

#### **Mission Operations Center (MOC):**

The Mission Operations Center (MOC) consists of the people, procedures, and hardware/software systems used for the successful execution of real-time spacecraft operations and off-line scheduling and analysis activities. All command and control functions of the spacecraft performed by the Flight Operations Team (FOT) will take place from the MOC.

#### **Metadata:**

Metadata is descriptive information pertaining to the USGS Land Remote Sensing Satellite Data, including such information as location and acquisition date, compiled for Level 0R and Level-1 data, and made available through the USGS user interface. Specifications regarding the metadata are documented in the Landsat Metadata Description Document (LMDD) and made available by the USGS.

#### **Raw Data:**

Raw Data is the USGS Land Remote Sensing Satellite Data in the form of wideband telemetry transmitted by the satellite.

#### **U.S. Government and Affiliated Users:**

U.S. Government and Affiliated Users are any Federal, State or local government agency personnel and personnel from any organization performing cooperative work with or for these government agencies.

#### **USGS Land Remote Sensing Satellites:**

USGS Land Remote Sensing Satellites are any satellites owned and operated by the USGS for the purposes of this agreement. These satellites may include, but are not limited to, the Landsat missions.

**ANNEX II**

**TO THE**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**U. S. GEOLOGICAL SURVEY**  
**OF THE DEPARTMENT OF THE INTERIOR**

**AND THE**

**THE NATIONAL INSTITUTE OF ADVANCED INDUSTRIAL**  
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**LANDSAT 8**  
**ANNUAL ACCESS FEE AGREEMENT**

## INTRODUCTION

Pursuant to Article 6 of the Memorandum of Understanding (MOU) between the **United States Geological Survey** of the Department of the Interior and **National Institute of Advanced Industrial Science and Technology (AIST)** acting through the **Geological Survey of Japan (GSJ)** for the Cooperation in the Use of U.S. Land Remote Sensing Satellite Data; U.S. Presidential Decision Directive/National Science and Technology Council-3, as amended on October 16, 2000; and the Land Remote Sensing Policy Act of 1992, the USGS has established a fee structure to enable it to administer all operations in support of a global network of cooperating ground receiving stations for direct reception of data from the Landsat 8 mission. This Annex sets forth the related financial and administrative terms and conditions for Landsat 8 cooperation between the USGS and AIST.

## ARTICLE 2 –FEE STRUCTURE

The fee structure comprises a one-time initialization fee and an annual access fee. If AIST moves a receiving antenna to a new location greater than 50 kilometers from its original location, an antenna move fee will be assessed. The annual access fee will be payable for the United States Government (USG) Fiscal Year, which begins on October 1 and ends on September 30, and may be prorated to the remaining portion of the USG Fiscal Year, from the start date for direct transmission of Landsat 8 data to September 30.

The initialization fee for a new IC or a new IC station is U.S. \$35,000 for each receiving site. The total initialization fee for AIST will be U.S. \$0 for the receiving site(s) located at Kumamoto, which is operated by Tokai University.

The antenna move fee is U.S. \$15,000 and will be billed each time a station is moved a distance greater than 50 kilometers.

The annual access fee is U.S. \$100,000 for a single station operation. Each additional ground station has an annual access fee of U.S. \$50,000. The total annual access fee for AIST will be U.S. \$100,000 for the receiving site(s) located at Kumamoto.

USG Fiscal Year 2013 is the base year for each of these fees.

## ARTICLE 3 – PAYMENT SCHEDULE

The one-time initialization fee and antenna move fee, if applicable, are due and payable 30 days prior to AIST reception of Landsat 8 data.

The annual access fee will be payable quarterly by AIST. AIST will receive a bill 30



days prior to the start of each quarter for the USG Fiscal Year (billing dates include: September 1, December 1, March 1, and June 1). Quarterly payments by AIST will be due at the start of each quarter of a USG Fiscal Year (payment due dates: October 1, January 1, April 1, and July 1).

The USGS reserves the right to terminate transmission of Landsat 8 data to AIST at any time that AIST is in arrears in its payments to the USGS or is delinquent in regularly scheduled delivery of raw telemetry data to the USGS in accordance with MOU Article 2.A.3. The USGS will notify AIST 30 days in advance of its intention to terminate transmission for these reasons. Payments may be by check or wire transfer in U.S. dollars. Payments by check shall be in U.S. dollars and shall be payable to:

Department of the Interior/USGS

Payments by check shall be mailed to

USGS Office of Financial Management  
271 National Center  
12201 Sunrise Valley Drive  
Reston, Virginia, 20192 USA

Payments by wire transfer shall be in U.S. dollars and transferred to the USGS's bank account. The USGS will provide exact wire transfer information with each billing.

All payments must be received within 30 days from the date of invoice. Charges for late payment will be at the U. S. Treasury Department prevailing rate on the overdue balance for each 30-day period or portion thereof that payment is delayed.

#### ARTICLE 4 – FEE CHANGES

While USGS reserves the right to make modifications to the annual access fee used in this fee structure, it is the USGS's intent to minimize the changes to the fee structure during the life of the Landsat 8 mission. For the Landsat 8 mission, a 3% annual increase is planned to account for average annual rates of inflation. Reasonable notification of any proposed change to these fees (initialization, antenna move, and annual access fees), taking into account the budget cycles of the parties, shall be provided in writing by the USGS to AIST 60 days prior to the implementation of the proposed change. Any proposed fee change would not exceed 10% of the current annual access fee.

For budget planning purposes the anticipated annual access fee structure is as follows:

	Year 1	Year 2 (+3%)	Year 3 (+3%)	Year 4 (+3%)
One Site	U.S. \$100,000	U.S. \$103,000	U.S. \$106,090	U.S. \$109,273

## ARTICLE 5 – CONTINGENCIES

The USGS, in consultation with AIST, may curtail or terminate the transmission of data and adjust the annual access fees if the USGS is unable to satisfy data requests due to spacecraft system capability limitations or ground receiving stations conflicts.

## ARTICLE 6 – DURATION AND AMENDMENT

This Annex will remain in effect as long as the MOU remains in force, and it may be amended by mutual consent of USGS and AIST through an Exchange of Letters.

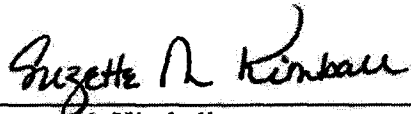
At the beginning of each new USG Fiscal Year, the USGS and AIST will review this Annex and revise it if necessary.

## ARTICLE 7 – AUTHORIZING SIGNATURES

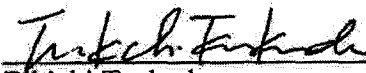
The signatures of the authorized officials below signify the agreement by the Parties to the terms of this annex.

For the United States Geological Survey  
of the Department of the Interior:

For the National Institute of  
Advanced Industrial Science  
and Technology:



Suzette M. Kimball  
Acting Director  
U.S. Geological Survey  
Reston, Virginia



Eikichi Tsukuda  
Director, Geological Survey of Japan  
AIST  
Tsukuba, Japan

13 November 2013

Date

21 November 2013

Date

Reston, VA, USA

Place

Tsukuba, Japan

Place