

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

UNITED STATES GEOLOGICAL SURVEY
OF THE DEPARTMENT OF THE INTERIOR

AND THE

NATIONAL INSTITUTE OF STATISTICS AND GEOGRAPHY
OF MEXICO

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

PREAMBLE

The United States Geological Survey (USGS) of the United States Department of the Interior and the National Institute of Statistics and Geography (INEGI) of Mexico, (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 USGS will provide United States-owned land remote sensing satellite data and INEGI will receive process, archive, distribute, and exchange such data in cooperation with the USGS. This MOU consists of a main text and specific annexes for each mission, which 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 INEGI's ground stations to the extent that such requests can be accommodated by the spacecraft. The USGS will endeavor to schedule satellite transmission resources to meet requests from all participating International Cooperators (ICs) 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 INEGI 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

INEGI for reasons of (1) spacecraft or USGS ground equipment limitations, or (2) non-payment of annual access. In these cases, USGS shall notify INEGI and discuss the appropriate measures in the most expeditious manner possible.

4. Provide to INEGI, upon request by INEGI, reasonable quantities of raw USGS land remote sensing satellite data 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 INEGI's ground stations is resolved to the satisfaction of the Parties.

B. The INEGI 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 USGS's Mission Operations Center (MOC) and 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 INEGI are available for sale or distribution on a public, nondiscriminatory basis. This applies to all USGS land remote sensing satellite data acquired under this Landsat MOU.
4. Make available to USGS, upon request, English-language copies of any agreement signed by INEGI concerning the distribution of USGS land remote sensing satellite data from INEGI. Such agreements 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, its metadata to 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 USGS in an agreed-upon format and on agreed-upon media, once the

ground station(s) is (are) operational. The INEGI will allow browse imagery to be made available publicly through USGS data facilities.

7. Maintain USGS land remote sensing satellite data that have met INEGI quality standards in INEGI's archive for at least 10 years following data acquisition, using accepted archive management practices. If INEGI 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 INEGI's ground stations 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 USGS.
9. When requested by USGS in support of key U. S. Government programs, provide reasonable quantities of INEGI-held USGS land remote sensing satellite data, in an agreed-upon format, electronically or on media, and at a price to be negotiated.
10. Provide to USGS, within 30 days of downlink, any USGS land remote sensing satellite data received which is unique to INEGI's archive.
11. For purposes of validating data quality, exchange limited amounts of INEGI-held USGS land remote sensing satellite data, in an agreed-upon format, electronically or on media, when requested by USGS. Data for this purpose shall be exchanged annually, at no cost to USGS.
12. When requested by USGS in response to a significant loss of spacecraft capability to record data for 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 INEGI 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 USGS, will serve as a forum for the exchange of policy, programmatic and management information among station operators and USGS.
3. Technical representatives from the Parties will participate in annual meetings of the Landsat Technical Working Group (LTWG). This group, also chaired by 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 initiate 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 best 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.

ARTICLE 5 – USER SERVICE ARRANGEMENTS

The USGS reserves the right to service the land remote sensing satellite data requests of all users affiliated with U.S. Government programs.

ARTICLE 6 – FINANCIAL ARRANGEMENTS AND LEGAL AUTHORIZATION

1. The Parties shall be responsible for funding their respective activities under this MOU. Additionally, INEGI, or its designated agent, shall pay to USGS, or ensure the appropriate authorities of INEGI pay to USGS, in a timely manner, any access fees described in specific annexes that may be signed. These fees are required to enable USGS to administer all operations that establish a global network of cooperating ground receiving stations.
2. Obligations under this Agreement and its specific annexes shall be subject to the availability of funding obtained through each Party's funding procedures.

ARTICLE 7 – DUTIES, FEES, AND TAXES

In accordance with its national laws and regulations, each Party shall seek to ensure free customs clearance and waiver of all applicable duties, fees, and taxes for the import or export of goods necessary for the implementation of this MOU. In the event that any duties, fees, or taxes of any kind are nonetheless levied on such goods, such duties, fees, or taxes shall be borne by the Party of the country levying them.

ARTICLE 8 – ENTRY AND EXIT OF PERSONNEL

On a reciprocal basis, each Party shall use reasonable efforts to facilitate, in accordance with its laws and regulations, the entry into and exit from its territory of personnel engaged in joint activities pursuant to this MOU.

ARTICLE 9 – LAWS, WARRANTIES, RIGHTS, AND LIABILITY

1. The activities under this MOU will be conducted in accordance with the applicable laws and regulations of the Parties' countries and shall be subject to the availability of sufficient funds.
2. The USGS does not warrant the suitability of its land remote sensing data for any purpose and shall not be liable for any damage or injury brought about by use of USGS land remote sensing satellite systems and their data. INEGI for its part does not warrant the suitability of the data delivered to the USGS, and assumes no responsibility for the use thereof.

3. The USGS retains the ownership right to all raw land remote sensing data acquired by its satellites. Beyond the provisions of Article 2.B.3 of this MOU, USGS places no restrictions on INEGI to disclose, use, manipulate, generate products from, distribute, or sell USGS land remote sensing satellite data.

ARTICLE 10 – EXCHANGE OF TECHNICAL INFORMATION

1. Technical information exchanged between the Parties will be subject to the applicable laws, regulations, and policies of the Parties' countries. In the event it is necessary to exchange technical information and the furnishing Party considers that such technical information is to be protected for proprietary or export control purposes, such information must be clearly marked with a legend indicating the country of origin, the conditions of release, that the information relates to this MOU, and that it is furnished in confidence.
2. The Parties USGS and INEGI will take all lawful steps available to prevent disclosure of such protected or proprietary technical information without the consent of the other Party and to ensure that it is used only for the purposes of this MOU.
3. The USGS and INEGI may release to the public other general, non-technical information regarding each other's programs or operations after ensuring, through consultation with each other when necessary, that this information is fairly and accurately represented.
4. The USGS and INEGI may exchange appropriate technical public information and documentation for the purposes of transmitting, processing, and archiving USGS land remote sensing satellite data as well as for generating and distributing products from that data.

ARTICLE 11 – CONSULTATIONS AND SETTLEMENT OF DISPUTES


1. The Parties shall consult, as appropriate, to review the implementation of activities undertaken pursuant to this MOU, and to exchange views on potential areas of future cooperation.
2. In the event questions arise regarding the interpretation, application, or implementation of activities under this MOU, the Program Managers of the Parties shall endeavor to resolve the questions. If the Program Managers are unable to reach an agreement, then the matter will be referred to a more senior level for joint resolution.

ARTICLE 12 – ENTRY INTO FORCE, DURATION, AND TERMINATION

1. This MOU shall enter into force upon signature by both Parties and remain in force through the operational lifetime of the USGS land remote sensing spacecraft(s) from which INEGI receives USGS land remote sensing data. This MOU may be amended by mutual agreement of the Parties.
2. In the event that either of the Parties is unable to comply with any provision of this MOU, either Party, after consultation with the other, shall have the option of terminating this MOU, providing at least 30 days notice of such action, forwarded in writing by one Party to the other.
3. Notwithstanding termination or expiration of this MOU, the obligations of the Parties set forth in Article 2.B.3, Article 2.B.7, Article 9.2, Article 9.3, and Article 10 of this MOU shall continue to apply.

IN WITNESS WHEREOF, respective representatives of the Parties have signed this Memorandum of Understanding.

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

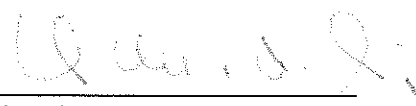


Sally Jewell
Secretary of the Interior

November 13
Date

Mexico, D.F.
Place

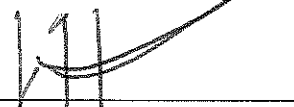
**For National Institute of Statistics
and Geography:**



Eduardo Sojo Garza Aldape
President

13 de Noviembre
Date

México, D.F.
Place



Carlos Agustín Guerrero Elemen
Director, General of Geography
and Environment

13 de noviembre
Date

México, D.F.
Place

**SPECIFIC ANNEX I TO THE MEMORANDUM OF UNDERSTANDING BETWEEN
THE UNITED STATES GEOLOGICAL SURVEY (USGS) OF THE DEPARTMENT OF
THE INTERIOR AND THE NATIONAL INSTITUTE OF STATISTICS AND
GEOGRAPHY (INEGI) OF MEXICO FOR COOPERATION IN THE USE OF U.S.
LAND REMOTE SENSING SATELLITE DATA**

DEFINITION OF TERMS

Acquisition Radius:

An International Cooperator's (IC's) acquisition radius is that portion of the Earth over which the satellite can communicate with an IC's ground station.

Browse:

Browse is a full resolution or sub-sampled Level 0R or Level 1 digital image of the Earth that can be viewed on a scene basis to quickly assess general ground area coverage, data quality, and the spatial relationships between ground area coverage and cloud coverage. A browse is an image with a reduced data volume to facilitate screening of archived Land Remote Sensing Satellite Data. Specifications regarding browse images are documented in the appropriate mission Data Format Control Book (DFCB) and made available by the USGS.

Data Format:

The Landsat Technical Working Group (LTWG) recommends the archive data format for exchanging data between an International Cooperator and USGS archives. The archive data exchange format for purposes of quality assessment and key government programs is typically the lowest level of processed data available (i.e. Mission or Raw Computer Compatible [RCC] Data) and is transferred electronically or on media. The archive data exchange format is documented in the appropriate mission Data Validation and Exchange Plan and associated Data Format Control Book (DFCB) and made available by the USGS.

Data Products Distribution Format:

The USGS Land Remote Sensing Satellite Data products are Level-0Rp (Level Zero Reformatted Product) in HDF format and Level-1T (terrain corrected) in Geo-TIFF format. International Cooperators may produce data products of their choice. The ICs are encouraged, but not required to produce Level 0Rp data products in HDF format, but are required to distribute Level-1T data products in Geo-TIFF format. Specifications regarding Level-0Rp and Level-1T data products are documented in the appropriate mission Data Format Control Book (DFCB) and made available by the USGS.

International Cooperator (IC):

An International Cooperator (IC) is any non-U.S. Government agency or commercial organization acting on behalf of or in cooperation with a foreign government or international organization, which enters into an agreement with USGS for purposes of receiving or exchanging Land Remote Sensing Satellite Data.

Key U.S. Government Programs:

Key U.S. Government Programs are any U.S. Government agencies and U.S. Government contractors, other U.S. and foreign researchers and entities involved in the United States 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 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 USGS user interface. Specifications regarding the metadata are documented in the Landsat Metadata Description Document (LMDD) and made available by USGS.

Raw Data:

Raw Data is 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:

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

IN WITNESS WHEREOF, respective representatives of the Parties have signed this Memorandum of Understanding.

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

**For National Institute of Statistics
and Geography:**

Sally Jewell
Sally Jewell
Secretary of the Interior

Eduardo Sojo Garza Aldape
Eduardo Sojo Garza Aldape
President

13 of November
Date

13 de noviembre
Date

Mexico, D.F.
Place

México, D.F.
Place

Carlos Agustín Guerrero Elemen
Carlos Agustín Guerrero Elemen
Director General of Geography
and Environment

13 de noviembre
Date

México, D.F.
Place

**SPECIFIC ANNEX II TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE
UNITED STATES GEOLOGICAL SURVEY (USGS) OF THE DEPARTMENT OF THE
INTERIOR AND THE NATIONAL INSTITUTE OF STATISTICS AND GEOGRAPHY
(INEGI) OF MEXICO FOR COOPERATION IN THE USE OF U.S. LAND REMOTE
SENSING SATELLITE DATA**

LANDSAT 8. ANNUAL ACCESS FEE AGREEMENT

ARTICLE 1 – INTRODUCTION

Pursuant to Article 6 of the Memorandum of Understanding (MOU) between the United States Geological Survey of the Department of the Interior and the National Institute of Statistics and Geography (INEGI) of Mexico for the Direct Reception, Distribution, and Exchange of 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, 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 USGS and INEGI.

ARTICLE 2 – FEE STRUCTURE

The fee structure comprises a one-time initialization fee and an annual access fee. If INEGI 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 INEGI will be U.S. \$35,000 for the receiving site(s) located near Chetumal, Mexico, which shall be paid by INEGI at the latest on 15 December 2015 upon delivery of the USGS bill. The calculation of the amount of payment for the service shall consider the contribution based on the FIX exchange rate of the dollar, set by the Bank of Mexico, to settle liabilities denominated in US dollars payable in Mexico, which is in effect on the day the transaction is performed.

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 calculation of the amount of payment for the service shall consider the contribution based on the FIX exchange rate of the dollar, set by the Bank of Mexico, to settle liabilities denominated in US dollars payable in Mexico, which is in effect on the day the transaction is performed.

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 INEGI will be U.S. \$100,000 for the receiving site(s) located near Chetumal, Mexico. The calculation of the amount of payment for the service shall consider the contribution based on the FIX exchange rate of the dollar, set by the Bank of Mexico, to settle liabilities denominated in US dollars payable in Mexico, which is in effect on the day the transaction is performed.

USG Fiscal Year 2013 is the base year for each of these fees, so the fee increases each fiscal year from that date.

ARTICLE 3 – PAYMENT SCHEDULE

The antenna move fee, if applicable, shall be due and payable by INEGI 30 days prior to reception of Landsat 8 data.

The annual access fee will be payable annually by INEGI. The INEGI will receive a bill 30 days prior to the start of the USG Fiscal Year (billing date of September 1). Annual payments by INEGI will be due at the start of the USG Fiscal Year (October 1).

The USGS reserves the right to terminate transmission of Landsat 8 data to INEGI at any time that INEGI is in arrears in its payments to the USGS or is delinquent in regularly scheduled delivery of telemetry data to the USGS in accordance with MOU Article 2.A.3. The USGS will notify INEGI 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 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 "Current Value of Funds Rate (CVFR)" on the overdue balance for each 30-day period or portion thereof that payment is delayed.

Should either Party encounter budgetary problems that could affect the activities carried out under this Specific Annex, that Party shall notify and consult with the other Party in a timely manner in order to minimize the negative impact of such problems on cooperation.

ARTICLE 4 – FEE CHANGES

While USGS reserves the right to make modifications to the annual access fee used in this fee structure, it is 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 USGS to INEGI 60 days prior to the implementation of the proposed change. Any proposed fee change will not exceed 10% of the current annual access fee.

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

	(+3%) USG FY2015	(+3%) USG FY2016	(+3%) USG FY2017	(+3%) USG FY2018
One Site	U.S. \$106,090	U.S. \$109,273	U.S. \$112,551	U.S. \$115,927

ARTICLE 5 – CONTINGENCIES

The USGS, in consultation with INEGI, may curtail or terminate the transmission of data and adjust the annual access fees if 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 INEGI through an Exchange of Letters. At the beginning of each new USG Fiscal Year, USGS and INEGI 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 the annex.

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

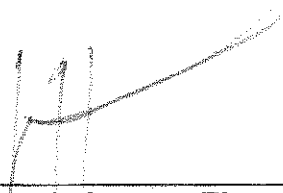


Virginia Burkett
Associate Director
Climate and Land Use Change (CLU)

November 13
Date

Mexico, D.F.
Place

For National Institute Statistic and
Geography:



Carlos Agustín Guerrero Elemen
Director General of Geography and
Environment

13 de noviembre
Date

México, D.F.
Place