

MEMORANDUM OF AGREEMENT

BETWEEN THE

**NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
NATIONAL ENVIRONMENTAL SATELLITE, DATA, AND
INFORMATION SERVICE, AND THE NATIONAL WEATHER SERVICE,
U.S. DEPARTMENT OF COMMERCE**

AND

**UNITED STATES NAVY
NAVAL METEOROLOGY AND OCEANOGRAPHY COMMAND
U.S. DEPARTMENT OF DEFENSE**

AND

**UNITED STATES AIR FORCE
AIR FORCE DIRECTORATE OF WEATHER
U.S. DEPARTMENT OF DEFENSE**

ON

DATA ACQUISITION, PROCESSING, AND EXCHANGE

1. PURPOSE

This Memorandum of Agreement (MOA) establishes overarching policies and management structure for Data Acquisition, Processing, and Exchange (DAPE), whereby the National Oceanic and Atmospheric Administration (NOAA), the Department of the Navy, and the Department of the Air Force (hereinafter referred to as “the Parties”) cooperate in the operational acquisition, processing, storage, and exchange of unclassified environmental data. These data include observations (satellite, and other remotely sensed, and in situ), model output (atmospheric, ocean, space, and land surface analyses and forecasts) and resultant products. This agreement enables a broad range of cooperative activities between the Parties and it supercedes the Shared Processing MOA dated 4 November 2003.

2. GOAL

The goal of this agreement is to more efficiently use resources, eliminate redundancy, provide a mechanism for approving and prioritizing new requirements, and coordinate actions to obtain the needed resources through the governmental planning, programming, and budgeting process. To this end, the Parties recognize it is in their mutual interest to establish this MOA to facilitate the identification of common needs and solutions that support the acquisition, processing, and exchange of environmental data and services. The Parties further understand the unique missions and capabilities of each of the Operational Processing Centers (OPC¹). It is from this mutual understanding that the Parties may collaborate on issues of mutual interest and benefit (e.g., requirements definition, algorithm and software development, data acquisition / processing / distribution / archival / utilization / integration, system interfaces, network capacity planning, and emergency back-up). This MOA will enable the Parties’ OPCs to meet current and future requirements more efficiently.

3. SCOPE

This MOA applies to the following interagency collaboration areas:

- Terrestrial and space weather, ocean, land surface, and climate analysis and prediction.
- Acquiring and sharing environmental data for assimilation into models and products.
- Joint management of common databases and holdings.
- Data communications and exchange between the OPCs, to include transmission mechanisms, media, and data compression technologies.
- Deterministic and stochastic modeling for the full spectrum of global and regional numerical models that support the operational community.

¹ The OPCs are: NOAA/National Environmental Satellite, Data and Information Service/Office of Satellite Data Processing and Distribution, and NOAA/National Weather Service/National Centers for Environmental Prediction, USAF/Air Force Weather Agency, USN/Fleet Numerical Meteorology and Oceanography Center, and USN/Naval Oceanographic Office

- High performance computing and information technology initiatives.
- Sharing data with the research community on a non-interference basis to enhance future operational capabilities.
- Development and maintenance of common services including software tools, configuration management, and data format documentation.
- Planning and allocation of resources to meet changing needs and requirements.

Specific provisions will be established through annexes to this agreement. An annex is defined as a detailed description of a cooperative agreement that is within the scope of this MOA. Annexes are subject to all provisions of this MOA and shall state such in their introductions. Annexes will include estimates of resources needed to achieve established objectives.

4. ORGANIZATION AND MANAGEMENT

The MOA management structure for the DAPE activities:

Program Council/National Operational Processing Centers (NOPC): Program Council members consist of NOAA's Assistant Administrator for Satellite and Information Services and the Assistant Administrator for the National Weather Service, the Commander of Naval Meteorology and Oceanography Command, and the Air Force Director of Weather. The NOPC sets policy; provides strategic vision, planning, program guidance, and interagency funding authority; identifies future roadmap capabilities for their own agencies; and determines how to effectively position themselves for future requirements and collaboration. Each member of the NOPC will appoint an Agency Coordinator to assist in budget and policy issues and in monitoring overall program performance.

Member organizations are responsible for planning, programming, and budgeting their own resources to meet organizational obligations to the NOPC. Program Council members will keep the Council apprised of decisions and commitments impacting resource allocation that would impact the NOPC and its commitments. The Council will be aware of organizations' activities and identify coordinated approaches to solving the nation's highest priority environmental information needs.

The NOPC is chaired by the Federal Coordinator for Meteorological Services and Supporting Research, who will serve as a nonvoting member. The members of the NOPC, advised by the Federal Coordinator, will determine how often they should meet.

Committee for Operational Processing Centers (COPC): The COPC consists of the Directors of the OPCs. The COPC is responsible for the overall implementation of cooperative initiatives and will focus on operational processing capabilities and responsibilities. The COPC will agree upon development initiatives, operational capabilities, and the need to address future requirements. The COPC will also make interagency funding recommendations to the NOPC. The COPC meets

at least annually with the host agency providing the chair. The COPC will refer unresolved issues to the NOPC.

Working Group for Cooperative Support and Backup (WG/CSAB): The WG/CSAB is the executive agent of the COPC. It consists of membership from each OPC plus the National Weather Service Telecommunications Operations Center. The WG/CSAB will establish common procedures and implement COPC-approved improvements and new products. The WG/CSAB will meet at least semi-annually with the chair being appointed by the COPC for a fixed term. The CSAB charters joint action groups for specific tasks.

Joint Action Groups (JAG): The Joint Action Groups coordinate and implement cooperative strategies specified in the DAPE annexes and/or as tasked by the WG/CSAB. The JAGs for Operational Data Acquisition for Assimilation (JAG/ODAA), Operational Community Modeling (JAG/OCM), and Centralized Communication Management (JAG/CCM) consist of members representing the OPCs and related constituents.

5. FUNDING

Parties to this agreement are responsible for planning, programming, and budgeting their own resources to meet organizational commitments specified in the annexes. The Parties will implement the MOA to achieve the intended benefits consistent with each Party's mission responsibilities. The transfer of funds between the Parties shall be permitted in support of specific annexes where it is deemed by the Parties to be the most efficient or beneficial arrangement for the successful execution of the activity. Any contracts or other exchange of funds required for activities conducted pursuant to this MOA shall be consistent with applicable laws and regulations.

6. LEGAL AUTHORITY

NOAA/NESDIS and NOAA/NWS have authority to enter into this agreement under:

- (1) 15 U.S.C. & 313, the National Weather Service organic authority; 16 U.S.C. & 1451 et seq., the Coastal Zone Management Act; and 15 U.S.C. 2901, et seq., which establishes a National Climate Program; and
- (2) 15 U.S.C. & Section 1525, the Department's Joint Project Authority, which provides that the Department may enter into joint projects with nonprofit, research, or public organizations on matters of mutual interest, the cost of which is equitably apportioned.

The USAF has authority to enter into this agreement under Department of Defense Instruction 4000.19, Interservice and Intragovernmental Support.

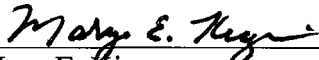
The USN has authority to enter into this agreement under 10 USC Section 5013, Secretary of the Navy.

7. TERMS OF AGREEMENT

- (1) Acquisition, processing, and exchange of data and products will take place via computer and communication systems approved by the COPC. The Parties of this MOA will cooperate to achieve the most cost-effective means of sharing data and products. The COPC will serve as the approval authority for data processing or exchange requirements that could approach or surpass computer system/network capacity.
- (2) The annexes to this MOA will provide specific details on the nature and scope of data acquisition, processing, and exchange activities as well as the responsibilities of each Party. The WG/CSAB shall ensure the annexes are prepared and maintained. Annexes may be developed and coordinated by the WG/CSAB and approved by the Parties as needed independent of this MOA.
- (3) Annexes that include joint contracting arrangements shall include the criteria for determining which agency issues and administers contract obligations. These annexes shall address the responsibilities of each Party for contract termination costs should the contract be prematurely terminated. In the absence of such provisions in an annex, contract termination costs will be proportional to the percentage of dollars each agency put on contract.
- (4) Should any Party conduct domestic or international negotiations on subjects within the scope of this MOA with a third party, which may lead to agreements that could create or imply obligations or commitments affecting other Parties, the Party conducting the negotiations will consult with the others.
- (5) Contingency cooperative arrangements may be initiated independent of this MOA and without formal agreement whenever they are required for response to an emergency, involve an immediate safety risk or operational requirement, and are short term (less than 90 days). Written authorization will be obtained from each Party for extension of such arrangements beyond 90 days. If the arrangements involve commitment of personnel, transfer of resources, or joint contracts that dictate extension beyond six months, the WG/CSAB will ensure an annex to this MOA is prepared and staffed.
- (6) Additional agencies may participate in annexes within the scope of this MOA, if approved by all Parties. The NOPC will approve decisions involving multi-agency participation in annexes.
- (7) If any provision of this MOA is determined to be inconsistent with existing laws or regulations or directives governing any Party, then remaining independent provisions of this MOA not affected by a finding of inconsistency shall remain in full force and effect.
- (8) The Parties will review and amend this MOA as required. It will automatically terminate five years from the date of the last signature, unless extended in writing by

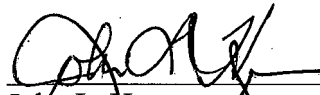
the Parties. Any Party may withdraw from this agreement with 180 days prior written notice to the other Parties.

SIGNATORIES




Mary E. Kicza
Assistant Administrator
for Satellite and Information Services
NOAA/NESDIS

DATE: Sept 24, 2008




John L. Hayes
Assistant Administrator
for Weather Services
NOAA/NWS

DATE: 09.10.2008



David W. Titley, RDML
Commander
Naval Meteorology and Oceanography Command
United States Navy

DATE: 2 September 2008



Fred P. Lewis, SES, PhD
Director of Weather
United States Air Force

DATE: 18 Jul 08