

MEMORANDUM OF AGREEMENT

FOR

ESTABLISHING A JOINT PROJECT

AMONG THE

**NATIONAL GEOPHYSICAL DATA CENTER
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
U.S. DEPARTMENT OF COMMERCE**

AND THE

**SCHMIDT INSTITUTE OF PHYSICS OF THE EARTH
RUSSIAN ACADEMY OF SCIENCES**

AND THE

**GEOPHYSICAL CENTER
RUSSIAN ACADEMY OF SCIENCES**

AND THE

**SPACE RESEARCH INSTITUTE
RUSSIAN ACADEMY OF SCIENCES**

1. PARTIES

This document constitutes a Memorandum of Agreement (MOA) between the National Atmospheric and Oceanic Administration's (NOAA), National Environmental Satellite, Data and Information Service (NESDIS), National Geophysical Data Center (NGDC), the Schmidt Institute of Physics of the Earth (IPE) of the Russian Academy of Sciences (RAS), the Geophysical Center (GC) RAS and the Space Research Institute (Insitut Kosmicheskikh Issledovanij, IKI) RAS to work together under a cooperative initiative promoting the exchange and integration of environmental data.

2. AUTHORITIES

NOAA has authority to participate in fostering cooperation to provide opportunities to exchange information, ideas, skills, techniques, data, and management practices, as well as engage the collaboration of the signatories in activities as mutually agreed with RAS:

- a. 15 U.S.C. Section 313; 15 U.S.C. Section 2901, et seq.; 33 U.S.C. Section 883d; 33 U.S.C. Section 1442; 16 U.S.C. Section 1456c; and 49 U.S.C. Section 44720.

3. PURPOSE

Pursuant to this MOA, the Parties will under the auspices of the Global Earth Observation System of Systems (GEOSS), foster cooperation between the Parties to provide opportunities to exchange information, ideas, skills, techniques, management practices, and data that monitor and describe the land, marine, near-Earth, space and solar environment as well as engage the collaboration of the signatories in activities as mutually agreed. This collaboration will directly contribute to GEOSS, which is considered by the Parties as the highest priority of the joint activities.

Under this agreement particular attention will be paid to, but not limited to the exchange of information on space weather and other data related to solar terrestrial physics, natural hazards, global relief, geomagnetic, ionospheric, gravity and GPS data. The cooperation is also focused on the development of new internet-based technologies for rapid remote data access, processing and dissemination where allowed by national policy.

4. RESPONSIBILITIES OF THE PARTIES

NGDC, IPE, GC and IKI agree to exchange data in support of GEOSS and the International Council for Science World Data Center system, in the field of solar-terrestrial physics, solid earth geophysics, and marine geology and geophysics as well as in other areas as appropriate. The Parties will follow the principle of full and open data exchange. Rapid and real time data exchange is strongly encouraged where allowed by national policy.

The terms and conditions for specific activities identified by the Parties to be of mutual interest and to be undertaken as collaborative projects will be described in Work Plans to be developed as annexes to this MOA. All Work Plans should be consistent with the provisions of this MOA. Work Plans will provide: legal authorities under which activities described therein will be carried out; specific detail on the nature and scope of activities to be undertaken; project governance, budget details, and reporting mechanism; the individual and joint responsibilities of the Parties and their designates; any other provisions as may be required consistent with the provisions of this MOA. Subject to the availability of appropriated funds, each Party is responsible for funding its portion of any project undertaken under a Work Plan.

Work Plans may include the regular exchange of scientists between NGDC and one or more of IPE, IKI and GC, which is very important and useful to promote cooperation. The responsibilities of the hosting and visiting institutions will be agreed upon on a case by case basis in the Work Plans. The hosting institution will provide work space, computer and normal office support to the visiting personnel.

6. CONTACTS

The contacts of each party to this agreement are:

For the National Geophysical Data Center, NESDIS, NOAA

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Director

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For the Space Research Institute, IKI, RAS

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For the Institute for the Physics of the Earth RAS

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For the Geophysical Center RAS

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The Parties agree that if there is a change regarding the information in this section, the Party making the change will notify the other Parties in writing of such change.

7. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

This memorandum of agreement will become effective when signed by all parties, and will expire five years from the date of signature. The memorandum of agreement may be amended at any time by mutual written consent of the parties. The Parties will review this memorandum of agreement at least once within the third year of its signature to determine whether it should be revised, renewed, or canceled. Any Party may terminate its participation in the memorandum of agreement by providing thirty (30) days written notice to the other Parties. In the event a Party's participation in this memorandum of agreement is terminated, or all the Parties agree in writing to terminate this memorandum of agreement, each Party shall be solely responsible for the payment of any expenses it has incurred.

8. OTHER PROVISIONS

All Parties agree that no funds are to be transferred through the auspices of this MOA and that all undertakings under this memorandum of agreement are subject to the availability of resources. This memorandum of agreement is not legally binding and does not obligate the funds or resources of any of the Parties. However, this does not preclude, but in no way guarantees, the provision of future financial and in-kind support for project activities through a procurement contract, financial assistance grant or a cooperative agreement, or other mechanism between or among any of the Parties.



Christopher Fox
Director,
NOAA/NESDIS/NGDC

15 Jan 2009
Date



Alexander Gliko
Director, IPE RAS

6 March 2009
Date



Alexei Gvishiani
Director, GC RAS

6 March 2009
Date



Ley Zeleny
Director, IKI RAS

4 March 2009
Date