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MEMORANDUM OF AGREEMENT BETWEEN  
THE UNITED STATES AIR FORCE (USAF)  
AND  
THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA)  
FOR  
INTERAGENCY COOPERATION ON COLLECTION OF  
SPACE-BASED ENVIRONMENTAL MONITORING (SBEM) DATA

This is a Memorandum of Agreement (MOA) between the USAF and the NOAA. When referred to collectively, the USAF and the NOAA are referred to as the "Parties."

1. **AUTHORITIES:** The Parties enter into this support agreement under the Economy Act; 31 U.S.C. §1535, as amended. Specific requests for interagency acquisitions or other instances of support will be documented through annexes to this agreement. An annex is defined as a detailed agreement between the Parties to accomplish specific interagency support that is within the scope of this overarching MOA. Annexes are subject to all provisions of this MOA and shall state such in their introductions. Any interagency acquisitions arising from this MOA shall comply with the requirements of Subpart 17.5 of the Federal Acquisition Regulation and shall be supported by a properly executed Determinations and Findings.

2. **PURPOSE:**

2.1. This MOA establishes overarching policies for reimbursable support between the Parties on a range of matters including, but not limited to, transfer of materiel assets, engineering support for development and installation of equipment, satellite operations, and collection of SBEM data by U.S. Government, international, and commercial environmental satellites to support operations and research. These matters may require domestic and international partnership efforts to ensure the USAF and NOAA have sufficient access to atmospheric, oceanographic, land surface (e.g., soil moisture), and space environment data, remotely sensed, and *in situ* in the case of space environment data, to support their operations. This agreement enables a broad range of mutually beneficial support activities between the Parties.

2.2. This MOA is not intended to preempt or foreclose any ongoing or established arrangements or agreements between the Parties. Such agreements will remain in effect until revised, rescinded, or expired pursuant to the terms of the individual agreement. It is intended to establish a mechanism through which the Parties may continue to pursue mutually beneficial interagency support and efforts, and to solidify oversight and execution plans for the same. The Parties intend that current and future SBEM data collection agreements between the Parties be incorporated as annexes to this MOA.

2.3. No subsidiary agreement under this provision will provide reimbursement for services, acquisitions, or activities over which the requesting party has mission responsibility under their organic statutes or for which it has otherwise received appropriations to execute.

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3. REQUESTING ASSISTANCE:

3.1. Either party may request coordination of SBEM efforts (non-reimbursable) through a memoranda of understanding (MOU) or exchange of letters. Both Parties will:

3.1.1. Cooperate in mutual areas of interest and share data, information and findings of mutual concern;

3.1.2. Establish specialized working groups of personnel, when necessary or expedient, to conduct studies, develop plans and provide program implementation guidelines for specific SBEM data collection program areas as required; and

3.1.3. Cooperate and support the operation of program activities, technology applications, development and related work pertaining to cooperative activities pursued under this MOA.

3.2. Either party may request reimbursable SBEM assistance under this agreement for support of the following activities: (1) acquisition or transfer of equipment or assets; (2) data, data collection and data collection services; and (3) support services pertaining to engineering, research, satellite operation, acquisition, equipment installation or maintenance, or similar SBEM associated activities.

3.3. The Party requesting support (requesting agency) shall:

3.3.1 Identify the SBEM support, assets, and/or assistance needed from the other party;

3.3.2 Submit a letter requesting support under this agreement, providing all pertinent requirements, to the other party;

3.3.3 If the other party can support the request, draft an annex to this MOA for mutual coordination and execution;

3.3.4. Ensure full funding is available for obligation prior to execution of any reimbursable support annex;

3.3.5 Provide necessary funding information and certifying official required for prompt payment via Intra-Governmental Payment and Collection System;

3.3.6. Notify the Party supplying support of the receipt and acceptance/non-acceptance of that support. The requesting party shall report any noted deficiencies promptly and work with the supporting agency to resolve the matter in accordance with the governing annex; and

3.3.7. Provide prompt reimbursement for any accepted support upon receipt of an itemized statement from the supporting Party in accordance with the governing annex.

3.4 The Party providing support (supporting agency) shall:

3.4.1. Upon receipt of a request for support, determine whether the agency can satisfy the requesting Party's request under this agreement;

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3.4.2. Provide an estimated cost of the requested SBEM services, assets, or other support to requesting Party. Identify and document the basis for any fees to be charged for support;

3.4.3. Provide pertinent funding information;

3.4.4. Coordinate on and execute a reimbursable support annex pursuant to the agreement;

3.4.5. Promptly address service, asset or other support acceptance issues or deficiencies on behalf of the requesting party in accordance with the governing annex;

3.4.6. Pay contractor, personnel, asset or other costs for support and present an itemized invoice to the requesting party for reimbursement of such costs pursuant to the governing annex.

4. NATURE OF THE AGREEMENT: Each party to this agreement is independently responsible for budgeting, funding and providing the services described herein. However, all commitments made in this MOA are subject to the availability of appropriated funds and each party's priorities. Nothing in this MOA, in and of itself, obligates any participant to expend appropriations. Any endeavor involving reimbursement or contribution of funds between the participants to this MOA will be handled in accordance with pertinent legal authorities, and will be subject to separate, subsidiary support agreements (annex) with reimbursements executed via Military Interdepartmental Purchase Requests.

5. GENERAL PROVISIONS:

5.1. POINTS OF CONTACT: The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its point of contact upon reasonable notice to the other Party.

5.1.1. For the USAF—

5.1.1.1. Position and phone number of Primary POC:

Assistant Deputy Under Secretary of the Air Force (Space), (703) 695-9559

5.1.1.2. Position and phone number of Alternate POC:

Director of Staff, Deputy Under Secretary of the Air Force (Space),  
(703) 693-5102

5.1.1.3. Position and phone number of Alternate POC for operational satellite data:

Air Force Director of Weather / Air Force Deputy to NOAA, (703) 614-7373

5.1.2. For the NOAA—

5.1.2.1. Position and phone number of Primary POC:

Deputy Assistant Administrator, NESDIS, (301) 713-2010

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5.1.2.2. Position and phone number of Alternate POC:

Director, Office of System Architecture and Advanced Planning, (301) 713-7311

5.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to the USAF, to—

5.2.1. SAF/SP

1670 Air Force Pentagon  
Washington, DC 20330-1670

5.2.2. HQ AF/A3W (Operational Satellite Data)

1490 Air Force Pentagon  
Washington, DC 20330-1490

and, if to the NOAA, to—

5.2.2. NOAA Deputy Assistant Administrator for Satellite and Information Service

SSMC1, Suite 8300  
1335 East-West Highway  
Silver Spring, MD 20910

or as may from time to time otherwise be directed by the Parties.

5.3. REVIEW OF AGREEMENT: This MOA will be reviewed annually on or around the anniversary of its effective date for financial impacts and triennially in its entirety.

5.4. MODIFICATION OF AGREEMENT: This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

5.5. DISPUTES: Any disputes relating to this MOA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19 and Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10.

5.6. TERMINATION OF AGREEMENT: This MOA may be terminated by either Party by giving at least 180 days written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.

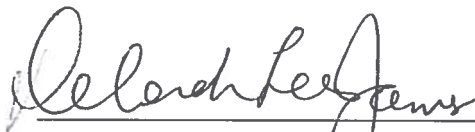
5.7. TRANSFERABILITY: This Agreement is not transferable except with the written consent of the Parties.

5.8. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA, as supplemented by future annexes, embodies the entire agreement between the Parties regarding the MOA's subject matter.

5.9. EFFECTIVE DATE AND DURATION: This MOA takes effect beginning on the day after the last Party signs. This MOA will terminate 5 years after the last Party signs, unless extended through a modification to this MOA.

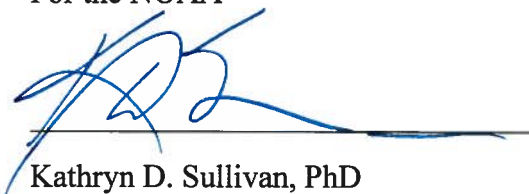
AGREED:

For the USAF—



Deborah Lee James  
Secretary of the Air Force

For the NOAA—



Kathryn D. Sullivan, PhD  
Under Secretary of Commerce for Oceans and  
Atmosphere  
and Administrator, National Oceanic and  
Atmospheric Administration  
U.S. Department of Commerce

JAN 9 2017

(Date)

1-9-17

(Date)