

***THIRD AMENDMENT TO THE AGREEMENT
BETWEEN
THE UNITED STATES
NATIONAL OCEANIC AND ATMOSPHERIC
ADMINISTRATION
(NOAA)
AND
THE EUROPEAN ORGANISATION
FOR THE EXPLOITATION OF METEOROLOGICAL
SATELLITES
(EUMETSAT)
ON
JOINT TRANSITION ACTIVITIES
REGARDING POLAR-ORBITING OPERATIONAL
ENVIRONMENTAL SATELLITE SYSTEMS***

PREAMBLE

The United States National Oceanic and Atmospheric Administration (hereinafter referred to as "NOAA"), representing the interests of the National Aeronautics and Space Administration (NASA), and the Department of Defense (DoD) and other interested U.S. Government agencies,

and

The European Organisation for the Exploitation of Meteorological Satellites (hereinafter referred to as "EUMETSAT") established by the Convention opened for signature in Geneva on May 24, 1983 and entered into force on June 19, 1986, as amended by the Amending Protocol attached to EUMETSAT Council Resolution EUM/C/Res XXXVI, which entered into force on 19 November 2000,

RECALLING that EUMETSAT and NOAA have enjoyed long-standing and fruitful cooperation in the field of operational earth observation from space for meteorological purposes,

RECALLING that NOAA and EUMETSAT signed, on 24 June 2003, an Agreement on Joint Transition Activities Regarding Polar-Orbiting Operational Environmental Satellite Systems, hereinafter referred to as "the JTA Agreement",

RECALLING that, following the NOAA decision to rebuild NOAA N', NOAA confirmed to EUMETSAT its decision to make available to EUMETSAT AVHRR and AMSU-A instruments for integration on the Metop-3 satellite, and also its requirement for a re-tested MHS instrument for integration on the NOAA N' satellite,

RECALLING that EUMETSAT agreed to re-test the MHS instrument at no cost to NOAA, and that NOAA offered, in return for the MHS re-testing, to extend its support for the AMSU-A instrument designated for integration on the Metop-3 satellite, at no cost to EUMETSAT,

RECALLING that the arrangements related to the MHS re-testing resulted in a first Amendment to the JTA Agreement, concluded on 20 January 2005,

RECALLING that the results of the MHS re-testing established the need to repair this instrument, and that EUMETSAT agreed to repair it at no cost to NOAA,

RECALLING that NOAA offered, in return for the MHS repair, to extend its support for the AVHRR instrument designated for integration on the Metop-3 satellite, at no cost to EUMETSAT,

RECALLING, that the arrangements related to the MHS repair resulted in a Second Amendment to the JTA Agreement, concluded on 16 February 2006,

AWARE that, as a result of the revised baseline for the US NPOESS programme, NOAA has requested, and EUMETSAT has agreed, to embark a SEM instrument on Metop-3 at no cost to NOAA,

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TAKING INTO ACCOUNT that NOAA has offered, in return for the cost of embarking SEM, to extend its support for the AVHRR instrument designated for integration on the Metop-3 satellite, at no cost to EUMETSAT, and that the extension of AVHRR support to be provided by NOAA will be commensurate with EUMETSAT's cost to embark SEM,

CONSCIOUS that the above undertakings by NOAA and EUMETSAT regarding the embarkation of SEM and the long term support of AVHRR require the adjustment of some of the provisions of the JTA Agreement,

WISHING therefore to adapt the JTA Agreement to the new circumstances,

HAVE AGREED AS FOLLOWS:

Article 1

The JTA Agreement between NOAA and EUMETSAT shall be amended as follows:

1. **Article 2, Paragraph 2.1.1** shall be replaced by the following paragraph:

“Subject to 2.1.2 and 2.1.7, take all reasonable efforts to provide the following NOAA POES instruments to EUMETSAT for flight on the Metop-3 satellite:

- 1) Advanced Very High Resolution Radiometer (AVHRR) provided to support the optimum implementation of the Infrared Atmospheric Sounding Interferometer (IASI) sounding mission on Metop-3, assuming that the NPOESS Visible/Infrared Imager Radiometer Suite (VIIRS) provides the primary stand alone imaging mission in the early morning and afternoon orbits;
- 2) Advanced Microwave Sounding Unit (AMSU-A) and
- 3) Space Environment Monitor (SEM).”

2. **Article 2, Paragraph 2.1.4** shall be replaced by the following paragraph:

“Until 3.5 years after the launch of the last IJPS satellite currently planned in April 2011:

- 1) Maintain the NOAA-provided instruments listed in 2.1.1 and their Ground Support Equipment, after their release following the completion of initial integration and test on Metop-3; and
- 2) Provide contingency support.”

3. **Article 2, Paragraph 2.1.5** shall be replaced by the following paragraph:

“For SEM and AMSU-A, continue to provide relevant pre-launch support, as necessary, until the launch of Metop-3, and provide relevant support to commissioning activities. Should the launch of Metop-3 occur after October 2015, any support for pre-launch or commissioning activities regarding AMSU-A shall be provided by NOAA to EUMETSAT on a reimbursable basis pursuant to Article 6.1.”

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4. **Article 3, Paragraph 3.1.3** shall be replaced by the following paragraph:

“For all NOAA-provided instruments to be flown on Metop-3, with the exception of SEM and AMSU-A and its Ground Segment Equipment, provide, at EUMETSAT cost:

- 1) Maintenance, storage of instruments and their Ground Support Equipment and contingency support, as required for Metop 3 activities, starting 3.5 years after the launch of the last IJPS satellite currently planned in April 2011;
- 2) De-storage of the NOAA instruments and support to their subsequent final integration and test on the Metop 3 satellite; and
- 3) Support to Metop-3 pre-launch and commissioning activities.”

5. **Article 3, Paragraph 3.1.4** shall be replaced by the following paragraph:

“For the AVHRR instrument, should Metop-3 be launched after September 2014, reimburse NOAA, pursuant to Article 6.1, for any support for pre-launch and commissioning activities provided by NOAA.”

6. **Article 3, Paragraph 3.1.5** shall be replaced by the following paragraph:

“For the AMSU-A instrument, should Metop-3 be launched after October 2015, reimburse NOAA, pursuant to Article 6.1, for any support for pre-launch and commissioning activities provided by NOAA.”

7. The following paragraphs of Article 3 of the JTA Agreement are renumbered:

- Article 3.1.4 is renumbered as 3.1.6
- Article 3.1.5 is renumbered as 3.1.7
- Article 3.1.6 is renumbered as 3.1.8
- Article 3.1.7 is renumbered as 3.1.9

8. **Article 6, Paragraph 6.1** shall be replaced by the following paragraph:

Each Party shall bear the costs of fulfilling its respective responsibilities under this Agreement. As a general rule, there shall be no exchange of funds between the Parties, except as provided for in Articles 2.1.5, 2.1.6, 2.1.9, 3.1.3, 3.1.4, 3.1.5 and 3.1.8 above. This does not preclude one Party from transferring funds to the other Party to facilitate implementation of other obligations of the transferring Party under the Agreement. Such transfers would be negotiated on a case-by-case basis, and agreed to in writing by the Parties.

Article 2

This Amendment shall enter into force upon signature of both Parties.

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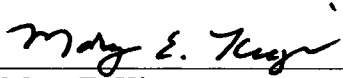
Article 3

All other provisions of the JTA Agreement, as modified in the Amendment to the JTA Agreement concluded on 20 January 2005 and in the Second Amendment to the JTA concluded on 16 February 2006, remain valid and in force.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement.

DONE in two originals in the English language.

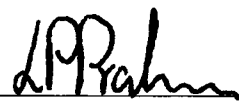
FOR THE
UNITED STATES NATIONAL
OCEANIC AND ATMOSPHERIC
ADMINISTRATION:



Dr. Mary E. Kicza
Assistant Administrator for
Satellite and Information Services

1 July 2008, DARMSTADT
Date and Place

FOR THE
EUROPEAN ORGANISATION
FOR THE EXPLOITATION OF
METEOROLOGICAL SATELLITES:



Dr. Lars Prahm
Director-General

1 July 2008, Darmstadt
Date and Place

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