

**Memorandum of Understanding
Between the
National Geospatial-Intelligence Agency
and the
U.S. Geological Survey**

- 1. Policy.** The mission of the National Geospatial-Intelligence Agency (NGA) is to provide timely, relevant, and accurate geospatial intelligence (GEOINT) in support of national security. NGA's ability to support government activities is best achieved through close and constant support and cooperation with its partner organizations. The mission of the U.S. Geological Survey (USGS) is to provide the nation with reliable scientific information to describe and understand the Earth; minimize loss of life and property from natural disasters; manage water, biological, energy, and mineral resources; and enhance and protect our quality of life.
- 2. Purpose.** Recognizing that the participating organizations create and maintain geospatial information and perform scientific analysis, this Memorandum of Understanding (MOU) establishes the framework for coordination and cooperation between the U.S. Geological Survey (USGS), Department of the Interior and the National Geospatial-Intelligence Agency (NGA), Department of Defense (hereinafter, referred to as the Parties or Agencies).
- 3. Authority.** National Space Policy Review, Dated June 2002; The United States Commercial Remote Sensing Space Policy, Dated April 2003; National Imagery and Mapping Agency Act of 1996 (PL 104-201), Department of Defense (DoD) Directive 5105.60, 10 USC 442(a) and 467,50 USC 404(e); Protection Against Unconventional Threats to the Homeland and Americans Overseas, Dated May 1998; The Organic Act of March 3, 1879 (43 USC 31 et seq.); Land Remote Sensing Policy (15 USC 82); Landsat Remote Sensing Strategy, Dated May 1994; Federal Response Plan Emergency Support Function #5, Intelligence Reform and Terrorism Prevention Act of 2004, Critical Infrastructure Identification, Prioritization, and Protection, Dated December 2003; E-Government Act of 2002, OMB Circular A-16, A-25, A-119 and A-130; Economy Act of 1932, as amended (31 USC 1535); and Executive Orders 12906, 12333, and 12951.
- 4. Scope.** This MOU serves as an umbrella agreement that sets forth the general terms and conditions under which the Parties will coordinate and cooperate in activities involving geospatial information, geospatial and imagery intelligence, remote sensing, in situ monitoring, and scientific analysis, investigations, and research.
- 5. Definitions.**

 - a. **Geospatial Information:** The term "geospatial information" means information that identifies the geographic location and characteristics of natural or constructed features and boundaries on the earth and includes-

1. Imagery: The term "imagery" means, except as provided in subparagraph (a.l.iii), a likeness or representation of any natural or constructed features or related object or activity and the positional data acquired at the same time the likeness or representation was acquired, including:
 - i. Products produced by space-based national intelligence reconnaissance systems; and
 - ii. Likeness and representations produced by satellites, airborne platforms, unmanned aerial vehicles, or other similar means.
 - iii. Such term does not include handheld or clandestine photography taken by or on behalf of human intelligence collection organizations.
 2. Statistical data and information derived from, among other things, remote sensing, mapping, surveying technologies, in situ monitoring, and scientific analysis, investigations, and research; and
 3. Mapping, charting, geodetic data, and related products.
- b. Geospatial and Imagery Intelligence:
1. Geospatial Intelligence (GEOINT): The term "geospatial intelligence" means the exploitation and analysis of imagery and geospatial information to describe, assess, and visually depict physical features and geographically referenced activities on the earth. Geospatial intelligence consists of imagery, imagery intelligence, and geospatial information.
 2. Imagery Intelligence (IMINT): The term "imagery intelligence" means the technical, geographic, and intelligence information derived through the interpretation or analysis of imagery and collateral materials.
- c. Remote Sensing: The term "remote sensing" refers to the acquisition or collection of information from a distance, as from an aircraft or space, using active and passive technologies to exploit the electromagnetic spectrum.
- d. In-situ monitoring: The term "in situ monitoring" refers to observations and associated measurements obtained in place at a location on the earth's surface through direct contact or interaction with an object or phenomena; this is in direct contrast with studying the object or phenomena from a distance or remotely.
- e. Scientific Analysis, Investigations, and Research: The terms "scientific analysis, investigations, and research" refer to the examination of geographic, geologic, hydrologic, and biologic processes in order to model and improve understanding and

predictive capability necessary to prepare for, mitigate, respond to, and recover from natural and man-made hazards.

6. Implementation.

- a. Implementation of this MOU shall be supported by appropriate annexes and will be coordinated through mutual agreement between the Director of USGS and the Director of NGA or their designated representatives.
- b. The Parties will review all existing agreements between the USGS and NGA and their predecessor organizations, with the intent to terminate, revise, consolidate, and/or incorporate as annexes to this MOU, where possible, such agreements pertaining to the areas of cooperation covered by the scope of this MOU.
- c. Each of the Parties shall implement their responsibilities under this MOU as to the covered entities under their jurisdiction through such binding regulations, orders, directives, and guidance as necessary or prudent from time to time.
- d. The specific interagency relationships and responsibilities with regard to the cooperative activities covered under the scope of this umbrella MOU shall be further defined in annexes to this MOU.

7. Financial Arrangements.

- a. The Parties will, through direct appropriations, cost/work share, or full reimbursement, carry out the activities covered by this MOU. Performance of either Party under the terms of this MOU is subject to the availability of appropriated funds and personnel resources through their respective funding procedures.
- b. Both Parties agree that reimbursement payment will be on a service provided basis, calculated using mutually agreed upon prices.
- c. This MOU is neither a fiscal nor funds obligation document. Any activities involving reimbursement or contribution of funds between the Parties of this MOU will be handled in accordance with applicable laws, regulations, and procedures. Such activities will be documented in annexes, with specific projects between the Parties spelled out. The separate annexes will reference this umbrella MOU. This MOU does not establish authority for noncompetitive award among the Parties for any contractor or other agreement.
- d. This MOU defines in general terms the basis on which the Parties will cooperate, and as such, does not constitute a financial obligation to serve as a basis for expenditures. Expenditures of funds, human resources, equipment, supplies, facilities, training, public information, and expertise will be provided by each signatory agency to the extent that their participation is required and resources are available.

- e. This MOU in no way restricts the Parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
- f. This MOU does not obligate the Parties to expend appropriations on any particular project or purpose or to enter into any agreements, contracts, or other obligations, even if funds are available.

8. Change, Modification, & Review.

- a. This MOU and its annexes, will be reviewed at least every year by the Directors of the Agencies or their designated offices acting after the date of the last signatory.
- b. Signers of this MOU, and their duly appointed successors, may initiate discussion to recommend review, update, or modification of this MOU at any time.
- c. During review, all Parties shall determine the continued applicability of this MOU and continuing relevance of its provisions.
- d. Changes and/or modifications to this MOU shall be in writing and signed by the Directors of the Agencies or their designated offices acting within the scope of their authority.
- e. Annexes can be added, modified, or deleted at any time upon joint approval by the Director of the Agencies or their designated offices.
- f. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this MOU.
- g. All requests for interpretation or modification shall be made in writing.

9. Termination.

- a. This MOU may be terminated at any time, by any Party, with or without cause, and without incurring any liability or obligation to the terminated Party (other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date) by giving the other Party at least one hundred-eighty (180) calendar days prior written notice of termination.
- b. Upon receipt of a notice of termination, the receiving Party shall take immediate steps to stop the accrual of any additional obligations, which might require payment.
- c. In the event of termination of this MOU, or any subsequent implementing Annex, the following rules shall apply:
 - 1. All Parties agree to prepare a mutually agreed to "Termination Protocol," which shall include procedures for satisfying any uncompleted obligation

arising during the period the MOU or any subsequent implementing Annex was in force;

2. All Parties shall continue participation, financial or otherwise, up to the effective date of termination. Each Party shall pay the costs it incurs as a result of the termination; and
3. Termination of the MOU terminates all subsequent implementing Annexes and Appendices, which may later come into force.

10. Protection of Information & Publication.

- a. When dealing with DoD restricted data and information, USGS will follow applicable DoD security policies.
- b. The Parties will appropriately identify any proprietary, privileged or otherwise restricted data and information before transfer takes place and will document all data transfers by their standard internal means.
- c. The Parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise restricted data and information that may come into their possession as a result of this MOU.
- d. All data and information approved for public release transferred among the Parties will be identified for public release, in accordance with the internal regulations of the originating Party.
- e. Publications documenting cooperative efforts may be prepared by either Party, or jointly, provided that Parties have an opportunity to review manuscripts prior to publication and that an NGA security review is performed.
- f. USGS agrees to implement the NGA security decisions.
- g. To the extent possible, decisions involving authorship, review of reports, and other conditions and circumstances will be addressed during the preparation of annexes referencing the MOU.
- h. Should technical differences of viewpoint occur on cooperative activities, an effort will be made to reconcile them. However, this shall not prohibit either Party from publishing the data or information provided it assumes sole responsibility and gives appropriate credit to the other agency.
- i. Neither NGA nor the USGS will make editorial changes to the portions of joint documents drafted by the other agency without full knowledge and consent of the other Party.

- j. The Parties agree that sharing credit is mutually beneficial, and will make every effort to assure that appropriate citation and attribution, including the use of official agency visual identifiers, is given for work performed under this MOU.
- k. Publicity and public information products, including news releases, reports, briefing papers, or other information products, are subject to the same terms and conditions as other publications as stated above.
- l. Any commitment of either Party to preserve the confidentiality and/or classification of information is subject to applicable United States laws and regulations.

11. Disputes.

- a. Where possible, disputes will be resolved by informal discussion between the Parties. If the Parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved by the Director of each agency.
- b. No one who is not a Party to this MOU has or shall have any rights whatsoever under this MOU to enforce any term of this MOU against the Parties for any action taken or not taken by them.

12. Construction.

- a. The Parties understand and agree that this MOU does not confer any legal rights, duties, or obligations on either Party and that this provision shall survive the termination of this MOU.
- b. The Parties understand and agree that this MOU is not subject to dispute in any forum outside of that forum provided in this MOU and that this provision shall survive the termination of this MOU.
- c. The Parties understand and agree that neither Party is authorized or empowered to act on behalf of the other with regard to any matter arising under this MOU and that this provision shall survive the termination of this MOU.
- d. The Parties understand and agree that neither Party shall be bound by the acts nor conduct of the other in connection with any activity governed by this MOU and that this provision shall survive the termination of this MOU.
- e. To the extent that this MOU provides for more expansive guidance than other authorities or agreements between the Parties, with the exception of statutes, or Presidential Directives including, but not limited to, Executive Orders and Presidential Directives, the more expansive provisions of this MOU shall be followed.

f. In the event of any inconsistency between the terms of the MOU, the inconsistency shall be resolved by giving preference in the following order:

1. TheMOU;
2. The Annexes;
3. The Appendices.

g. For the purposes of this MOU:

1. "Shall" or "must" are used in an imperative sense;
2. "May" is used in a permissive sense to state authority or permission to do the act prescribed;
3. "Or" is used in the alternate and inclusive sense;
4. "Nor" is used in the alternative and exclusive sense;
5. "Including" means including, but not limited to.

13. Warranties. Neither Party makes any express or implied warranty as to any matter, nor any other provision, arising under this MOU, its Annexes, or its Appendices.

14. Signatories.

- a. The foregoing represents the Memorandum of Understanding between the National Geospatial-Intelligence Agency and the U.S. Geological Survey upon the matters referred to herein.
- b. IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this MOU in duplicate and copies have been exchanged between Parties.

(Original Signature on File)

JAMES R CLAPPER, JR.
Lieutenant General, USAF (Ret.)
Director, National Geospatial-Intelligence Agency

Date: 15 May 2006

Office Number: 301-227-7300

(Original Signature on File)

P. PATRICK LEAHY
Acting Director
U.S. Geological Survey

Date: May 19, 2006

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