

ANNEX II

TO THE

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

**UNITED STATES GEOLOGICAL SURVEY
OF THE DEPARTMENT OF THE INTERIOR**

AND THE

[INTERNATIONAL COOPERATOR]

**FOR COOPERATION IN THE USE OF
U.S. LAND REMOTE SENSING SATELLITE DATA**

**LANDSAT 8
ANNUAL ACCESS FEE AGREEMENT**

INTRODUCTION

Pursuant to Article 7 of the Memorandum of Understanding (MOU) between the United States Geological Survey of the Department of the Interior and [IC] for the Direct Reception, Distribution, and Exchange of Land Remote Sensing Satellite Data; U.S. Presidential Decision Directive/National Science and Technology Council-3, as amended on October 16, 2000; and the Land Remote Sensing Policy Act of 1992, the USGS has established a fee structure to enable it to administer all operations in support of a global network of cooperating ground receiving stations for direct reception of data from the Landsat 8 mission. This Annex sets forth the related financial and administrative terms and conditions for Landsat 8 cooperation between the USGS and [IC].

This Annex is provided pursuant to Article 7 of the Memorandum of Understanding (MOU) between the United States Geological Survey of the Department of the Interior and [IC] for the Direct Reception, Distribution, and Exchange of Land Remote Sensing Satellite Data

ARTICLE 2 –FEE STRUCTURE

The fee structure comprises a one-time initialization fee and an annual access fee. If [IC] moves a receiving antenna to a new location greater than 50 kilometers from its original location, an antenna move fee will be assessed. The annual access fee will be payable for the United States Government (USG) Fiscal Year, which begins on October 1 and ends on September 30, and may be prorated to the remaining portion of the USG Fiscal Year, from the start date for direct transmission of Landsat 8 data to September 30.

The initialization fee for a new IC or a new IC station is U.S.\$[TBD] for each receiving site. The total initialization fee for [IC] will be U.S.\$[TBD] for the receiving site(s) located at [IC Ground Station(s)].

The antenna move fee is U.S. \$[TBD] and will be billed each time a station is moved a distance greater than 50 kilometers.

The annual access fee is U.S. \$[TBD] for a single station operation. Each additional ground station has an annual access fee of U.S. \$[TBD]. The total annual access fee for [IC] will be U.S. \$[TBD] for the receiving site(s) located at [IC Ground Station(s)].

USG Fiscal Year 2013 is the base year for each of these fees.

ARTICLE 3 – PAYMENT SCHEDULE

The one-time initialization fee and antenna move fee, if applicable, are due and payable 30 days prior to [IC] reception of Landsat 8 data.

[The annual access fee will be applied immediately for existing ICs, or in the second year of cooperation (following the first year's initialization fee) for new ICs. The annual access fee may be payable either quarterly or annually. International Cooperators choosing quarterly billing will receive a bill 30 days prior to the start of each quarter for the USG Fiscal Year (billing dates include: September 1, December 1, March 1, and June 1). International Cooperators choosing annual billing will receive an annual bill 30 days prior to the start of the USG Fiscal Year (billing date of September 1).]

[Quarterly payments by International Cooperators will be due at the start of each quarter of a USG Fiscal Year (payment due dates: October 1, January 1, April 1, and July 1). Annual payments by International Cooperators will be due at the start of the USG Fiscal Year (October 1).]

The USGS reserves the right to terminate transmission of Landsat 8 data to [IC] at any time that [IC] is in arrears in its payments to the USGS or is delinquent in regularly scheduled delivery of raw telemetry data to the USGS in accordance with MOU Article 3.A.3. The USGS will notify [IC] 30 days in advance of its intention to terminate transmission for these reasons. Payments may be by check or wire transfer in U.S. dollars. Payments by check shall be in U.S. dollars and shall be payable to:

Department of the Interior/USGS

Payments by check shall be mailed to

USGS Office of Financial Management
271 National Center
12201 Sunrise Valley Drive
Reston, Virginia, 20192 USA

Payments by wire transfer shall be in U.S. dollars and transferred to the USGS's bank account. The USGS will provide exact wire transfer information with each billing.

All payments must be received within 30 days from the date of invoice. Charges for late payment will be at the U. S. Treasury Department prevailing rate on the overdue balance for each 30-day period or portion thereof that payment is delayed.

ARTICLE 4 – FEE CHANGES

While USGS reserves the right to make modifications to the annual access fee used in this fee structure, it is the USGS's intent to minimize the changes to the fee structure during the life of the Landsat 8 mission. For the Landsat 8 mission, a 3% annual increase is planned to account for average annual rates of inflation. Reasonable notification of any proposed change to these fees (initialization, antenna move, and annual access fees), taking into account the budget cycles of the parties, shall be provided in writing by the USGS to [IC] 60 days prior to the implementation of the proposed change. Any proposed fee change would not exceed 10% of the current annual access fee.

For budget planning purposes, the anticipated fee structure for a new IC is as follows:

	Year 1	Year 2 (+3%)	Year 3 (+3%)	Year 4 (+3%)
Antenna Initialization Fee*	U.S. \$TBD			
One Site		U.S. \$TBD	U.S. \$TBD	U.S. \$TBD
Two Sites		U.S. \$TBD	U.S. \$TBD	U.S. \$TBD

* if applicable, for each antenna

For budget planning purposes the anticipated fee structure for a current IC is as follows:

	Year 1	Year 2 (+3%)	Year 3 (+3%)	Year 4 (+3%)
Antenna Move Fee*	U.S. \$TBD ‡			
One Site	U.S. \$TBD	U.S. \$TBD	U.S. \$TBD	U.S. \$TBD
Two Sites	U.S. \$TBD	U.S. \$TBD	U.S. \$TBD	U.S. \$TBD

* if applicable

‡ for each antenna move

ARTICLE 5 – CONTINGENCIES

The USGS, in consultation with [IC], may curtail or terminate the transmission of data and adjust the annual access fees if the USGS is unable to satisfy data requests due to spacecraft system capability limitations or ground receiving stations conflicts.

ARTICLE 6 – DURATION AND AMENDMENT

This Annex will remain in effect as long as the MOU remains in force, and it may be amended by mutual consent of USGS and [IC] through an Exchange of Letters.

At the beginning of each new USG Fiscal Year, the USGS and [IC] will review this Annex and revise it if necessary.

ARTICLE 7 – AUTHORIZING SIGNATURES

The signatures of the authorized officials below signify the agreement by the Parties to the terms of the annex.

For the United States Geological Survey
of the Department of the Interior:

For [**International Cooperator**]

Dr. D. Bryant Cramer
Associate Director for Geography
U.S. Geological Survey
Reston, Virginia

Name
Title
Organization
Location

(date)

(date)