

**ANNEX II**  
**TO THE**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**UNITED STATES GEOLOGICAL SURVEY**  
**OF THE DEPARTMENT OF THE INTERIOR**  
**AND THE**  
**<IC>**  
**OF <COUNTRY>**  
**FOR COOPERATION IN THE USE OF**  
**U.S. LAND REMOTE SENSING SATELLITE DATA**  
**LANDSAT 8-9**  
**ANNUAL ACCESS FEE ARRANGEMENT**

## SECTION 1 – INTRODUCTION

Pursuant to Section 6 of the Memorandum of Understanding (MOU) between the United States Geological Survey of the Department of the Interior and the <IC> of <Country> 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 (P.L. 102-555), 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 and Landsat 9 missions. This Annex sets forth the related financial and administrative terms and conditions for Landsat 8-9 cooperation between the USGS and <IC>.

## SECTION 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 is intended to be assessed. The annual access fee is intended to 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 or Landsat 9 data to September 30.

The initialization fee for a new International Cooperator (IC) or a new IC station is U.S. \$35,000 for each receiving site. The total initialization fee for <IC> is U.S. <TBD> for the receiving site(s) located at <location>.

The antenna move fee is U.S. \$15,000 and is intended to be billed each time a station is moved a distance greater than 50 kilometers.

The annual access fee is U.S. \$100,000 for a single ground station operation acquiring a single Landsat mission (Landsat 8 or Landsat 9). Each additional ground station has an annual access fee of one-half the single ground station fee. Each additional mission has an annual access fee of U.S. \$15,000. The total annual access fee for <IC> is U.S. <TBD> for the receiving site(s) located at <location>.

USG Fiscal Year 2013 is the base year for each of these fees, and the annual access fee increases by 3% per year as outlined in Section 4.

## SECTION 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 or Landsat 9 data. The annual access fee is intended to be payable annually, biannually, or quarterly by <IC>.

ICs choosing annual billing are intended to receive a bill 30 days prior to the start of the USG Fiscal Year (billing date of September 1). Annual payments by <IC> are intended to be due at the start of the USG Fiscal Year (payment due date of October 1).

ICs choosing biannual billing are intended to receive a bill 30 days prior to the start of the USG Fiscal Year (billing date of September 1). ICs choosing biannual billing are intended to receive a second bill 30 days prior to the start of the USG Fiscal Year second quarter (billing date of December 1). First biannual payments by <IC> are intended to be due at the start of the USG Fiscal Year (payment due date of October 1). Second biannual payments by <IC> are intended to be due at the start of the USG Fiscal Year second quarter (payment due date of January 1).

ICs choosing quarterly billing are intended to receive a bill 30 days prior to the start of each quarter of a USG Fiscal Year (billing dates include: September 1, December 1, March 1, and June 1). Quarterly payments by <IC> are intended to be due at the start of each quarter of a USG Fiscal Year (payment due dates include: October 1, January 1, April 1, and July 1).

The USGS intends to terminate transmission of Landsat 8 or Landsat 9 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 Section 2.A.3. The USGS intends to 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 should be in U.S. dollars and should be payable to:

Department of the Interior/USGS

Payments by check should be mailed to

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

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

All payments should be received within 30 days from the date of invoice. Charges for late payment are intended to 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.

#### **SECTION 4 – FEE CHANGES**

While USGS could 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 and Landsat 9 missions. For the Landsat 8 and Landsat 9 missions, 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 Participants, is intended to be provided in writing by the USGS to <IC> 60 days prior to the implementation of the proposed change. Any proposed fee change is not intended to exceed 10% of the current annual access fee. For budget planning purposes the anticipated annual access fee structure is as follows:

	<b>Year 1 USG FY2013</b>	<b>Year 2 (+3%) USG FY2014</b>	<b>Year 3 (+3%) USG FY2015</b>	<b>Year 4 (+3%) USG FY2016</b>	<b>Year 5 (+3%) USG FY2017</b>
One Ground Station One Mission (L8)	U.S. \$100,000	U.S. \$103,000	U.S. \$106,090	U.S. \$109,273	U.S. \$112,551
Two Ground Stations One Mission (L8)	U.S. \$150,000	U.S. \$154,500	U.S. \$159,135	U.S. \$163,909	U.S. \$168,826
Three Ground Stations One Mission (L8)	U.S. \$200,000	U.S. \$206,000	U.S. \$212,180	U.S. \$218,545	U.S. \$225,102

	<b>Year 6 (+3%) USG FY2018</b>	<b>Year 7 (+3%) USG FY2019</b>	<b>Year 8 (+3%) USG FY2020</b>	<b>Year 9 (+3%) USG FY2021</b>	<b>Year 10 (+3%) USG FY2022</b>
One Ground Station One Mission (L8 or L9)	U.S. \$115,927	U.S. \$119,405	U.S. \$122,987	U.S. \$126,677	U.S. \$130,477
Two Ground Stations One Mission (L8 or L9)	U.S. \$173,891	U.S. \$179,108	U.S. \$184,481	U.S. \$190,016	U.S. \$195,716
Three Ground Stations One Mission (L8 or L9)	U.S. \$231,855	U.S. \$238,810	U.S. \$245,975	U.S. \$253,354	U.S. \$260,955
One Ground Station Two Missions (L8 and L9)	-	-	-	U.S. \$141,677	U.S. \$145,927
Two Ground Stations Two Missions (L8 and L9)	-	-	-	U.S. \$212,516	U.S. \$218,891
Three Ground Stations Two Missions (L8 and L9)	-	-	-	U.S. \$283,354	U.S. \$291,855

## SECTION 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.

For stations acquiring both Landsat 8 and Landsat 9 data, if one of the two missions fail, it is intended that <IC> be charged the single mission annual access fee, with the failed mission's annual access fee pro-rated from the start of the USG Fiscal Year until the date of mission failure.

## SECTION 6 – DURATION AND MODIFICATION

This Annex is intended to 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> intend to review this Annex and revise it if necessary.

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

For the <IC>  
of <Country>:

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James Reilly  
Director  
U.S. Geological Survey  
Reston, Virginia

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<Name>  
<Title>  
<Organization>  
<Location>

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Date

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Date