

**No. 50934. United States of America and Japan**

MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION OF THE UNITED STATES OF AMERICA AND THE NATIONAL SPACE DEVELOPMENT AGENCY OF JAPAN FOR JOINT DEVELOPMENT OF THE TROPICAL RAINFALL MEASURING MISSION. WASHINGTON, 20 OCTOBER 1995 [*United Nations, Treaty Series*, vol. 2926, I-50934.]

AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL SPACE DEVELOPMENT AGENCY OF JAPAN AND THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION OF THE UNITED STATES OF AMERICA FOR JOINT DEVELOPMENT OF THE TROPICAL RAINFALL MEASURING MISSION. TOKYO, 2 JUNE 1997

**Entry into force:** 2 June 1997 by signature, in accordance with article 8

**Authentic text:** English

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**N° 50934. États-Unis d'Amérique et Japon**

MÉMORANDUM D'ACCORD ENTRE L'ADMINISTRATION NATIONALE DE L'AÉRONAUTIQUE ET DE L'ESPACE DES ÉTATS-UNIS D'AMÉRIQUE ET L'AGENCE NATIONALE DE DÉVELOPPEMENT SPATIAL DU JAPON POUR LE DÉVELOPPEMENT CONJOINT DE LA MISSION POUR LA MESURE DES PRÉCIPITATIONS TROPICALES. WASHINGTON, 20 OCTOBRE 1995 [*Nations Unies, Recueil des Traités*, vol. 2926, I-50934.]

MODIFICATION DU MÉMORANDUM D'ACCORD ENTRE L'AGENCE NATIONALE DE DÉVELOPPEMENT SPATIAL DU JAPON ET L'ADMINISTRATION NATIONALE DE L'AÉRONAUTIQUE ET DE L'ESPACE DES ÉTATS-UNIS D'AMÉRIQUE POUR LE DÉVELOPPEMENT CONJOINT DE LA MISSION POUR LA MESURE DES PRÉCIPITATIONS TROPICALES. TOKYO, 2 JUIN 1997

**Entrée en vigueur :** 2 juin 1997 par signature, conformément à l'article 8

**Texte authentique :** anglais

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[ ENGLISH TEXT – TEXTE ANGLAIS ]

Amendment to the  
Memorandum of Understanding  
between  
The National Space Development Agency of Japan  
and  
The National Aeronautics and Space Administration  
of the United States of America  
For Joint Development of the  
Tropical Rainfall Measuring Mission

The National Space Development Agency of Japan (hereinafter referred to as “NASDA”) and the National Aeronautics and Space Administration of the United States of America (hereinafter referred to as “NASA”),

Recalling the relevant provisions of the Exchange of Notes between the Government of the United States of America and the Government of Japan concerning Tropical Rainfall Measuring Mission (TRMM), which entered into force on May 30, 1997, and the Memorandum of Understanding between the National Space Development Agency of Japan and the National Aeronautics and Space Administration of the United States of America for Joint Development of the Tropical Rainfall Measuring Mission, which was signed as of October 20, 1995 (hereinafter referred to as “original MOU”);

Have agreed on an amendment to the original MOU, pursuant to Article XXI of the original MOU, as follows:

1. The Appendix shall be replaced by a new section called “Definitions,” and the Contents on page 2 of the original MOU shall be revised accordingly.
2. The ninth paragraph in the Preamble of the original MOU shall be replaced by the following paragraph:  
“Noting that NASA and NASDA will share data from TRMM for research, operational and other uses under the terms contained in this MOU.”

3. The paragraph 5. a in Article III of the original MOU shall be replaced by the following paragraph:
  - “a. Design, develop, and operate the NASA TSDIS to capture, produce, distribute, and archive all mission data in accordance with the principles stipulated in Article VIII.”
4. The paragraph 5.a in Article IV of the original MOU shall be replaced by the following paragraph:
  - “a. Design, develop, and operate the NASDA TRMM data system to capture, produce, distribute and archive all PR mission and other sensor mission data, as mutually agreed, in accordance with the principles stipulated in Article VIII.”
5. Article VIII of the original MOU shall be replaced in its entirety by the following article:

“Article VIII - Data Distribution

1. NASA and NASDA shall share all TRMM data and make such data available to other users for research, operational and other uses under the terms of the principles below. The shared data shall include all products from the NASA-provided instruments, the NASDA-provided instrument, and ground truth data used to validate the TRMM products.

2. For the purposes of this MOU, NASA and NASDA are joint Data Providing Agencies (DPAs) for the TRMM instrument data and agree that such data shall be distributed to all users without restriction, in a manner consistent with applicable laws and regulations.

A. All TRMM data will be available for the use of each of the Parties and their designated users at the lowest possible cost for noncommercial use in the following categories: Research, Applications, and Operational Use for the Public Benefit.

B. Parties which designate users for Research Use and for Applications Use will do so through an Announcement of Opportunity or similar process. The designation will include a definition of the data to be provided. Research Users

shall be required to submit their results for publication in the scientific literature and Applications Users shall be required to publish their results in a technical report and both shall be required to provide their results to both Parties.

C. Either of the Parties may designate national users as it deems appropriate to be given access to all TRMM data at the lowest possible cost for Non-commercial Operational Use for Public Benefit, provided the designating Party assumes responsibility for ensuring that all the terms and conditions for data use are met. This use will have to be reported to the Data Providing Agency on the basis of commonly agreed criteria including type, usage, and final destination of data. Designation of users outside the national territory of the Parties (e.g., international organizations and agencies in non-participating countries) for Non-commercial Operational Use for the Public Benefit will be done only with the agreement of the Data Providing Agency.

D. For purposes other than A above, the specified data will be made available in accordance with terms and conditions to be established by the Data Providing Agency.

E. Each Party will fulfill the data requests of the other Party, and its designated users to the maximum extent possible. In the event that these data requests exceed the Data Providing Agency's capacity, the Data Providing Agency and the designating Party will pursue alternative arrangements to fulfill such requests.

F. All data required by the Parties and their designated users will be made available on condition that the recipient agrees to applicable intellectual property rights terms and conditions and/or proprietary rights consistent with this Article, and ensures that the data shall not be distributed to non-designated parties, nor used in ways other than those for which the data were provided, without the written consent of the Data Providing Agency.

G. Either of the Parties may designate some of its functions to other entities, in which case, such Party will remain responsible for ensuring compliance with this Article.

H. The Parties will harmonize criteria and priorities for data acquisition,

archiving, and purging, in consultation with other relevant organizations.

3. NASA and NASDA shall each create and maintain a catalogue of TRMM data acquired and processed at their facilities, exchange this information by means of standardized formats, and make it freely available to users. NASA and NASDA shall establish interoperative capability between their respective catalogue systems.
4. The analyzed results from TRMM shall be made available to the general scientific community through publication in appropriate journals or presentations at scientific conferences as soon as possible and consistent with standard scientific practices. The publication shall indicate thereon, as appropriate, that the publication is based on results obtained from the joint NASA-NASDA TRMM mission. Each Party shall take necessary measures that NASA, NASDA or their related researchers shall provide a copy of reports and/or publications to the other Party freely. And in the event such reports or publications are copyrighted, both Parties shall take necessary steps that NASA and NASDA shall be granted a royalty free right under the copyright to reproduce, use, and distribute such copyrighted work for their purpose by the copyright holder."
6. The first paragraph of Article XXII of the original MOU shall be replaced by the following paragraph:
  - "1. This MOU shall enter into force upon its signature by the Parties. This MOU shall remain in force until the Notes concerning TRMM exchanged on May 30, 1997 between the Government of the United States of America and the Government of Japan are terminated. This MOU may be extended by mutual written agreement provided that the Notes referred to above are extended for the same period."
7. The Appendix shall be replaced with "Definitions" which shall contain the following:

"Definitions

Applications Use of data is a limited proof of concept study toward: 1) the solution of an applied program to demonstrate the utility of the data; or 2) the