

# Best Practices Background Document

Purpose of this document:

1. Inform Discussion at Dialogues with the Earth Observation Enterprise, June 2021
2. Guide inputs into the future document containing best practices for Federal government procurement of commercial Earth observation and geospatial data and services

For background on USGEO and the actions that generated this public input process, please review the 2019 National Plan for Civil Earth Observations that was released by the Office of Science and Technology in 2019. Read the full plan at <https://usgeo.gov/uploads/Natl-Plan-for-Civil-Earth-Obs.pdf>

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*\* Seeking inputs, edits and responses in these areas from the public*

## Questions for consideration at Dialogues with the Earth Observation Enterprise, June 2021\*

In addition to general comments, USGEO is seeking comments on the following areas:

1. Using a consistent set of definitions in solicitations and contracts will aid in acquisition of Earth observation and geospatial information. Please comment on definitions for Commercial Environmental Data; Commercial Environmental Data Buys; Commercial Earth observation services; Commercial Geospatial Data and Information Acquisition; and derived products.
2. Data sharing (redistribution) rights are a critical factor in these procurements. The government has different Licensing frameworks, please provide comments as to the feasibility of a single framework across all purchases. Please provide information on barriers associated with the various licensing frameworks. Specifically:
  - a. When considering data sharing rights, how should the Federal government consider the best value and return on investment for the taxpayer?
  - b. What are useful categories of data sharing rights, both within the Federal government and externally? Categories could be defined by user type (e.g., sharing with other Federal Government agencies, foreign agency partners, academia, the general public), by use cases (e.g., commercial, non-commercial, scientific/research, operational), others?
  - c. What are creative options for expanding data sharing rights without significantly increasing costs to the Federal government? For example, permitting sharing of data at a coarser spatial resolution, at full resolution with a time delay using sunseting dates after which data reverts to the public domain, by permitting only non-commercial reuse, or permitting public release data used in scientific studies and reproduction of scientific information?
  - d. How can contracts address the Federal government's use of products derived from commercial data, including for products for public release?
  - e. If a contract allows some or all data to be shared outside the Federal government, are there challenges with sharing such data under a standard open license (such as those described at <https://resources.data.gov/open-licenses/>), to ensure those third parties understand their use rights?
  - f. How should the Federal government solicit information about the cost of different data sharing rights in the context of a specific procurement?
3. If you have responded to Federal government commercial Earth observation and/or geospatial data requests for proposal, please comment on challenges faced in responding to the requests.
4. Please identify acquisition processes that would facilitate your ability to respond to Earth observation and/or geospatial information business opportunities.
5. Are you aware of the various Departmental and Agency roles related to Federal Earth imagery acquisition? What types of information would help clarify those roles?
6. Do you prefer to work individual procurements with multiple agencies and programs or would you prefer to interact through larger coordinated multiple agency contracts?

7. The Departments and Agencies increase their reliance on commercial Earth observations and geospatial data, services and analytics there may be technical, scientific, legal, and other impacts.
  - a. What are the ramifications for academic researchers?
  - b. What are the ramifications for the private sector, both provider and downstream?
  - c. What are the ramifications for the public?
  - d. What are the ramifications for the international community?
8. Legal Issues
  - a. Many standard commercial end user license agreements include terms that the Federal government is unable to accept, including indemnification, choice of law, dispute resolution, etc., many of which are replaced by applicable parts of the Federal Acquisition Regulations (FAR). Does this create any legal issues for data providers?
  - b. What is the industry perspective on certification and validation of commercial data?
  - c. What are the legal issues companies are facing when providing commercial data, analytics, information and services to meet Federal agencies operational missions? For example, regarding liability?
9. What are the main, non-technical barriers to increasing the Federal government's procurement of commercial data? This could be barriers due to acquisition practices, licensing agreements, Federal government's need for technical information to understand how data are collected and processed, and/or needs/constraints of vendors.
  - a. Of these barriers, which would be feasible to resolve in the near- or mid-term?
  - b. How do these barriers or the Federal government's requirements compare to non-governmental customers? If significantly different, does that make diversifying your customer base more difficult, and/or increase the prices offered to the Federal government?
10. What can the Federal government do to better foster the development of businesses and start-ups that provide commercial data or derived products?
11. What trends do you see in commercial Earth observations and/or geospatial information?

## Legislative Authorities related to the use of commercial data by Federal Agencies and Departments

- [U.S. Commercial Remote Sensing Policy, Aprils 25, 2003 \(National Security Presidential Directive \(NSPD 27\)\)](#)

This policy establishes the foundation for the U.S. Government to rely to the maximum practical extent on US commercial remote sensing space capabilities for filling imagery and geospatial needs for military, intelligence, foreign policy, homeland security, and civil users. Further it tasks the agencies to develop a long-term, sustainable relationship with the U.S. commercial remote sensing space industry.

- [2019 National Plan for Civil Earth Observations- December 9, 2019](#)

The 2019 National Plan for Civil Earth Observations recognizes the Earth Observations Enterprise and illuminates the paradigm shift from federal data collection and analysis to increased reliance on the commercial sector to provide both environmental data and analytics. It

recognizes both the opportunities and challenges that must be addressed for the agencies to increase their reliance on commercial environmental data.

- [National Space Policy December 9, 2020](#)

This policy builds on the National Space Policy from June 28, 2010 and focuses on developing and supporting a robust, innovative, and competitive commercial space sector. It directs agencies to “purchase and use United States commercial space capabilities and services to the maximum practical extent under existing law, when such capabilities and services meet the United States Government requirements.” It further directs the agencies to prioritize partnerships with commercial industry and consider inventive and nontraditional arrangements for acquiring commercial space goods and services. It states that government systems should only be developed when a commercial system is not available, or could be available. The Policy specifically calls out the purchasing of commercial environmental data for use in meteorological and space weather models, where appropriate. Further, “Agencies contributing to the United States Government Earth science enterprise shall pursue innovative partnerships with the commercial sector to make their agency’s Earth observation data more easily discoverable, accessible, and usable to the public.”

- OMB M-13-13 Open Data Policy:

“When information is acquired or accessed by an agency through performance of a contract, appropriate existing clauses 22 shall be utilized to meet these objectives while recognizing that contractors may have proprietary interests in such information, and that protection of such information may be necessary to encourage qualified contractors to participate in and apply innovative concepts to government programs.” <https://resources.data.gov/open-licenses/>: “When agencies purchase data or content from third-party vendors, care must be taken to ensure the information is not hindered by a restrictive, non-open license.”

#### General legislation

- Paperwork Reduction Act, as modified by the Evidence Act (requiring full and open sharing of USG data, but not procured data)
- Information Quality Act and OMB M-19-15: defining a “reproducibility standard” for influential scientific information, which applies to non-government information and “set[s] an expectation of access to data underlying influential information, subject to ‘compelling interests such as privacy, trade secrets, intellectual property, and other confidentiality protections.’”

Legislation has been enacted directing agencies to pursue commercial data:

- H. R. 5503, Introduced in the House on 04.13.2018 (National Aeronautics and Space Administration (NASA) Authorization Act of 2018)
  - In carrying out the strategic implementation plan under subsection (a), the Director shall take into account and incorporate into such plans, as appropriate, purchasing Earth observation data and services from the private sector or through public-private partnerships to meet Earth observation requirements.

- Weather Research and Forecasting Innovation Act of 2017 directs several NOAA environmental data purchase activities:
  - DOC is directed to develop a strategy “to enable the procurement of quality commercial weather data. The strategy shall assess the range of commercial opportunities, including public-private partnerships, for obtaining surface-based, aviation-based, and space-based weather observations. The strategy shall include the expected cost-effectiveness of these opportunities as well as provide a plan for procuring data, including an expected implementation timeline, from these nongovernmental sources, as appropriate.”
  - Weather Industry and Weather Enterprise. The terms ‘weather industry’ and ‘weather enterprise’ are interchangeable in this section and include individuals and organizations from public, private, and academic sectors that contribute to the research, development, and production of weather forecast products and to primary consumers of these weather forecast products.
  - The purchase of weather data through contracts with commercial providers; and
  - The placement of weather satellite instruments on co-hosted government and/or private payloads.

## Definitions\*

An agreed to set of definitions is foundational to working effectively across the Earth Observations Enterprise. The following set of definitions have been extracted from previous government documents or are presented as a starting point for discussion.

**Comments are requested on these definitions.**

Earth Observations: Earth observations are defined as measurements of the physical, chemical, geological and biological characteristics of the Earth that are obtained from space-based, aircraft-borne, ship-borne, ocean, or land-based sensors. It includes in-situ measurements as well as surveys and reference systems, such as the Global Positioning System (GPS). (Source 2019 National Plan for Civil Earth Observations)

Geospatial Data: Geospatial data are information that is tied to a location on the Earth, which identifies the geographic location and relational characteristics of natural and/or constructed features and boundaries on the Earth. It is generally represented in vector datasets by points, lines, polygons, or other complex geographic features or phenomena. Geospatial data may be derived from, among other things, remote sensing, mapping, and surveying technologies and may involve images and raster datasets, aerial photographs, and other forms of geospatial data or datasets in digitized or non-digitized form. (Source 2018, Geospatial Data Act of 2018)

Geospatial Intelligence (GEOINT): Geospatial Intelligence is 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. (Source Title 10 of the U.S. Code, Section 467 (2005))

Commercial: Goods, services, or activities provided by private sector enterprises that bear a reasonable portion of the investment risk and responsibility for the activity, operate in accordance with typical market-based incentives for controlling cost and optimizing return on investment, and have the legal capacity to offer those goods or services to existing or potential non-governmental customers. (Source: National Space Policy for the United States of America, December 9, 2020).

Commercial Environmental Data: Commercial Environmental Data are defined as remote sensing imagery, earth observations, and other types of environmental data that are produced wholly by commercial enterprises through the designing, building, owning, and/or operating their own space-related, or observing sensor/platform and associated data analytical systems. (Source: Adapted from the DOC – Office of Space Commerce)

Commercial Environmental Data Buys: Commercial Environmental Data Buys are Earth observations data that may include some processing, from individual sensors, suite of sensors, or a platform (also referred to as Level 0-3) that agencies purchase/acquire from a domestic or international for-profit entity via a contract or other legal agreement. See Appendix A for Level of Data definitions.

Commercial Earth Observation Service Buys: Commercial Earth Observation Service Buys are the purchase of data analytics and information products via contracts with domestic and international companies.

Commercial Geospatial Data and Information Acquisition: Geospatial data and information purchased/acquired from a commercial supplier or non-Federal government entity that has an implicit or explicit location association relative to Earth.

End User License Agreement (EULA): An end user license agreement is an agreement that exists between the licensor of a licensed product and the licensee. The EULA details the buyer's rights to the use of licensed material provided that it is used in accordance with the licensor's specifications.

Sustained Non-Federal Environmental Data Sources: Sustained Non-Federal Environmental Data Sources are defined as those Earth observation or geospatial data sources from a State, local, tribal government agency; non-federal partnership or not-for-profit entities that are acquired using agencies funding through a cooperative agreement or grant.

## End User Licenses Agreement and Other Licensing and Data Sharing Frameworks\*

Licensing is a key factor when considering commercial data and services. Families of EULAs have been developed to ensure maximum shareability across diverse user groups. Standardized EULAs improves the user understanding of when and with whom Earth observations and geospatial information can be shared and supports the automated ordering and dissemination of commercial imagery.

Currently there is not a single EULA schema. USGEO has identified three licensing schemas: (1) that focused on remotely sensed data which was developed by the National Reconnaissance Office (NRO) and has been adopted by NASA; (2) NOAA Radio Occultation Request for Proposal (RFP) and (3) National Weather Service (NWS) contract language.

Comments are requested on the overall concept of EULAs, whether it is beneficial/feasible to have a single schema, what the advantages, disadvantages of the schemas presented, what changes should be considered.

## Remotely Sensed Data EULA

This schema is a common family of EULAs for sharing/dissemination of commercial imagery across user base that includes IC, DOD, federal civil agencies, state and local governments, foreign mission partners, and humanitarian assistance and disaster response organizations. The schema supports diverse shareability needs, consistent with funding limitations, but under a standardized framework; also, a pre requisite for “license aware” (architecture automation) systems across the NRO/National Geospatial-Intelligence Agency (NGA) user community. This schema was adopted by NASA. It is intended that this EULA schema could be applicable for other commercial remote sensing sources.

The full EULA language can be found in Appendix B. A separate EULA has been developed five categories of data sharing: Public Release, United States Government Plus; United States Government; National Security Plus and National Security. Table one provides an overview of who is included within each EULA.

The EULAs have a number of sections that cover definitions, sharing rights, liability, warrantee etc. The definitions below are standard across all the EULAs:

- **Licensed Material:** Data, metadata, and products provided by Licensor that are delivered or otherwise made available for Licensee’s use, as set forth in the Agreement. This term strictly applies to the forms, formats, and other supporting data as received by Licensee.
- **Licensed User:** An authorized recipient and end user of Licensed Material
- **Value-Added Product:** Work that is created when a Licensed User modifies Licensed Material—through technical manipulation, addition of data, or both—where the principal features and characteristics of the source Licensed Material are retained in the work and are extractable through technical means. Value-Added Products created from Licensed Material received under this agreement will be considered Licensed Material.
- **Derived Product:** Work that is created when a Licensed User exploits Licensed Material in a manner that irreversibly modifies and uncouples the work from its source, such that extraction of the principal features and characteristics of the source Licensed Material is impracticable.
- **“Share” or “Sharing”** means the physical or electronic transfer of Licensed Material to a Licensed User.

Table 1 – EULAs – The table describes who the user community is based on the type of EULA associated with a contract.



Community Access	Type of EULA				
	Public Release	U.S.G. Plus	U.S.G.	National Security Plus	National Security
• Title 10/Title 50 (DoD/Intel)	✓	✓	✓	✓	✓
• Executive Office of the President/Congress	✓	✓	✓	✓	✓
• Title 10/Title 50 U.S.C (DoD/Intel) • Foreign Mission Partners for National Security Purpose	✓	✓		✓	
• U.S. Federal Government (Title 5 U.S.C.)	✓	✓	✓		
• U.S. Federal Government (Title 5 U.S.C.) • Foreign Mission Partners for U.S. Government Purpose	✓	✓			
• U.S. State/Local/Tribal Government	✓	✓	✓		
• NGOs for Government Purposes	✓	✓	✓		
• Contractors and Grantee Organizations Associated with Government Agency	✓	✓	✓	✓	✓
• Public Release	✓				

### NOAA Space-Based Commercial Weather Data Licensing

Under NOAA’s Indefinite Delivery Indefinite Quantity (IDIQ) contracts for the purchase of commercial Radio Occultation data awarded in November 2020.

The following language is taken from the Radio Occultation Request for Proposal and is relevant, further describing NOAA’s permitted use and permission to create and distribute derived products.

“While NOAA prefers to have unlimited data rights (as defined at FAR 52.227-14) to all data delivered by the Contractor, the Contractor shall provide pricing for various data license options, including but not limited to licenses with distribution rights described in the options below. However, all data license options must provide NOAA the unrestricted right to use, reproduce

(for its own use), and prepare derivative works, in any manner and for any purpose, and to authorize others to do so on its behalf (including its contractors and grantees).

Level 1 and Level 2 products (excess phase, vertical profiles of bending angle, refractivity, temperature, and humidity) created by NOAA or its affiliates from contractor-supplied data will be subject to the same licensing terms as the contractor-supplied data. All other products derived by NOAA or its affiliates, including but not limited to model output, will be unrestricted and not subject to contractual, licensing, or intellectual property claims by the contractor.”

- Option 1: Unlimited right to distribute all data to any entity immediately after receipt at NOAA, with no restrictions on use or further distribution (distribution rights included in the unlimited data rights definition at FAR 52.227-14).
- Option 2: Right to distribute all data to US Government agencies; National Meteorological and Hydrological Services; World Meteorological Organization (WMO)-designated Regional Specialized Meteorological Centers; members of the Coordination Group for Meteorological Satellites; non-profit entities and academic entities immediately after receipt at NOAA. Data is for non-commercial use but not for further distribution.
- Option 2A: Right to distribute all data to U.S. Government agencies; National Meteorological and Hydrological Services; WMO-designated Regional Specialized Meteorological Centers; members of the Coordination Group for Meteorological Satellites; non-profit entities; and academic entities immediately after receipt at NOAA. Data is for non-commercial use but not for further distribution. Right to distribute all data to any entity, with no restriction on use or further distribution, 24 hours after receipt at NOAA.
- Option 3: Right to distribute all data to U.S. Government agencies; National Meteorological and Hydrological Services; WMO-designated Regional Specialized Meteorological Centers; and members of the Coordination Group for Meteorological Satellites immediately after receipt at NOAA. Data is for non-commercial use but not for further distribution.
- Option 3A: Right to distribute all data to U.S. Government agencies, National Meteorological and Hydrological Services, WMO-designated Regional Specialized Meteorological Centers, and members of the Coordination Group for Meteorological Satellites immediately after receipt at NOAA. Data is for non-commercial use but not for further distribution. Right to distribute all data to any entity with no restriction on use or further distribution 24 hours after receipt at NOAA.
- Option 4: Right to distribute all data to U.S. Government agencies, immediately after receipt at NOAA, for non-commercial use but not for further distribution (except to others to use on their behalf, including contractors and federal grantees). [grantees in this case are grantees from all U.S. government agencies]
- Option 4A: Right to distribute all data to U.S. Government agencies, immediately after receipt at NOAA, for non-commercial use but not for further distribution (except to others to use on their behalf, including contractors and grantees). Right to distribute all data to any entity with no restriction on use or further distribution 24 hours after receipt at NOAA. [grantees in this case are grantees from all U.S. government agencies]
- Option 5: No right to distribute any data outside NOAA immediately after receipt at NOAA (except to others to use on its behalf, including contractors and grantees). [grantee in this case NOAA grantee]

- Option 5A: No right to distribute any data outside NOAA immediately after receipt at NOAA (except to others to use on its behalf, including contractors and grantees). Right to distribute all data to any entity with no restriction on use or further distribution 24 hours after receipt at NOAA.

## NOAA Air- and Ground-based Commercial Weather Data

### Lightning Data

#### Definition of Data Levels:

- Level I – Streaming data from vendor (NOAA has right to archive at several centers, including National Centers for Environmental Information (NCEI))
- Level II – Vendor-generated products containing lightning data.
- Level III – NOAA repackaged data for dissemination purposes
- Level IV – NOAA-generated and value-added products that display and integrate lightning data with other types of data.
- Level V - NOAA-generated and value-added products that integrate, but does not display, lightning data with other types of data

#### Redistribution of Real-Time Data

- Level I – IV accessible inside NOAA
- Level I – IV accessible to other federal agencies who are collaborating with NOAA under written agreement for purpose of advancing NOAA’s mission.
- Level I – IV accessible to other state and local government agencies who are collaborating with NOAA under a written agreement for purpose of advancing NOAA’s mission.
- Level I – IV accessible to non-government users who are collaborating with NOAA under a written agreement or contract for the purpose of advancing NOAA’s mission, with coordination with the vendor.
- Level V Data - NOAA may freely distribute these data to any user

#### Unauthorized Distribution of Level I-IV Data

- Organizations not having a relationship with a NOAA user under a written agreement.
- Organizations, including government agencies, using the data for any commercial purpose.
- Non-U.S. governments, unless a specific bilateral or multi-lateral agreement has been established. Such agreements will be coordinated with the prospective vendor.

MESONET Contract: (MESOscale NETwork). In meteorology, “mesoscale” refers to weather features at medium space and time scales, such as thunderstorm cells, squall lines and clusters of thunderstorms, (i.e., features lasting from hours to a day or so). Distribution is dependent on data source and type and follows data distribution categories that are established in metadata records before distribution:

1. N/A (discontinued category),
2. Distribution to government, research, and education organizations,
3. Public - full distribution,
4. Distribution to NOAA only,

5. Distribution to NOAA, Department of Transportation (DOT) (specifically Federal Aviation Administration (FAA) and Federal Highway Administration) or DOT specified Federally Funded Research and Development Centers only,
6. Distribution only to NOAA and other WMO Members (the “National Meteorological and Hydrological Services” of other nations) in accordance with WMO Resolution 40.

Almost three-fourths of the MESONET data falls under Category 4, above.

#### Aircraft-Based Observations

- Data is shared in real time with FAA, United States Airforce, and participating airlines (7 major airlines participants)
- Data is shared freely to the public after 48 hours.

## Landscape of Commercial and Geospatial Data acquisitions

#### NASA Commercial Data Buys:

- Pilot project focused on three vendors with the objective to identify, evaluate, and acquire data from commercial sources that support NASA’s Earth science research and application activities.
- Information on NASA’s past and current commercial data purchases via their Commercial Smallsat Data Acquisition Program is available at <https://earthdata.nasa.gov/esds/csdap>.

#### National Geospatial-Intelligence Agency (NGA) Commercial Data Activities

- The Director of the NGA, as Functional Manager for GEOINT focuses community efforts to complement existing imagery sources with access to non-traditional commercial data sets and geospatial analytic services.
- Aligned with this functional management responsibility, NGA serves as a focal point for the discovery and assessment of commercial GEOINT offerings.
- Coordinates the procurement of commercial data, products, and services on behalf of the National System for Geospatial-Intelligence (NSG).
- Conducts market research and publishes reports capturing emerging commercial remote sensing satellite constellations, geospatial analytic market segments, individual supplier profiles, and mission utility assessments of commercial GEOINT capabilities.
- Hosts the *GEOINT Assessment Community of Practice* – The GEOINT Community of Practice (GACoP), as a community of practicing assessment professionals and stakeholders seeks to increase awareness and collaboration on geospatial assessments.

#### National Reconnaissance Office (NRO) - Commercial Systems Program Office

- NRO’s Commercial Systems Program Office (CSPO) is the primary purchaser of commercial imagery for DOD and IC.
- Responsible for the developing and executing strategies to satisfy commercial-class requirements as determined by the GEOINT Functional Manager (NGA).

## NOAA Commercial Data Acquisitions

- NWS manages approximately \$25M in environmental data purchases through contractual vehicles. These include global, in-situ, lightning data; global observations from aircraft; and a variety of weather observation types across the United States through state and academic observing networks, and atmospheric water content through ground-based GPS derivations. NWS also has a pilot project to obtain ocean-borne environmental observations through third-party autonomous vehicles.
- The National Ocean Service oversees contracts and cooperative agreements to obtain ocean data, both surface and subsurface information through airborne; ship; stationary; and autonomous capabilities.
- The National Environmental Satellite, Data and Information Service (NESDIS) oversees NOAA's Commercial Weather Data Pilot, initiated in 2016 to demonstrate space-based commercial capabilities prior to operational use by NOAA.
- In 2020, NESDIS initiated the Commercial Data Purchase, a funding line to purchase space-based commercial data for operational use by NOAA. Information on NOAA's commercial data purchases is online at <https://www.space.commerce.gov/business-with-noaa/commercial-weather-data-pilot-cwdp/>

## Appendix A: Data Processing Levels

Data Level	Description
Level 0	Reconstructed, unprocessed instrument and payload data at full resolution, with any and all communications artifacts (e.g., synchronization frames, communications headers, duplicate data) removed.
Level 1A	Reconstructed, unprocessed instrument data at full resolution, time-referenced, and annotated with ancillary information, including radiometric and geometric calibration coefficients and georeferencing parameters (e.g., platform ephemeris) computed and appended but not applied to Level 0 data.
Level 1B	Level 1A data that have been processed to sensor units (not all instruments have Level 1B source data).
Level 2	Derived geophysical variables at the same resolution and location as Level 1 source data.
Level 3	Variables mapped on uniform space-time grid scales, usually with some completeness and consistency.
Level 4	Model output or results from analyses of lower-level data (e.g., variables derived from multiple measurements).

## Appendix B Existing EULA Language

This Appendix Includes the EULA agreements as of 16 February 2021.

### Public Release

This Public Release End User License Agreement (EULA) hereafter referred to as “this Agreement” is an agreement between the United States Government (USG) (Licensee) and the Contractor (Licensor). The EULA is incorporated into Licensor’s contract (“the Contract”) and is legally binding on the parties.

1. The following definitions apply to this Agreement:
  - 1.a “Licensed Material” means the imagery data, metadata, and products provided by Licensor that are delivered or otherwise made available for Licensee’s use as set forth in the Agreement. This term strictly applies to the forms, formats, and other supporting data as received by Licensee.
  - 1.b “Licensed User” means an authorized recipient and end user of Licensed Material according to Section 3 of this Agreement.
  - 1.c “Value-Added Product” means a work that is created when a Licensed User modifies Licensed Material—through technical manipulation, addition of data, or both—where the principal features and characteristics of the source Licensed Material are retained in the work and are extractable through technical means. Value-Added Products created from Licensed Material received under this agreement will be considered as Licensed Material.
  - 1.d “Derived Product” means a work that is created when a Licensed User exploits Licensed Material in a manner that irreversibly modifies and uncouples the work from its source, such that extraction of the principal features and characteristics of the source Licensed Material is impracticable. This includes but is not limited to Digital Elevation Models. Derived Products are not considered Licensed Material.
  - 1.e “Share” or “Sharing” means the transfer of Licensed Material to a Licensed User.
  - 1.f Third-Party” means any organization or party that is not listed as a Licensed User in Section 3 of this agreement.
2. Per this Agreement, the Licensor grants the USG a perpetual, non-exclusive, non-transferable, irrevocable, worldwide license to the Licensed Materials as set forth below:
  - 2.a License purchased rights for Licensed Materials are in perpetuity.
  - 2.b Licensed Users may generate and share unlimited hardcopies and softcopies of the Licensed Materials purchased under Section 3.
  - 2.c Licensed Users may generate unlimited Value-Added Products from Licensed Materials and share such products as described in Section 3.
  - 2.d Licensed Users may generate unlimited Derived Products from the Licensed Materials and share without restriction.
  - 2.e Licensee and Licensed Users shall preserve Licensor’s copyright markings and copyright metadata in Value-Added Products.
  - 2.f Copyright markings shall be included on all Derived Products as appropriate.
3. Per this Agreement, Licensor grants the Licensee the following Public Release license for the purchase of products which allows for unlimited sharing to Licensed Users as described herein:
  - 3.a Licensee is granted unlimited rights to the Licensed Materials to permit full public dissemination by Licensed Users without restriction unless stated herein.
  - 3.b Licensed Material that is publicly released does not become public domain or otherwise convey to the public any right to the Licensed Material beyond what is provided for by fair use and other copyright limitations.

4. Per this Agreement, Licensor grants the Licensee the rights to share Licensed Materials publicly with no restrictions.
5. Limited Warranty:
  - 5.a The Contractor disclaims all other warranties of any kind, whether express or implied, relating to the product, including: (a) any implied warranty of merchantability, fitness for a particular purpose, title, or non-infringement; and (b) any warranty arising out of course of dealing, usage, or trade. The Contractor does not warrant that the product will be uninterrupted, or free of errors. Upon notification, corrective action will be taken in accordance with the contract or purchase order the USG will notify the licensor in writing within twenty-one (21) days after the date of delivery if the product does not conform to the stated specifications.
  - 5.b The USG will notify the Licensor in writing within twenty-one (21) days after the date of delivery if the product does not conform to the stated specifications.
6. Liability:
  - 6.a To the fullest extent permitted by law, in no event will the Licensor or its affiliates be liable to the USG or any party identified in Section 3 for any indirect, incidental, special, consequential, or punitive damages (including damages for loss of profits, goodwill, or any other intangible loss) arising out of or relating to their use of the product whether based on warranty, contract, tort (including negligence), statute, or any other legal theory.
  - 6.b This Agreement shall not impair the USG's right to recover for fraud or other crimes arising out of or related to this Agreement under any federal fraud statute, including the False Claims Act, 31 U.S.C. 3729-3733. Furthermore, this Agreement shall not impair nor prejudice the USG's right to express remedies provided in an existing government contract.
7. Any provisions of this Agreement that conflict with USG regulations are hereby superseded by the USG regulations to the extent required by applicable law. If there are any inconsistencies in this Agreement, the contract terms and conditions and Statement of Work shall take precedence.
8. The Program Office is granted authority to unilaterally uplift (as defined in the SOW within the Limitations of Funds Clauses) Licensed Material upon request from a Licensed User.
9. The Licensee may not assign or transfer this Agreement, or USG rights under this Agreement, outside the scope of this Agreement, in whole or in part, by operation of law or otherwise, without the Licensor's prior written consent.
10. Questions or concerns regarding this Agreement or the Licensed Material described under this Agreement should be directed to the { Appropriate Acquisition Office }



## US Government

This United States Government End User License Agreement (EULA) hereafter referred to as “this Agreement” is an agreement between the United States Government (USG) (Licensee) and the Contractor (Licensor). The EULA is incorporated into Licensor’s contract (“the Contract”) and is legally binding on the parties.

1. The following definitions apply to this Agreement:
  - 1.a “Licensed Material” means the imagery data, metadata, and products provided by Licensor that are delivered or otherwise made available for Licensee’s use as set forth in the Agreement. This term strictly applies to the forms, formats, and other supporting data as received by Licensee.
  - 1.b “Licensed User” means an authorized recipient and end user of Licensed Material according to Section 3 of this Agreement.
  - 1.c “Value-Added Product” means a work that is created when a Licensed User modifies Licensed Material—through technical manipulation, addition of data, or both—where the principal features and characteristics of the source Licensed Material are retained in the work and are extractable through technical means. Value-Added Products created from Licensed Material received under this agreement will be considered as Licensed Material.
  - 1.d “Derived Product” means a work that is created when a Licensed User exploits Licensed Material in a manner that irreversibly modifies and uncouples the work from its source, such that extraction of the principal features and characteristics of the source Licensed Material is impracticable. This includes but is not limited to Digital Elevation Models. Derived Products are not considered Licensed Material.
  - 1.e “Share” or “Sharing” means the transfer of Licensed Material to a Licensed User.
  - 1.f “Third-Party” means any organization or party that is not listed as a Licensed User in Section 3 of this agreement.
2. Per this Agreement, the Licensor grants the USG a perpetual, non-exclusive, non-transferable, irrevocable, worldwide license to the Licensed Materials as set forth below:
  - 2.a License purchased rights for Licensed Materials are in perpetuity.
  - 2.b Licensed Users may generate and share unlimited hardcopies and softcopies of the Licensed Materials purchased under Section 3.
  - 2.c Licensed Users may generate unlimited Value-Added Products from Licensed Materials and share such products as described in Section 3.
  - 2.d Licensed Users may generate unlimited Derived Products from the Licensed Materials and share without restriction.
  - 2.e Licensee and Licensed Users shall preserve Licensor’s copyright markings and copyright metadata in Value-Added Products.
  - 2.f Copyright markings shall be included on all Derived Products as appropriate.
3. Per this Agreement, Licensor grants the Licensee the following U.S. Government license for the purchase of products which allows for unlimited sharing to Licensed Users as described herein:
  - 3.a Licensed Materials are shareable across all portions of the USG defined under Title 5 U.S.C. 101–105.
  - 3.b Licensed Materials are sharable with the Executive Office of the President (EOP), members of Congress, and Congressional staff involved in the oversight of the entities identified in Section 3.a.
  - 3.c Licensed Materials are shareable with State and Local Governments, Territories, and Tribal Authorities within the US for government purposes.
  - 3.d Licensed Materials are shareable with Non-Governmental Organizations and/or Non-Profit Organizations working for the purpose of entities found in Sub-Sections 3.a, 3.b, and 3.c.

- 3.e Licensed Materials are shareable with contractors, and/or grantees supporting entities identified in Sub-Sections 3.a, 3.b, 3.c, and 3.d for the purpose of executing their contracts.
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  - 4.b The Licensee will exercise reasonable efforts to avoid making the Licensed Materials available under any open source license or agreement to any third party or use the Licensed Materials in a manner that would subject the Licensed Materials to become subject to any open source license, except where stated herein. The USG will notify Licensor upon awareness of any issue. The Licensor and Licensee will collaborate and coordinate regarding any concerns.
  - 4.c The Licensee will exercise reasonable efforts to avoid making the Licensed Materials available to a commercial entity or other third party for any commercial or revenue generating purpose except where stated herein. The USG will notify Licensor upon awareness of any issue. The Licensor and Licensee will collaborate and coordinate regarding any concerns.
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  - 4.f The Licensee may not place the Licensed Materials, or allow the Licensed Materials to be placed, into the public domain, or otherwise be publicly shared (e.g., public websites), except where stated herein.
  - 4.g The Licensee will exercise reasonable efforts for oversight and control of the use of the Licensed Materials. The USG will notify Licensor upon awareness of any issue. The Licensor and Licensee will collaborate and coordinate regarding any concerns regarding improper use of the licensed material.
5. Limited Warranty:
  - 5.a The Contractor disclaims all other warranties of any kind, whether express or implied, relating to the product, including: (a) any implied warranty of merchantability, fitness for a particular purpose, title, or non-infringement; and (b) any warranty arising out of course of dealing, usage, or trade. The Contractor does not warrant that the product will be uninterrupted, or free of errors. Upon notification, corrective action will be taken in accordance with the contract or purchase order the USG will notify the licensor in writing within twenty-one (21) days after the date of delivery if the product does not conform to the stated specifications.
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6. Liability:
  - 6.a To the fullest extent permitted by law, in no event will the Licensor or its affiliates be liable to the USG or any party identified in Section 3 for any indirect, incidental, special,

consequential, or punitive damages (including damages for loss of profits, goodwill, or any other intangible loss) arising out of or relating to the use of the product whether based on warranty, contract, tort (including negligence), statute, or any other legal theory.

- 6.b This Agreement shall not impair the USG's right to recover for fraud or other crimes arising out of or related to this Agreement under any federal fraud statute, including the False Claims Act, 31 U.S.C. 3729-3733. Furthermore, this Agreement shall not impair nor prejudice the USG's right to express remedies provided in an existing government contract.
7. Any provisions of this Agreement that conflict with USG regulations are hereby superseded by the USG regulations to the extent required by applicable law. If there are any inconsistencies in this Agreement, the contract terms and conditions and Statement of Work shall take precedence.
8. The Program Office is granted authority to unilaterally uplift (as defined in the SOW within the Limitations of Funds Clauses) Licensed Material upon request from a Licensed User.
9. The Licensee may not assign or transfer this Agreement, or USG rights under this Agreement, outside the scope of this Agreement, in whole or in part, by operation of law or otherwise, without the Licensor's prior written consent.
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## US Government Plus

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3. Per this Agreement, Licensor grants the Licensee the following U.S. Government Plus license for the purchase of products which allows for unlimited sharing to Licensed Users as described herein:
  - 3.a Licensed Materials are shareable with all portions of the USG defined under Title 5 U.S.C. 101-105.
  - 3.b Licensed Materials are sharable with the Executive Office of the President (EOP), members of Congress, and Congressional staff involved in the oversight of the entities identified in Sub-Section 3.a.
  - 3.c Licensed Materials are shareable with Foreign Governments, inter-governmental entities, and International Defense and Coalition Partners for USG purposes.
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## National Security

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## National Security Plus

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## Appendix C - Acronyms and Abbreviations

BEA	Bureau of Economic Analysis
CAC	Civil Applications Committee
CRSSP	Commercial Remote Sensing Space Policy
CSDA	Commercial Small Sat Data Acquisition
CSPO	Commercial Systems Program Office
DSCA	Defense Support to Civil Authorities
DOC	Department of Commerce
DOI	Department of the Interior
DOD	Department of Defense
DOT	Department of Transportation
EO	Electro Optical
EULA	End User Licenses Agreement
EVFO	Enhanced View Follow
GEO	Group on Earth Observations
FAA	Federal Aviation Administration
FAIR	<b>F</b> indability, <b>A</b> ccessibility, <b>I</b> nteroperability, and <b>R</b> euse
FGDC	Federal Geographic Data Committee
GEOINT	Geospatial Intelligence
GPS	Global Positioning System
GSA	General Services Administration
IC	Intelligence Community
ICAMS	Interagency Council for Advancing Meteorological Services
ICCWD	Interagency Working Group for the Coordination for Commercial Weather Data
IDIQ	Indefinite Delivery Indefinite Quantity
IT	Information Technology
JACIE	Joint Agency Commercial Imagery Evaluation
LAG	Landsat Advisory Group
MAS	Multiple Award Schedule
MESONET	MESOScale NETwork
NASA	National Aeronautics and Space Administration
NAIP	National Agriculture Imagery Program
NCAC	National Civil Applications Center
NCEI	National Centers for Environmental Information
NDOP	National Digital Orthoimagery Program
NESDIS	National Environmental Satellite, Data and Information Service
NGA	National Geospatial-Intelligence Agency
NGAC	National Geospatial Advisory Committee
NLI	National Land Imaging
NOAA	National Oceanic and Atmospheric Administration
NRO	National Reconnaissance Office
NSF	National Science Foundation
NSG	National System for Geospatial-Intelligence
NSPD	National Security Presidential Directives
NSTC	National Science and Technology Council
NWS	National Weather Service

OSTP	Office of Science and Technology Policy
PI	Principal Investigators
RA	Regional Association
RF	Radio Frequency
RFI	Request for Information
RFP	Request for Proposal
SLI	Sustainable Land Imaging
SME	Subject Matter Experts
SOW	Statement of Work
USDA	United States Department of Agriculture
USGEO	United States Group on Earth Observations
USGS	United States Geological Survey
WMO	World Meteorological Organization