## No. 14969

## UNITED STATES OF AMERICA and IRAN

Memorandum of understanding between the Plan and Budget Organization of the Imperial Government of Iran and the United States National Aeronautics and Space Administration (NASA). Signed at Washington on 25 July 1974 and Tehran on 29 October 1974

Authentic text: English.

Registered by the United States of America on 19 August 1976.

## ÉTATS-UNIS D'AMÉRIQUE et IRAN

Mémorandum d'accord entre le Commissariat au plan et au budget du Gouvernement impérial d'Iran et l'Administration nationale de l'aéronautique et de l'espace des États-Unis (NASA). Signé à Washington le 25 juillet 1974 et à Téhéran le 29 octobre 1974

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 19 août 1976.

## MEMORANDUM OF UNDERSTANDING' BETWEEN THE PLAN AND BUDGET ORGANIZATION OF THE IMPERIAL GOVERNMENT OF IRAN AND THE UNITED STATES NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA)

- 1. The purposes of this agreement are to set forth the responsibilities of the parties and the procedures for providing for (a) direct access, by a ground station to be built and operated in Iran by the Plan and Budget Organization, to NASA ERTS-1 and ERTS-B satellite data and to the data from any future ERTS experimental satellites which NASA may launch, and (b) availability to NASA of data acquired by the Iranian station pursuant to (a) above, subject to the provisions which follow.
  - 2. For its part, the Plan and Budget Organization will use its best efforts to:
- (a) Develop and operate a facility in the Greater Tehran Area for acquisition and processing of ERTS data as well as other data of interest to the Plan and Budget Organization entirely at its own cost, including the cost of the necessary communication links with the NASA ERTS OCC/NDPF (Operations Control Center/NASA Data Processing Facility) at the Goddard Space Flight Center.
- (b) Provide during Phase B, as described below, processed data to ERTS Principal Investigators duly selected by NASA whose test sites are in range of the Iranian data acquisition station for the period of coverage promised to them and under the same conditions as NASA provides data to Principal Investigators. Should another country in the region establish ERTS facilities, the Plan and Budget Organization's obligations to provide data to Principal Investigators in that country will terminate as soon as the new facilities are capable of providing this service. The Plan and Budget Organization will continue to serve Principal Investigators in countries within range of the Tehran station which do not have ERTS facilities unless and until alternative arrangements are concluded.
- (c) Provide, to the best of its ability, any support requested by NASA in a spacecraft emergency condition, such as the provision of data indicated in paragraph 2(e) below should the on-board tape recorders fail.
- (d) Provide quarterly reports in English to NASA on the progress and results of the Plan and Budget Organization's experimental program with respect especially to the ability to apply data and analyses obtained to real-time decision making, and the principal applications made.
- (e) Make available to NASA, on a cost-free basis and in the NASA-preferred format (negative imagery format with identifying annotation) such copies of the ERTS data it acquires and processes as NASA may request in reasonable quantities (except in emergency conditions as noted in paragraph 2(c) above). These data provided to NASA by the Plan and Budget Organization will be made available to the public from U.S. sources on precisely the same terms as data acquired directly by NASA. These provisions apply as well to selected duplicate compatible tapes. Public requests (for data) from the area covered by the Tehran station will be referred as appropriate to the Plan and Budget Organization or to other regional facilities which may be established in the area. Coordination among such facilities would be highly desirable.

<sup>1</sup> Came into force on 29 October 1974 by signature, in accordance with paragraph 7.

- (f) Include as output data from the Tehran station Computer Compatible Tapes (CCT's) and 70mm roll film.
  - 3. For its part, NASA will use its best efforts to:
- (a) Program ERTS-1 and any subsequent experimental ERTS-type satellites to acquire data in areas accessible for direct read-out by the Iranian station. The frequency of such programming will be subject to mutual agreement by the Project Managers (see below). It will be limited to test purposes in Phase A and expanded as agreed in Phase B.
- (b) Provide to the Plan and Budget Organization as necessary antenna pointing elements for acquisition of the ERTS spacecraft transmitted signal and updated definitive orbital information for use in processing the data.
- (c) Process, on time-available basis and as may be agreed by the Project Managers, a limited number of data tapes acquired by the Iranian station in Phase A for initial evaluation and calibration of the station's performance.
- (d) Provide, during Phase A, ERTS data to any NASA-selected Iranian Principal Investigators to the extent of the time-coverage promised for them.
- (e) Make available, for comparison purposes, a limited number of selected NASA data tapes covering portions of the area accessible to the Tehran station.
- (f) Keep the Plan and Budget Organization informed of other prospective ERTS facilities in the area so that regional coordination can be effected.
- 4. The course of the project will be divided into two phases. Phase A is for the test and checkout of the Tehran station. Phase B is for the following period of routine data acquisition and processing at the Tehran station. Phase A will begin when the Project Managers agree on the readiness of the technical and operational interfaces required to carry out the project and on a schedule for accomplishing Phase A and B. Phase A will be concluded and Phase B begun by mutual agreement of the Project Managers.
- 5. To implement the agreement, the Plan and Budget Organization and NASA will each designate Project Managers to be responsible for coordinating the agreed functions and responsibilities of each side with the other. The Project Managers will be co-chairmen of a Joint Working Group (JWG) which will be the principal instrument for assuring the execution of the project and for keeping both sides continuously informed of the project status. The Joint Working Group may establish such committees as required to carry out the project.
  - 6. The following additional understandings are confirmed:
- (a) The Plan and Budget Organization will resolve any radio frequency difficulties in the region to the satisfaction of the parties concerned so this cooperation can proceed without difficulty.
- (b) The responsibility for spacecraft control, health and status will remain with NASA throughout the program.
- (c) There will be no exchange of funds between the Plan and Budget Organization and NASA for ERTS-1 operations. This agreement assures the Plan and Budget Organization access to the ERTS-B satellite throughout its design life of one year without charge by NASA. It is understood, however, that NASA may thereafter establish some cost-sharing arrangement, such as users' fees, for participating ground stations.
- (d) It is understood at this stage that NASA cannot make a firm commitment for future ERTS-type satellites.

- (e) Decisions taken by the International Telecommunications Union require that radio frequencies for future operational ERTS satellites will differ from those currently used for experimental satellites.
- (f) It is understood that the Plan and Budget Organization and the other Iranian agencies participating in the program will pursue an ERTS open-data policy comparable to that of NASA and other U.S. agencies participating in the program, particularly with respect to the public availability of data. The Plan and Budget Organization will thus ensure unrestricted public availability of the earth resources satellite data at a fair and reasonable charge based on actual cost.
- (g) Training and exchange of technical personnel will take place as mutually agreed.
- (h) The Plan and Budget Organization and NASA will freely share and exchange data and technical information as mutually agreed and consistent with the laws and regulations of the two countries.
- (i) It is understood that this project is experimental in character and subject to change in accordance with changes in technical requirements and opportunities.
- (j) The Plan and Budget Organization and NASA may each release general information to the public regarding the conduct of their own portion of the project as desired and, insofar as participation of the other agency is concerned, after suitable coordination.
- (k) The Plan and Budget Organization and NASA will assure that the project is appropriately recorded in still and motion picture photography and that the photography is made available to the other agency upon request for public information purposes.
- (1) It is understood that the ability of the Plan and Budget Organization and NASA to carry out the responsibilities of this agreement is subject to the availability of appropriated funds.
- 7. This Memorandum of Understanding shall enter into force upon signature by the Plan and Budget Organization and NASA and shall continue in force for four years, subject to extension as may be agreed by the Plan and Budget Organization and NASA.

For the Plan and Budget Organization:

[Signed]
A. M. MAJIDI
Minister of State
and Director of the Plan
and Budget Organization
Date: Oct. 29, 1974

For the National Aeronautics and Space Administration:

[Signed]

JAMES C. FLETCHER

Administrator

Date: 7/25/74
[Signed]
RICHARD HELMS
Ambassador