

Release Guidance

All NGA customers are responsible to 'Properly mark' and 'Protect' the data they download from NGA systems. Data and products are appropriately marked on NGA Gateway web pages and whenever possible guidance is also provided prior to initiating downloads. This classification and release guidance **may not always be embedded in the downloaded file**. The customer shall assure the classification and release guidance is transferred to the download system or media.

All data elements downloaded from NGA secure Gateways, whether they contain security classification and release markings or not, should be treated as Classified (System High) until reviewed. Review for release from classified systems should be accomplished according to local security procedures. Data that are Classified must be marked and protected according to the relevant DoD and DCID classification and release instructions.

When a Classified file is sanitized by the removal of all Classified data, the remaining unclassified data is still subject to the handling and distribution rules for "Limited Distribution" as noted in the below caveat. The only exception is when that unclassified data in its entirety is identified as Licensed or public release.

Unclassified data available from the NGA Gateways can be:

- UNCLASSIFIED, LIMITED DISTRIBUTION requiring handling and subsequent release in accordance with the below Limited Distribution caveat.
- UNCLASSIFIED, FOUO requiring handling and subsequent release in accordance with United States government 'For Official Use Only' policy.
- UNCLASSIFIED, LICENSED requiring handling and subsequent release in accordance with the license specified on or with the data. Most NGA unclassified commercial imagery and derived products since 2002 are controlled by the below 'Clearview' license.
- UNCLASSIFIED. Often unmarked data from publicly available sources which is being made available through the NGA Gateways as a convenience to our customers. This includes USGS produced geospatial data.

Limited Distribution caveat:

LIMITED DISTRIBUTION

Distribution authorized to DoD, IAW 10 USC § 130 & §455. Release authorized to US DoD contractors
IAW 48 CFR §252.245-7000. Refer other requests to Headquarters, NGA,
ATTN: Release Officer, Stop D-136. Destroy as "FOR OFFICIAL USE ONLY."
Removal of this caveat is prohibited.

Clearview License information:

CLEARVIEW IMAGERY END USER LICENSE AGREEMENT (not applicable to CLIN 0005 unless specifically referenced in the order)

a. General Terms

1.This clause applies to all imagery and products licensed under this NIMA contract, including data downlinked to domestic and foreign ground stations.

2.All license rights purchased under this NIMA contract are in perpetuity. This is a non-exclusive license for use of the imagery provided to the UNITED STATES GOVERNMENT.

3.Licensed users may generate an unlimited number of hardcopies and softcopies of the data for their internal use.

4.Licensed users may generate any derived product from the licensed data.

(i.) Only derived products that contain the imagery data from the licensed data inherit the copyright and license of the source data. Other derived products have no restrictions on use and distribution.

(ii.) Reduced resolution data sets (RRDS) with 16-meter ground resolution or coarser shall have no restrictions on use and distribution, but shall contain the copyright markings.

5.A limited number of hardcopy imagery scenes and/or softcopy chips may be released (with copyright markings) outside the authorized user group by a licensed user for important user purposes such as public information, diplomacy, emergencies, and disasters. This provision does not permit commercial uses, resale or mass public distribution.

6.Licensed users may permit those outside the licensed user group to see hardcopies or softcopies of the imagery, with appropriate copyright marks. However, copies of the imagery shall not be given to those outside the licensed user group.

7.The licensed user will not place the imagery on an electronic distribution system that permits access to the imagery by unlicensed users.

8.This license must accompany any transfers of licensed imagery or products between licensed users and all licensed users will be bound by its terms.

9.All rights not expressly granted by this license are reserved by the imagery provider.

b. Licensed Users

1. The imagery may be used by the U.S. Government including, all branches, departments, agencies, and offices).

2.(i.) The U.S. Government may provide the imagery to the following organizations when the organization is working with the U.S. Government on a joint project:

- State Governments
- Local Governments
- Foreign Governments and inter-governmental organizations

- NGO's and other non-profit organizations

(ii.) The imagery provided for a joint project may only be used for purposes of the joint project, and may not be retained by the entities listed in b.2.(i.) after completion of the joint project. For the purposes of this paragraph, the rights provided in paragraph a. are restricted to the purposes of the joint projects.

(iii.) "Joint project" means cooperation between UNITED STATES GOVERNMENT and the entities listed in b.2.(i). "Joint project" is intended to encompass such activities as coalition force operations, exercises, co-production, relief efforts, and US homeland security. "Joint project" excludes activities that serve a non-federal Government purpose, such as city, county or state planning, property tax assessment, transportation infrastructure management, general purpose mapping, etc. In consideration for the flexibility afforded to UNITED STATES GOVERNMENT by allowing imagery to be shared for joint projects, UNITED STATES GOVERNMENT shall use its reasonable best efforts to define joint projects as narrowly as possible consistent with the goal of minimizing the sharing of imagery with entities who would otherwise purchase the imagery.

(iv.) Co-production activities are exempted from the restrictions imposed in paragraph (ii), above. Co-production activities may allow for the permanent retention of any imagery received or derived product created pursuant to the agreement. The co-producer's use of imagery acquired for co-production activities shall be limited to co-producer's intelligence, military and humanitarian activities. This specifically prohibits commercial uses, resale or mass public distribution. Co-production activities shall not permit the subsequent use of imagery of territory within the borders of the territories, protectorates or home country of the co-producer.

3. Imagery may be provided to contractors of the U.S. Government, or contractors of any other licensed user, for purposes of the licensed user only. A contractor may not use

the imagery for its own purposes, share it with others, or retain it after completion of the intended use. END LICENSE

Additional information and guidance on release of NGA products may be obtained from the NGA Policy Office at:

Commercial: 301-227-7165, DSN 287-7165

Web pages:

JWICS <http://policy.nga.ic.gov/index.cfm>

SIPRNET <http://policy.nga.smil.mil/index.cfm>

OSIS <http://osis.nga.mil/oip>