



**Data Sharing Agreement between
USDI-Bureau of Land Management (BLM)
And
USDI-LANDFIRE Program (LANDFIRE)**

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Department of the Interior
Bureau of Land Management
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Change Log

Document Maintenance

Changes to this document will be reviewed and approved through the National AIM team with Gordon Toevs as the lead.

Date	Version	Change Description	Pages Affected	Initials
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1 DATA SHARING AGREEMENT OVERVIEW

1.1 Authority

The purpose of this agreement is to provide the Bureau of Land Management (BLM) and the LANDFIRE Program (LANDFIRE – USDI, USDA Forest Service and associated partners) the capability to share sensitive reports, documents, tables and, alphanumeric and Geographic Information Systems (GIS) data.

1.2 Objectives

The objectives of this agreement are:

- To provide a vehicle for the sharing of information.
- To cooperate in the sharing of information to realize maximum operating efficiency and cost savings
- To avoid duplication of effort in the collection of information.
- To improve the accuracy of the information.

1.3 Authorities

1. Section 307 of the Federal Land Policy and Management Act of 1976 (FLPMA) (43 U.S.C. 1737).
2. The Paperwork Reduction Act of 1980, 44 U.S.C. 3501.
3. OMB Circular A-130, Management of Federal Information Resources.
4. BLM Manual 1278, External Access to BLM Information.

1.4 Benefits

This agreement provides for the sharing of reports, documents, tables, GIS data and alphanumeric data on a common need basis. Sharing reports, documents, tables and data facilitates planning for projects, decreases the need for redundant collection of the same reports, documents, tables and spatial data by the two cooperators and increases the efficiency of multi-agency and organization data collection efforts. This provides a cost saving to the taxpayer and is consistent with the Paperwork Reduction Act of 1980, implemented by OMB Circular A-130, which mandates agencies to share available information to the extent practicable and OMB Circular A-16 which provides for development of a coordinated National Spatial Data Infrastructure.

The BLM's collection of grass, range, and forest data is important to the LANDFIRE program for improved data quality. BLM will benefit from a multi-agency, professional cooperation, and enhanced technical capabilities through the mapping efforts, as well as leveraging and using the LANDFIRE data products to support BLM program work. This collaboration will improve LANDFIRE data products providing opportunities for comparative analyses (processes, underrepresented vegetation types, structure analysis) modeled results, with both qualitative and quantitative assessments. LANDFIRE increases the applicability of BLM data to national fire and land management because models and data developed from LANDFIRE will be directly tied to BLM data thus supporting and promoting land managers' conservation actions which sustain productive lands and healthy environments.

2 Terms of Mutual Agreement

This agreement has a term of 5 years from the date of approval by the BLM, at the end of which the agreement expires unless earlier terminated or extended. This agreement may be revised as necessary by mutual consent of the parties followed by the issuance of a written amendment, signed and dated by the parties. This agreement may be terminated by either party, provided 90 days written advance notice is given. This agreement will be reviewed annually to verify maintaining the agreement in an active data status.

2.1 Information Types

On request, the BLM will provide the following types of information with LANDFIRE as approved by the data steward or other BLM authority.

Information Title	Information Type ¹	Sensitivity ²	Named Individuals (If sensitivity is restricted)
BLM Landscape Monitoring Framework Data	Database	Restricted	Brenda Lundberg Chris Toney
BLM AIM Project Data (TerrADat)	Database	Restricted	Brenda Lundberg Chris Toney

No specific named individuals are involved in providing information.

Information Title	Information Type ¹	Sensitivity ²	Named Individuals (If sensitivity is restricted)
NA	NA	NA	NA

Any BLM reports, documents, tables, alphanumeric, and spatial digital data resulting from this agreement will adhere to BLM policy on distribution of data considered sensitive; i.e., BLM Manual Section 1278 - External Access To BLM Information, and Idaho State Office Manual Supplement 1278 - Confidentiality and Access To BLM Information. This applies to processed data and/or data resulting from the combination of sensitive data with any other data. If the information considered sensitive has been obscured during analysis, results (products) do not include sensitive information and can be distributed upon review by both parties.

¹ Information Type: Report, Document, Geospatial Dataset, Alphanumeric Data, Map, Images, Database

² Sensitivity: Restricted (Only for Individuals Named in this Agreement), Limited (Only for employees of the Sharing Organization), Open (Can be used and shared with External parties)

No agreement to share BLM data should confer an exclusive right to BLM data by LANDFIRE, and likewise no agreement to share LANDFIRE's data should confer an exclusive right to LANDFIRE's data by the BLM. The BLM and LANDFIRE are free to negotiate similar arrangements to share their respective data with other parties.

If either party receives requests for sensitive information by the other party or wishes to disclose the shared sensitive information to a third party, the recipient of the request will contact the data owner for permission to disclose the information for each specific instance. The data owner will write a decision on whether the information may be released and the conditions under which it may be released. The written decision must specify the date and the sensitive dataset to be released as well as whether the information is released as a hard copy product viewing or whether the spatial data itself will be provided to the requestor. Each party to this agreement will protect and follow the written instructions for disclosing the sensitive information to the third party to the extent permitted by the Freedom of Information Act (FOIA) and/or Privacy Act (PA). Each part, when sharing data, will follow guidance for determining any data privacy requirements and complete a Privacy Impact Analysis (PIA) if needed.

2.2 Metadata

BLM policy requires the development of Federal Geographic Data Committee (FGDC) compliant metadata for spatial and non-spatial data. (FGDC is in the process of adopting International Standards Organization (ISO) standard and when adopted, the BLM will follow that standard.)

LANDFIRE and the BLM agree:

Preparation of their respective reports, documents, tables or spatial/alphanumeric data is the responsibility of the owner, originator or maintainer of the information. Data shared must be documented with the following information contained in the Federal Geographic Data Committee (FGDC) compliant metadata:

1. Data source and type;
2. Data steward(s);
3. Source scale (if applicable);
4. Capture methodology;
5. Age of source data;
6. Identification of any sensitive data;
7. BLM standard Access constraints and Use Constraints (See section 2.9).
8. Quality of the data (total percent of data that is correct).

2.3 508 Compliance

The project must ensure that the electronic and information technology it develops or purchases are accessible to individuals with disabilities. Section 508 of the Rehabilitation Act of 1973 (<http://www.section508.gov/>) requires accessibility by individuals with disabilities for documentation and applications developed on or after June 21, 2001, as well

as all legacy applications that have been or will be modified or upgraded since that date. There are exemptions for undue burden.

2.4 Confidentiality Statements

2.4.1 Data Released by BLM

LANDFIRE shall maintain confidentiality of information/data that is provided under this agreement by the BLM.

LANDFIRE, except as expressly provided in this Agreement or required by Federal law, shall not disclose, by sharing of data or maps, sensitive information to anyone without the BLM's prior written consent. LANDFIRE will not use, or permit others to use, this data for any purpose other than to support creation and updating of a national vegetation fire and fuels map for the United States. LANDFIRE shall take all reasonable measures to avoid disclosure, dissemination or unauthorized use of sensitive information, including, at a minimum, those measures it takes to protect its own sensitive information of a similar nature and as provided by Federal law. LANDFIRE agrees not to transmit or otherwise divulge this information or to send sensitive information over the Internet without appropriate security protection (e.g., encryption or other method approved of by the BLM).

2.4.2 Data Received by the BLM:

To the extent permitted under the FOIA and PA, the BLM shall maintain confidentiality of information provided under this agreement by LANDFIRE. The BLM only agrees to maintain the confidentiality of information received from other entities, or information derived thereof, to the extent permitted by Federal law or statute.

The BLM, except as expressly provided in this Agreement or required by Federal law, shall not disclose, by sharing of unprocessed data, sensitive information to anyone without the LANDFIRE's prior written consent. The BLM will not use, or permit others to use, sensitive information for any purpose other than updating and enhancing the BLM's GIS and for internal planning purposes. The BLM shall take all reasonable measures to avoid disclosure, dissemination or unauthorized use of sensitive information, including, at a minimum, those measures it takes to protect its own sensitive information of a similar nature and as provided by Federal law. The BLM agrees not to transmit or otherwise divulge this information or to send sensitive information over the Internet without appropriate security protection (e.g., encryption or other method approved by LANDFIRE).

2.5 Cost Recovery

Information may be shared at no cost to other agencies. Requests for data or products by private entities may be subject to cost recovery (i.e., data enhancement requests). Determination of the BLM cost recovery is through Federal regulations as found in the BLM cost recovery guidelines as set by Department of the Interior policy.

Should any joint endeavors arise that would involve reimbursement or advance of funds between the parties to this agreement, a separate agreement or contract will be prepared and handled according to prescribed financial and procurement procedures.

2.6 Administration

1. Nothing in this agreement will be construed as affecting the authorities of the participants.
2. Conflicts between the participants concerning procedures which cannot be resolved at the operational level will be referred to the next higher level.
3. Any specifics related to the identification of any data which require prior approval, such as draft reports, work phases, etc., must be defined. Written or verbal approval will be specified. Time periods within which to respond will also be identified.
4. Both parties will maintain a transmittal log to record the dates and datasets exchanged.
5. Both parties will also maintain a copy of written permissions and conditions by which either party may disclose spatial data to a third party.
6. Order of Precedence. Any inconsistency in this agreement will be resolved by giving precedence in the following order: (a) Applicable Federal laws and regulation; (b) Any national policy requirements or standards; (c) Special terms and conditions; (d) All cooperative agreement sections, documents, exhibits, and attachments.

2.7 Special Terms and Conditions

1. No member of Congress or resident Commissioner is admitted to any share or part of this data sharing agreement or to benefits that may arise there from; but this provision must not be construed to extend to this data sharing agreement made with a corporation for its general benefit.
2. Nothing herein shall obligate or shall be construed to obligate the BLM to expend or involve the United States of America in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allotted and allocated for the purposes contemplated in this agreement.
3. This collaborative effort will use BLM data currently available and additional year's data will be provided (per the time frames of this and/or future agreements) as they are quality controlled and completed. BLM will notify LANDFIRE of additional data and/or LANDFIRE will request additional data as part of LANDFIRES data call.
4. The LANDFIRE program will combine BLM data with other data in deriving map and modeling products for vegetation, fire, and fuel assessments. These intermediate products developed by LANDFIRE will not disclose sample locations.
5. This agreement applies to members of the LANDFIRE partners, who will not have access to sample site locations and other data not approved by BLM for release to the public. The team examines and evaluates preliminary derived map and modeling products produced by LANDFIRE development and production teams who will use BLM data: (A) as a field reference to drive USGS-EROS Center classification models (including forest/non-forest

separation); (B) for accuracy / quality assessments; (C) in simulation model parameterization and validation; (D) in gradient modeling; (E) for biophysical mapping; and (F) for quantification of landscape components (e.g., vegetation and fire behavior fuel characteristics).

6. This agreement is principally between BLM and the DOI Office of Wildland Fire as the lead representative of DOI for the LANDFIRE program but data will be used by LANDFIRE program partners as part of the broader interdepartmental LANDFIRE program effort.

2.8 Data Exchange

Exchange of digital data covered under this agreement is by hard copy, DVD, magnetic tape, CD-ROM, USB drive, portable hard drive or via a secure FTP or HTTP site, or other method agreed to by both parties. All data exchanges will be documented on the Transmittal Sheet.

As datasets are approved by the data steward for release, digital data will be mailed on a CD to the LANDFIRE at the following address: Attn: Brenda Lundberg, LANDFIRE RM 320, US Forest Service, Region One Regional Office, 200 East Broadway, Missoula, MT 59807.

2.9 Standard Disclaimer Statement

Distributor Liability: **BLM INTERNAL USE. NOT FOR DISTRIBUTION.** The BLM will not be held liable for the unintentional disclosure of these data. The BLM assumes no responsibility for errors or omissions. No warranty is made by the BLM as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data; nor shall the act of distribution to contractors, partners, or beyond, constitute any such warranty for individual or aggregate data use with other data. No warranty, expressed or implied, is made by BLM regarding the use of these data on any other system, or for general or scientific purposes, nor does the fact of distribution constitute or imply any such warranty. In no event shall the BLM have any liability whatsoever for payment of any consequential, incidental, indirect, special, or tort damages of any kind, including, but not limited to, any loss of profits arising out of the use or reliance on the geographic data or arising out of the delivery, installation, operation, or support by BLM.

Access Constraints: **NON-PUBLIC. BLM INTERNAL USE ONLY.** Unverified Dataset. These data will be restricted to internal BLM staff, contractors and partners directly involved with developing the associated products.

Use Constraints: **NON-PUBLIC, BLM INTERNAL USE ONLY. NOT FOR DISTRIBUTION.** NO WARRANTY IS MADE BY BLM AS TO THE ACCURACY, RELIABILITY, OR COMPLETENESS OF THESE DATA FOR INDIVIDUAL USE OR AGGREGATE USE WITH OTHER DATA. The User is cautioned that these data have not been verified, and have not been approved for release. The User should take reasonable measures to ensure that these data are protected from disclosure. Although these data might be available to internal BLM staff, contractors or partners; the quality and fit for use of these

data should be considered unknown. The User is advised that the content of the metadata file associated with these data might be incomplete. The User assumes the entire risk associated with its use of these data. The BLM shall not be held liable for unintentional disclosure; nor for any use or misuse of the data described or contained herein. Further, the BLM assumes no liability for the current accuracy, reliability, completeness or utility of these data on any system or for any general or scientific purposes. The User bears all responsibility in determining whether these data are fit for the User’s intended use. These data are neither legal documents nor land surveys, and must not be used as such. Official records can be referenced at most BLM offices. Please report any errors in the data to the BLM office from which it was obtained.

The BLM should be cited as the data source in any products derived from these data. Any Users wishing to modify the data are obligated to describe within the process history section of the metadata the types of modifications they have performed. The User specifically agrees not to misrepresent the data, nor to imply that changes made were approved or endorsed by BLM. This data may be updated by the BLM without notification.

These data were collected only on lands managed by the BLM. Users are cautioned that statistical analyses of these data must take into account the relative weights of each point according to the statistical sample design. Simple averages of these data may not be accurate. These data were collected at a variety of scales and may not be sufficient for small scale applications.

3 Roles and Responsibilities

3.1 Assigned Roles and Descriptions

The following are the description for each of the parties involved in the management of the project data.

Role	Name	Description
Program Manager, Data Steward	Gordon Toevs	Coordinator for monitoring data collection under the BLM national Assessment, Inventory, and Monitoring (AIM) Strategy. The national BLM monitoring effort is part of AIM.
NOC Management \Coordination Team	Matt Bobo	Core Data Management Team support with eGIS hardware and software on which data is to be centrally organized and managed.
Resource Programs Data	Megan Walz	Coordination of natural resource data across BLM programs.
Data Management Team (DMT)	Sarah Lamagna	Provides the overall coordination, development, and management of the eGIS data management platform, under the guidance of the NOC Management/ Coordination Team.

The following are the roles and descriptions for each of the LANDFIRE parties involved.

Role	Name	Description
Program Manager, DOI Business Lead	Henry Bastian	Oversees and coordinates LANDFIRE program.
Data Administrator	Brenda Lundberg	Manages data contributions, and produces and analyzes GIS and tabular data products which support LANDFIRE vegetation, fuel and disturbance mapping efforts.
LANDFIRE FIA Liaison	Chris Toney	LANDFIRE FIA liaison and data coordinator for the NRCS NRI data. Assists with the management and production of LANDFIRE reference data.

Appendix A: Definitions

Agreement - data sharing/data exchange agreement.

Alphanumeric Data - data represented by letters, numbers and symbols, perhaps with special characteristics, and the space character. Data "read" versus data "seen" (spatial data). Alphanumeric data is often presented in "textual" or "tabular" format.

Acceptable Quality Level (AQL) - a level of data accuracy determined as acceptable for data to reach "official agency record" status.

BLM - Bureau of Land Management.

Case Recordation (CR) - data consisting of name, land description, and abstract of actions of use authorizations, title transfers, withdrawals, and classifications of public land and mineral estate.

Data Element Pairing - the combination of two or more data elements, manual or automated, which in and of themselves have no sensitivity, but when combined could reveal sensitivity or other types of data not authorized for disclosure to the public.

Data Steward - the person(s) so designated by their agency/organization as having the source expertise for their area or resource of concern. The Data Steward will: 1) determine the appropriate data standards to be applied, enforced, and developed; 2) verify that the data is accurate, current, and properly reflects the resource or program area(s) in terms of authenticity; and 3) determine if data can/should be shared or exchanged.

Digital Data - data in a form that can be processed by a computer.

Effective Date - the date of the last signature of the BLM State Director or Director of ** on the agreement or any modification of the agreement.

FOIA - The Freedom of Information Act (FOIA) pertains to the disclosure of Federal agency records or information. The FOIA generally gives the public the right to inspect and request copies of their Government's records, but has exemptions which permit the withholding of certain limited classes of records, including records which would cause a clearly unwarranted invasion of personal privacy if disclosed.

Geographic Information System (GIS) - a system of hardware, software, and procedures designed to support the capture, management, manipulation, analysis, modeling, and display of spatially referenced data for solving complex management and planning problems.

Global Positioning System (GPS) - satellite technology used to determine geodetic positions on the earth's surface.

Metadata - "data about data." Information which provides standards and other information about data, usually contained and shipped with each dataset.

Privacy Act- The Privacy Act (PA) of 1974 deals with the disclosure of information held by the Federal Government and ensures that systems of Government records containing information about individuals are publicly identified, that only information which is legally authorized and necessary is collected, and that such information is maintained in a manner which precludes unwarranted intrusions upon individual privacy. The Act is applicable to all systems of records

containing information about individuals. The PA prohibits the disclosure of personal information contained in identified systems of records which are subject to the Act.

Public Data - data which is not protected under FOIA or PA exemptions and for which release to the public is of a sound legal basis. In the Idaho BLM, this data has been validated by a data steward who has approved the dataset and indicated that the data is available for public use.

Sensitive/Proprietary/Confidential Data - data that is submitted by either party in expectation of confidentiality, the release of which could result in substantial competitive harm to the submitter. This data requires protection due to the risk and magnitude of loss or harm which would result from inadvertent or deliberate disclosure, alteration, or destruction of the data. The term includes: Information or data protected by agreement, law or policy of which the improper use or disclosure could adversely affect the ability of an agency to accomplish its mission (i.e., threatened and endangered species, archeological sites), privileged, copyrighted or trademarked data, records about individuals requiring protection under the PA and/or FOIA documents being withheld under various exemptions, to include commercial or proprietary/confidential information and draft, predecisional, unvalidated data.

Spatial/Geospatial Data - Spatial data includes data derived from remote sensing, mapping, and surveying technologies or databases that might be mapped by spatial attribute, such as country, state, county, zip code, field office, address, alpha, numeric, and "X"/"Y" coordinate data or other spatial characteristic. It refers to geographically referenced features that are described by geographic positions and attributes in an analog/or computer readable (digital) form.

Work Orders - documentation of all data exchanges. A work order is the tracking tool to identify transactions, events, joint efforts, and data exchange particulars.

AUTHORIZATION

Prepared by:	_____	__/__/____
	Emily Kachergis, Project Manager	Date
Reviewed by:	_____	__/__/____
	Matt Bobo, Lead Geospatial Manager	Date
Reviewed by:	_____	__/__/____
	Megan Walz, Resource Programs Data Coordinator	Date
Reviewed by:	_____	__/__/____
	Christine Hawkinson, Bureau Data Administrator	Date
Reviewed by:	_____	__/__/____
	Gordon Toevs, Program Manager and Data Steward	Date
Accepted by:	_____	__/__/____
	Henry Bastian, LANDFIRE Manager	Date