

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

AND THE

THE UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE

This Memorandum of Understanding (MOU) is to designate the framework for collaborative efforts between the United States Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS) and the USDA Forest Service (FS) for sharing data and associated estimates. The NRCS will share data collected and developed by their National Resources Inventory (NRI) program with the LANDFIRE program (an interdepartmental endeavor between the USDA FS and the Department of the Interior). In turn, the LANDFIRE program will provide geospatial data (over 20 layers – e.g., vegetation, disturbance, fuel/fire, biophysical, ecological models, etc.), public databases which cover the United States, territories, and insular areas to NRCS NRI, and training on its use. Although this agreement is principally between NRCS and FS, the MOU supports and provides for the broader interdepartmental effort. Signature of this MOU does not constitute financial obligation on the part of NRCS or FS.

BACKGROUND: LANDFIRE is a national vegetation, fire, and fuel assessment mapping and modeling program that generates comprehensive, wall-to-wall, 30-meter resolution map products of vegetation, fire, and fuel conditions across the United States and U. S. Territories for fire, land management planning, and resource management. A critical resource in nearly all LANDFIRE mapping and modeling tasks is an extensive geo-referenced database of field plots. These data are used for many purposes including 1) field reference to drive U.S. Geological Survey (USGS) Earth Resources Observation and Science (EROS) Data Center classification models (including forest/non-forest separation), 2) accuracy assessments, 3) simulation model parameterization and validation, 4) gradient modeling, 5) biophysical mapping, and 6) quantification of landscape components (e.g., fire behavior fuel characteristics). LANDFIRE has a production unit dedicated to collecting and reformatting existing vegetation databases. The NRI geo-referenced data are critical to the future success of the LANDFIRE mapping program. NRI inventory plots represent a consistent, nation-wide, standardized and comprehensive field plot database.

A. **PURPOSE:** This MOU outlines the conditions under which the NRCS NRI program and the LANDFIRE program will collaborate to share data between each program. NRCS will provide NRI data to improve the quality of LANDFIRE data products, especially in vegetation types that are currently underrepresented. Use of the data would include location coordinates of NRI sample points in a manner that prevents release and protects the confidentiality of the NRI sample points. This confidentiality protection is accomplished by USDA FS Forest Inventory Analysis (FIA) staff using NRI data to derive intermediate

products that do not disclose sample plot locations or linkages of NRI data to individual private landowners. The process is similar to that conducted to include FIA data into the LANDFIRE program under a similar agreement. LANDFIRE will provide an integrated set of data describing landscape conditions (over 20 geospatial data layers – e.g., vegetation, disturbance, fuel/fire, biophysical, ecological models, etc. and public databases) that cover the United States, territories, and insular areas to NRCS in support of NRCS conservation actions and measures that promote productive lands and healthy environments.

- B. STATEMENT OF MUTUAL INTERESTS & BENEFITS: Both the NRI and LANDFIRE programs conduct and have a mutual interest in research pertaining to the renewable vegetation resources of the United States.

The NRI program collects consistent range, grass, and agriculture land inventory data across the US, making the information available to a wide array of clients. NRI is interested in supporting the LANDFIRE work, which is an important program in the public interest. NRI will benefit from a multi-agency, professional cooperation, and enhanced technical capabilities through the mapping effort, as well as leveraging and using the LANDFIRE data products to support NRCS 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 NRI data to national fire and land management because models and data developed from LANDFIRE will be directly based on NRI data. For example, an analysis of the LANDFIRE data products with included NRI field plot data could compute fire potential and fuel conditions for an NRI plot area, which would expand the utility of NRI data and provide additional resources to farmers and landowners to promote conservation actions which sustain productive lands and healthy environments.

The NRI program is also interested in protecting and maintaining the confidentiality of sample plot locations to protect landowner privacy and to maintain the long-term integrity of the NRI sample. Current federal law requires that NRI sample plot locations not be shared outside of the NRI program in any way that allows non-NRI staff to determine the ownership of individual sample plots. To comply with legal mandates as summarized in Attachment 1 (7 U.S.C 2276), NRI cannot (1) release any data that might be considered privileged or proprietary by any individual or corporate landowner; (2) release data that may hinder field access to the plots in the future; 3) release data that would cause plots to be treated differently than they would have otherwise been treated, which could bias future inventory results; and (4) release data that would damage the credibility and reputation of the NRI Program.

Without the support of NRI data, many map products that are critical to LANDFIRE but also useful to NRI are difficult to achieve or to be completed with higher quality. With NRI data support, not only are key products such as shrub land / grass land type groups and percent canopy at the 30-meter resolution nationwide completed with the highest quality and in a cost-effective and timely manner, but critical steps in the classification process, such as forest/non-forest separation are more straightforward. Long-term support of NRI data

provides a basis on which classification models to automate the mapping process and periodic updates may be possible.

C. USDA NRCS, NRI, SHALL:

1. Provide the LANDFIRE staff the NRI data in agreed upon formats along with related metadata sufficiently complete to facilitate incorporating NRI data into LANDFIRE through FIA staff assigned to the LANDFIRE program.
2. Provide the field data collected by the NRI programs in accordance with agreed upon LANDFIRE requirements, to the FIA staff working in the LANDFIRE program.
3. Provide assistance in understanding, using, and interpreting the data provided, including analyses necessary to support LANDFIRE, with the stipulation that products intended for release outside of NRI must not permit disclosure of exact NRI sample locations. These analyses may include, but are not limited to, cross registration of NRI sample data with remotely sensed data; computation of new variables from NRI data and other sources; and any spatial analyses which advance the LANDFIRE mission.
4. Provide administrative direction and support for state level assistance from NRI staff to work with the LANDFIRE program and cooperators as appropriate.
5. Participate in documenting the results and findings of the mapping effort, including coauthoring reports, publications, and presentations as appropriate.

D. FOREST SERVICE, LANDFIRE, SHALL:

1. Provide sufficient protection to the NRI point-level data to prevent disclosure to anyone not specifically sworn-in and authorized such access, including requests under the Freedom of Information Act. This information is exempt by statute from disclosure under the provisions of the Freedom of Information Act (5 U.S.C. 522(b)(3)). The statute that specifically describes release of NRI sample locations is Section 1770(d) of the Food Security Act of 1985, Pub. L. 99-198 (7 U.S.C. 2276), as amended through Pub. L. 107-171, January 23, 2002.
2. Provide a detailed security plan (see Attachment #2 for example) documenting all appropriate steps necessary to safeguard the confidentiality of NRI sample location data and derived products from which plot locations can be derived.
3. Use the NRI point-level data only for the purposes described in this agreement.
4. Allow the NRI Program to review study plans and reports resulting from the use of plot locations and their associated national resource inventory data.

5. Give the NRI program credit (written/oral acknowledgements, authorships, etc.) as the source of the national resource inventory data used in all publications, presentations, or web sites which use information, derived from NRI data. Use the NRI logo in association with all published maps and posters that use NRI data.

6. Provide or coordinate training for NRCS personnel on the use of the LANDFIRE products for NRCS applications.

7. Allow the NRI program to use the final product/results in other applications and locations.

8. Delete, purge, or otherwise destroy all hardcopy and electronic files containing the plot locations, to the NRI program at the expiration of this agreement or termination/completion of work.

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. TERMINATION. Either party(s), in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

2. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

3. RESPONSIBILITIES OF PARTIES. The parties to this agreement will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

4. NON-FUND OBLIGATING DOCUMENT. Nothing in this agreement shall obligate any of the parties to this agreement to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This agreement does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

5. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

<i>Forest Service Program Contact</i>	<i>Forest Service Admin Contact</i>
Frank Fay LANDFIRE Business Lead LANDFIRE Program Forest Service Washington Office, State & Private Forestry	Lynne Sholty Grants & Agreements Specialist Forest Service Washington Office, State & Private Forestry
<i>NRCS Program Contact</i>	<i>NRCS Admin Contact</i>
Patrick Flanagan National Statistician Resource Inventory Division USDA, Natural Resources Conservation Service	Grants & Agreements Specialist

6. COMPLETION DATE. This instrument is executed as of the last date shown below and expires on June 30, 2019, at which time it will be subject to review and renewal, or expiration.
7. All non-confidential NRI data may be freely used and shared without restriction by any LANDFIRE partners. This includes field data from NRI sample locations and products derived from NRI sample locations, which do not allow determination of exact sample locations.
8. Separate from this MOU, the LANDFIRE leadership has acknowledged that they have read and understood the provisions regarding confidentiality of NRI sample locations contained in 7 U.S.C. 2276, and that they will abide by the terms set forth in that law. In particular, LANDFIRE recognizes that NRI coordinates may not be shared outside of the LANDFIRE program, and are not subject to FOIA requests.
9. Should any equipment be purchased to support this agreement, it will remain the property of the purchasing unit upon completion of the agreement.

THE PARTIES HERETO have executed this instrument.

<u>Leonard Jordon / for</u>	<u>1/30/15</u>	<u>Thomas L. Tidwell</u>	
JASON A. WELLER	DATE	THOMAS L. TIDWELL	DATE
Chief, Natural Resources Conservation Service		Chief, United States Forest Service	

The authority and format of this instrument has been reviewed and approved for signature.

/s/

NRCS Grants and Agreements Specialist

/s/

Forest Service Grants and Agreements Specialist

Attachment #1

CONFIDENTIALITY OF INFORMATION

FOOD SECURITY ACT OF 1985

Public Law 99-198, 99 Stat. 1657, Sec. 23, 1985

[As Amended Through Public Law 107-171, Jan. 23, 2002]

[7 U.S.C. 2276]

§2276. Confidentiality of information

(a) Authorized disclosure

In the case of information furnished under a provision of law referred to in subsection (d) of this section, neither the Secretary of Agriculture, any other officer or employee of the Department of Agriculture or agency thereof, nor any other person may-

(1) use such information for a purpose other than the development or reporting of aggregate data in a manner such that the identity of the person who supplied such information is not discernible and is not material to the intended uses of such information;

(2) disclose such information to the public, unless such information has been transformed into a statistical or aggregate form that does not allow the identification of the person who supplied particular information; or

(3) in the case of information collected under the authority described in subsection (d)(12) of this section, disclose the information to any person or any Federal, State, local, or tribal agency outside the Department of Agriculture, unless the information has been converted into a statistical or aggregate form that does not allow the identification of the person that supplied particular information.

(b) Duty of Secretary; immunity from disclosure; necessary consent

(1) In carrying out a provision of law referred to in subsection (d) of this section, no department, agency, officer, or employee of the Federal Government, other than the Secretary of Agriculture, shall require a person to furnish a copy of statistical information provided to the Department of Agriculture.

(2) A copy of such information-

(A) shall be immune from mandatory disclosure of any type, including legal process; and

(B) shall not, without the consent of such person, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding.

(c) Violations; penalties

Any person who shall publish, cause to be published, or otherwise publicly release information collected pursuant to a provision of law referred to in subsection (d) of this section, in any manner or for any purpose prohibited in section ¹(a) of this section, shall be fined not more than \$10,000 or imprisoned for not more than 1 year, or both.

(d) Specific provisions for collection of information

For purposes of this section, a provision of law referred to in this subsection means-

(1) the first section of the Act entitled “An Act authorizing the Secretary of Agriculture to collect and publish statistics of the grade and staple length of cotton”, approved March 3, 1927 (7 U.S.C. 471) (commonly referred to as the “Cotton Statistics and Estimates Act”);

(2) the first section of the Act entitled “An Act to provide for the collection and publication of statistics of tobacco by the Department of Agriculture”, approved January 14, 1929 (7 U.S.C. 501);

(3) the first section of the Act entitled “An Act to provide for the collection and publication of statistics of peanuts by the Department of Agriculture”, approved June 24, 1936 (7 U.S.C. 951);

(4) section 203(g) of the Agricultural Marketing Act of 1946 (7 U.S.C. 1622(g));

(5) section 526(a) of the Revised Statutes (7 U.S.C. 2204(a));

(6) the Act entitled “An Act providing for the publication of statistics relating to spirits of turpentine and resin”, approved August 15, 1935 (7 U.S.C. 2248);

(7) section 42 of title 13;

(8) section 4 of the Act entitled “An Act to establish the Department of Commerce and Labor”, approved February 14, 1903 (15 U.S.C. 1516);

(9) section 2 of the joint resolution entitled “Joint resolution relating to the publication of economic and social statistics for Americans of Spanish origin or descent”, approved June 16, 1976 (15 U.S.C. 1516a);

(10) section 3(e) of the Forest and Rangeland Renewable Resources Research Act of 1978 (16 U.S.C. 1642(e));

(11) section 2204g of this title; or

(12) section 302 of the Rural Development Act of 1972 (7 U.S.C. 1010a) regarding the authority to collect data for the National Resources Inventory.

(e) Information provided to Secretary of Commerce

This section shall not prohibit the release of information under section 2204g(f)(2) of this title. (Pub. L. 99–198, title XVII, §1770, Dec. 23, 1985, 99 Stat. 1657; Pub. L. 105–113, §4(a)(2), (b), Nov. 21, 1997, 111 Stat. 2276; Pub. L. 106–113, div. B, §1000(a)(3) [title III, §348], Nov. 29, 1999, 113 Stat. 1535, 1501A–207; Pub. L. 107–171, title II, §2004(b), May 13, 2002, 116 Stat. 236.)

AMENDMENTS

2002-Subsec. (a)(3). Pub. L. 107–171, §2004(b)(1), added par. (3).

Subsec. (d)(12). Pub. L. 107–171, §2004(b)(2), added par. (12).

1999-Subsec. (d)(10), (11). Pub. L. 106–113 added par. (10) and redesignated former par. (10) as (11).

1997-Subsec. (d)(10). Pub. L. 105–113, §4(a)(2), added par. (10).

Subsec. (e). Pub. L. 105–113, §4(b), added subsec. (e).