

UNITED STATES DEPARTMENT OF AGRICULTURE
COOPERATIVE AGREEMENT
USDA SECTION 1619 COOPERATOR
CERTIFYING USDA AGENCY: FARM SERVICE AGENCY

Purpose

This USDA Section 1619 Cooperator Cooperative Agreement is being issued by the Farm Service Agency (FSA) to establish that the U.S. Geological Survey (USGS) has been certified by FSA to be working in cooperation with the Secretary of Agriculture on a USDA program by providing technical or financial assistance to a USDA program that concerns an agricultural operation, agricultural land, farming practice, or conservation practice. Those individuals or organizations (governmental or non-governmental) certified by FSA as working in cooperation with the Secretary of Agriculture by providing this assistance to USDA programs requiring access to data protected by Section 1619 of the Food, Conservation and Energy Act of 2008 (2008 Farm Bill) are known as USDA Section 1619 Cooperators.

USDA Section 1619 Cooperator

As a certified USDA Section 1619 Cooperator, the USGS is authorized access to otherwise protected agricultural information. Protected information approved for disclosure under this Cooperative Agreement shall be strictly limited to only that information necessary for the USGS to provide technical assistance in the form of monitoring, assessment, and evaluation for the Conservation Reserve Program and Conservation Reserve Enhancement Program.

Disclosure to the USGS includes receiving the protected information from either: 1) FSA or 2) a producer, owner, or other certified USDA Section 1619 Cooperator.

USDA Section 1619 Cooperator Use of the Protected Information

The USGS has provided information to FSA indicating that the protected information shall be used to provide technical assistance in the form of monitoring, assessment, and evaluation in support of Conservation Reserve Program and Conservation Reserve Enhancement Program objectives by analyzing the impact of farming practices on water quality in the Chesapeake Bay Watershed. No other uses of the data are permitted under this Cooperative Agreement.

Responsibilities

FSA agrees to:

- Provide to the USGS the protected information that has been approved for disclosure under this Cooperative Agreement for the states in the Chesapeake Bay watershed (New York, Pennsylvania, West Virginia, Maryland, Delaware, and Virginia). The protected data types approved for disclosure are limited to:
 - spatially referenced (e.g., vector files usable in a Geographic Information System) Conservation Reserve Program databases fully attributed with non-financial information;

- spatially referenced Conservation Reserve Enhancement Program databases fully attributed with non-financial information; and
- spatially referenced and fully attributed Common Land Unit databases.
- Permit the USGS to release aggregated statistical information to Chesapeake Bay Program Partner organizations and the public following review and approval by FSA of the USGS' data aggregation procedures to ensure the protection of farmer privacy.

The USGS agrees that:

- Signature on this Cooperative Agreement indicates acknowledgement and understanding that data types identified in this Cooperative Agreement are protected from further disclosure by Section 1619 of the 2008 Farm Bill (see Exhibit 1).
- The USGS shall not subsequently disclose the protected information to any individual or organization that is not directly covered by this Cooperative Agreement. Any such subsequent disclosure of the protected information will be a violation of the Federal statute Section 1619. The USGS may be held legally liable should subsequent disclosure of the protected information occur in violation of Section 1619. Acts of disclosure of protected information include, but are not limited to providing hardcopy, electronic copy, or permitting viewing.
- The USGS shall not subsequently disclose aggregate statistical data derived from the protected information to any individual or organization not directly covered by this Cooperative Agreement without review and approval by FSA of the USGS' data aggregation procedures to ensure the protection of farmer privacy. Any such subsequent disclosure of the aggregate statistical data derived from the protected information without the review and approval of FSA of the aggregation procedures used to ensure protection of farmer privacy may be a violation of the Federal statute Section 1619. The USGS may be held legally liable should subsequent disclosure of the protected information occur in violation of Section 1619.
- Signature on this Cooperative Agreement legally binds the USGS to comply with the provisions in Section 1619. When signature is made on behalf of an organization, signature also legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the organization to comply with the provisions in Section 1619.
- The USGS shall use the protected information only to perform work that is directly connected to providing technical assistance in the form of monitoring, assessment, and evaluation in support of Conservation Reserve Program and the Conservation Reserve Enhancement Program objectives. Technical assistance includes reformatting the protected information for consistency with the National Environmental Information Exchange Network's data transfer schema and aggregating the data to a scale that protects farmer privacy. Technical assistance also includes using the protected information in small watershed studies and regional models to better understand the effects of the Conservation Reserve Program and the Conservation Reserve Enhancement Program on observed water quality and aquatic habitat conditions and trends. Use of the protected information for any other purpose is expressly prohibited.

- When signature is made on behalf of an organization, the USGS shall internally restrict access to the protected information to only those individuals within the organization that have a demonstrated need to know the protected information in order to perform work on the Conservation Reserve Program and the Conservation Reserve Enhancement Program.
- The provisions in Section 1619 are continuing obligations. Even when the USGS is no longer a USDA Section 1619 Cooperator, or when individuals currently affiliated with the organization should leave the organization, every person having been provided access to the protected information shall continue to be legally bound to comply with the provisions in Section 1619.
- When signature is made on behalf of an organization, the USGS shall notify all members of the organizational units who will have access to the restricted information about this Cooperative Agreement. For the duration of this Cooperative Agreement, notifications about the existence of this Cooperative Agreement shall be made to those individuals that are new to the organizational units that will have access to the restricted information and periodic notifications shall be sent throughout the organization units that will have access to the restricted information (and at a frequency not to exceed 180 calendar days) to remind all about the ongoing/continuing requirement to comply with this Cooperative Agreement.
- This Cooperative Agreement is non-transferable. The certification to obtain protected information may not be bought, sold, traded, assigned, extended to, or given free of charge to any other individual or organization not directly covered by this Cooperative Agreement.
- The USGS shall notify FSA immediately when the organization is no longer, or within 30 calendar days notice of the date on which the organization will no longer be a USDA Section 1619 Cooperator working in cooperation with the Secretary of Agriculture by providing technical assistance with respect to the Conservation Reserve Program and Conservation Reserve Enhancement Program, whichever is sooner.
- Use of the protected information for any purpose is expressly prohibited when an individual/organization is no longer a USDA Section 1619 Cooperator. When the USGS is no longer a USDA Section 1619 Cooperator, any protected information provided under this Cooperative Agreement must be immediately destroyed. The USGS shall provide to FSA written certification that the protected information (paper and/or electronic copy) has been properly destroyed and/or removed from any electronic storage media.

Amendments

This Cooperative Agreement may be amended at any time by mutual written agreement of the FSA and the USGS.

Termination

This Cooperative Agreement may be terminated:

- Immediately by FSA if it is confirmed or even suspected that the USGS has committed a subsequent disclosure of the protected information in violation of Section 1619.
- Immediately by FSA if it is confirmed that the USGS is no longer a USDA Section 1619 Cooperator working in cooperation with the Secretary of Agriculture by providing technical

or financial assistance to USDA programs requiring access to data protected by Section 1619 of the 2008 Farm Bill.

- Immediately at the request of the USGS upon identification that the USGS no longer requires access to Section 1619 protected information and therefore requests that the USDA Section 1619 Cooperator certification be rescinded.
- At any time by mutual written agreement of FSA and the USGS or independently by FSA or the USGS with 30 calendar days written notice to the other party.

Effective Period

This Cooperative Agreement will be in effect on the date of the final signature and continues until September 30, 2015. Should the Cooperative Agreement need to continue beyond the identified effective period, the entire Cooperative Agreement must be reviewed, updated if necessary, and revalidated prior to the expiration date of the identified effective period.

Signature of the USDA Section 1619 Cooperator and the Date Signed



Regional Director, U.S. Geological Survey

Executed this 2nd day of August, 2010



Deputy Administrator for Farm Programs, Farm Service Agency

Executed this 22 day of June, 2010

SEC. 1619. INFORMATION GATHERING.

(a) **GEOSPATIAL SYSTEMS.**—The Secretary shall ensure that all the geospatial data of the agencies of the Department of Agriculture are portable and standardized.

(b) LIMITATION ON DISCLOSURES.—

(1) **DEFINITION OF AGRICULTURAL OPERATION.**—In this subsection, the term “agricultural operation” includes the production and marketing of agricultural commodities and livestock.

(2) **PROHIBITION.**—Except as provided in paragraphs (3) and (4), the Secretary, any officer or employee of the Department of Agriculture, or any contractor or cooperater of the Department, shall not disclose—

(A) information provided by an agricultural producer or owner of agricultural land concerning the agricultural operation, farming or conservation practices, or the land itself, in order to participate in programs of the Department; or

(B) geospatial information otherwise maintained by the Secretary about agricultural land or operations for which information described in subparagraph (A) is provided.

(3) AUTHORIZED DISCLOSURES.—

(A) **LIMITED RELEASE OF INFORMATION.**—If the Secretary determines that the information described in paragraph (2) will not be subsequently disclosed except in accordance with paragraph (4), the Secretary may release or disclose the information to a person or Federal, State, local, or tribal agency working in cooperation with the Secretary in any Department program—

(i) when providing technical or financial assistance with respect to the agricultural operation, agricultural land, or farming or conservation practices; or

(ii) when responding to a disease or pest threat to agricultural operations, if the Secretary determines that a threat to agricultural operations exists and the disclosure of information to a person or cooperating government entity is necessary to assist the Secretary in responding to the disease or pest threat as authorized by law.

(4) EXCEPTIONS.—Nothing in this subsection affects—

(A) the disclosure of payment information (including payment information and the names and addresses of recipients of payments) under any Department program that is otherwise authorized by law;

(B) the disclosure of information described in paragraph (2) if the information has been transformed into a statistical or aggregate form without naming any—

(i) individual owner, operator, or producer; or

(ii) specific data gathering site; or

(C) the disclosure of information described in paragraph (2) pursuant to the consent of the agricultural producer or owner of agricultural land.

(5) **CONDITION OF OTHER PROGRAMS.**—The participation of the agricultural producer or owner of agricultural land in, or receipt of any benefit under, any program administered by the Secretary may not be conditioned on the consent of the agricultural producer or owner of agricultural land under paragraph 4(c).

(6) **WAIVER OF PRIVILEGE OR PROTECTION.**—The disclosure of information under paragraph (2) shall not constitute a waiver of any applicable privilege or protection under Federal law, including trade secret protection.