

Section 1619 Cooperator Interagency Agreement

between

USDA, Natural Resources Conservation Service

and

U.S. Geological Survey

Purpose and Background

This Interagency Agreement is being issued by the USDA - Natural Resources Conservation Service (NRCS) to establish that the U.S. Geological Survey (USGS) has been certified by NRCS to be working in cooperation with the Secretary of Agriculture on a USDA program in providing technical or financial assistance under a USDA program that concerns an agricultural operation, agricultural land, farming practice, or conservation practice. This Acknowledgment ensures that USGS understands and complies with the requirements of Section 1619 of the Food, Conservation, and Energy Act of 2008 (the 2008 Farm Bill), which prohibits disclosure of certain information by the Department of Agriculture (USDA) and its cooperators.

Authority

Executive Order 13508 – Chesapeake Bay Protection and Restoration, and the Food, Conservation, and Energy Act of 2008 – Sec.1619.

USDA Section 1619 Cooperator

As a USDA Section 1619 Cooperator, the USGS is authorized access to otherwise protected agricultural information. Protected information approved for disclosure under this Interagency 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, concerning NRCS Farm Bill programs. Disclosure to the USGS can include receiving the protected information: 1) directly from NRCS; 2) directly from another USDA Section 1619 Cooperator; 3) directly from the producer or owner as part of the process required to enable a producer or owner to participate in a USDA program; or 4) in another manner with the producer's permission.

Section 1619 of the 2008 Farm Bill

Section 1619 of the Food, Conservation, and Energy Act of 2008 (Exhibit 1) (hereinafter "section 1619" provides that USDA, or any "contractor or cooperator" of USDA, "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 the 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.” USDA may disclose protected information to a USDA cooperator when such cooperator is “providing technical or financial assistance with respect to the agricultural operation, agricultural land, or farming or conservation practices” if USDA determines that the protected information will not be subsequently disclosed, except in accordance with the exceptions contained in Section 1619. USGS is a “cooperator” of USDA within the meaning of Section 1619. Accordingly, USGS may not subsequently disclose any information protected by section 1619. By signature on this Acknowledgment, USGS is certifying future compliance with the statutory obligations under Section 1619. Upon execution of this Acknowledgment, NRCS may continue to provide to USGS the protected information.

USDA Section 1619 Cooperator Use of the Protected Information

The USGS will use the protected information to provide technical assistance to the NRCS Farm Bill programs by analyzing the impact of farming practices on water quality in the Chesapeake Bay Watershed.

Responsibilities

NRCS agrees to:

Provide to the USGS the protected information that has been approved for disclosure under this 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) NRCS Farm Bill programs practice data for the Chesapeake Bay watershed. This data will be fully attributed and contain no financial information.
- Permit the USGS to release aggregated statistical information to Chesapeake Bay Program Partner organizations and the public following review and approval by NRCS of the USGS’ data aggregation procedures to ensure compliance with section 1619 and other applicable law.

The USGS agrees that:

- Signature on this Agreement indicates acknowledgement and understanding that data types identified in this 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 Agreement. Any such subsequent disclosure of the protected information without written permission from NRCS will be a violation of the Federal statute Section 1619. The USGS will be held responsible should disclosure of the protected information occur.
- Signature on this Agreement legally binds the USGS to comply with the provisions in Section 1619. USGS shall consult with NRCS prior to providing any protected information to an entity or individual outside the agency to ensure that such release is permissible.

- 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 of the NRCS Farm Bill programs. Use of the protected information to perform work that is not directly connected to the NRCS Farm Bill programs is expressly prohibited. 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 NRCS Farm Bill programs on observed water quality and aquatic habitat conditions and trends.
- USGS shall internally restrict access to the protected information to only those individuals within the agency who have a demonstrated need to know the protected information in order to perform work on the NRCS Farm Bill programs.
- 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.
- USGS shall notify all agency employees who will have access to the restricted information about this Agreement and Acknowledgment. For the duration of this Agreement, notifications about the existence of this Agreement shall be made to those individuals that are new to the organization who will have access to the restricted information and periodic notifications shall be sent to individuals with access to the restricted information and their supervisors (and at a frequency not to exceed 180 calendar days) to remind all about the ongoing/continuing requirement to comply with this Agreement.
- When USGS, as a Conservation Cooperator, is unsure whether particular information is covered or protected by Section 1619, it must consult with NRCS to determine whether the information must be withheld and document the consultation for the record.
- 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 Agreement must be immediately destroyed. The USGS shall provide to NRCS written certification that the protected information (paper and/or electronic copy) has been properly destroyed and/or removed from any electronic storage media.

Violations

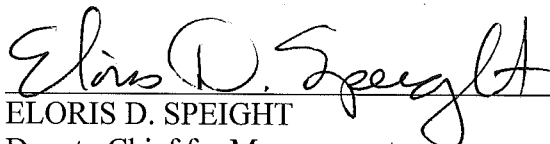
USGS as a Conservation Cooperator will be held responsible for violations of this Acknowledgment and Section 1619. A violation of this Acknowledgment may result in action by NRCS, including termination of this agreement.

Effective Period

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

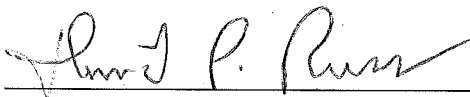
The undersigned of the USGS and NRCS have the authority to enter into and carry out the provisions of this agreement. Resolutions, motions or similar actions have been duly adopted or passed as an official act of the governing bodies of USGS and NRCS, including all understandings and assurances contained therein and directing and authorizing the undersigned to act in connection with this agreement and to provide such additional information as may be required.

Accepted by:



ELORIS D. SPEIGHT
Deputy Chief for Management
Natural Resources Conservation Service

11-20-2010
DATE



DAVID P. RUSS
Regional Executive, Northeast
U.S. Geological Survey

12/14/2010
DATE

Attachment: Exhibit 1

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 cooperator 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.