

**Access to Exact Coordinates for FIA Plots  
Interim Privacy Policy  
August 2000**

**BACKGROUND.** Present FIA policy (Federal Register / Vol. 54, No. 203 / Monday, October 23, 1989) calls for public release of coordinates rounded to the nearest 100 seconds (approx. 1 mile). This is currently available publicly for most data collected between 1995 and 1999 (e.g. in the eastwide database) and is sufficient for most users. However, some users may need access to more precise coordinates to reference FIA plot data to some other high-precision data layer, e.g. satellite imagery, DEM, or other modeled output.

**FIA sample locations are kept confidential for three primary reasons:**

1. **Protect landowners.** Our access to plots is only possible with landowner permission. Landowners are concerned about protecting their privacy, as well as the nuisance factor of having strangers on their property. Historically, we have promised landowners absolute confidentiality of their data - that is, there would be no way associate individual plot data with specific locations (and owners) on the ground. The new legislation now requires this. We also keep visits to a minimum of 1 or 2 times (including QA plots) every 5-10 years.
2. **Protect the integrity of the plots.** All plot visits involve risk of impacting the elements of the plot (e.g. cutting or damaging trees, compacting soils, trampling vegetation). This could result in biased estimates if our permanent plot system becomes unrepresentative of the sample population of interest (all US lands). Since we have no control over access to sample locations, the best way to protect the locations is to keep them confidential.
3. **Protect the reputation of the FIA program for providing unbiased information.** If plot locations are commonly known, specifically by land managers, there may be accusations that land managers are manipulating the results of the inventory by management practices, e.g. by not harvesting forest contained on sample plots.

Recent legislation has increased the emphasis on protecting the privacy of our plot locations beyond this earlier policy. In order to continue to serve our clients and partners, we must develop an interim policy that reflects the intent of the new legislation while we craft a more formal policy. We propose the following interim rules for access to FIA plot locations:

1. **ACCESS BY INTERNAL FIA STAFF.** Access to exact locations are granted to FIA program staff only to the extent that they need to know the location in order to perform their work. 'FIA program staff' refers to duly authorized agents of the FIA program including federal employees in FIA and FHM units, State partners, universities, or contractors who are actively involved in implementing the FIA program. Access to exact coordinates is only for the purpose of performing work in direct support of the FIA program, such as field data collection or analysis.
2. **ACCESS BY EXTERNAL USERS.** 'External users' are all users of FIA data who are not directly involved in accomplishing the FIA mission, including federal research staff, state agencies, universities, and other users. FIA will treat all external requests for exact coordinate information in a consistent fashion. FIA will continue to release approximate plot coordinates rounded to the nearest 100 seconds of latitude and longitude. This amounts to approximately plus or minus 1 mile., and is sufficient for many spatial applications. However, access by external users to exact coordinates differs for private land and public land.

**2.1 ACCESS TO EXACT COORDINATES ON PUBLIC LAND.**

**FIA may release coordinates for plots on public lands to the Agency responsible for managing the land or to other cooperators during the interim policy period. This interim policy is intended to maximize the usefulness of the information on public land and thus maximize benefits to the taxpayers supporting the program. This would only be done under terms of a formal written agreement involving at a minimum the affected FIA unit(s), the affected public land management officers, and the cooperator.** Land managers must agree to avoid treating the plot areas any differently than areas without plots to avoid sample bias. Managers will also be

requested not to make this information generally public. Managers must understand that if these terms are violated, the plots may have to be abandoned and the data record severed.

The terms of agreement should at a minimum do the following:

- a. Refer to a written study plan describing the nature of the research, where and why the exact coordinates are needed, and how the data will be used.
- b. Set a definite sunset date after which time all coordinates are purged from cooperator paper and electronic files.
- c. State that no plot visits will occur without FIA permission, and that there will be no destructive sampling on plot. Plots must not be impacted by cooperators.
- d. Guarantee that there will be no subsequent sharing or release of coordinates by the cooperator.
- e. Guarantee that the appropriate FIA unit(s) receive credit in all resulting pubs for the grant of data.
- f. Provide for periodic reporting on the status of the research, including where the coordinates are currently located and who has access

## **2.2 ACCESS TO EXACT COORDINATES ON PRIVATE AND TRIBAL LAND**

FIA does not release exact coordinates for private or tribal land, under any circumstances during the interim policy period. This is the only practical way to protect the privacy interests of private landowners. Failure to protect privacy will result in an increase in lands where access to collect data is denied.

For cases where users can demonstrate a true need for greater precision in plot locations, FIA should offer an alternative to release of plot coordinates. FIA can create in-house capability to collaborate with researchers. Coordinates can be used in the FIA office, by FIA staff or visiting colleagues, on FIA equipment. Research results, derived layers (but not exact coordinates) can leave the office when done. Advantage is that it allows research to proceed, increases use of FIA information and products, and does not compromise data security. It creates a way in which both FIA and user interests can be satisfied.

**MEMORANDUM OF UNDERSTANDING****Between**

Name of FIA partner/cooperator here

**and**

Name of Research Station here

**UNITED STATES DEPARTMENT OF AGRICULTURE - FOREST SERVICE**

This Memorandum of Understanding (MOU) is made and entered into by and between the **Name of FIA partner/cooperator here**, a public agency, hereinafter referred to as the **Shortened name of FIA partner/cooperator here** and the United States Department of Agriculture, Forest Service, **Name of Research Station here**, hereinafter referred to as the Forest Service.

**I. PURPOSE:** *(amend as necessary)*

The Forest Service collects renewable forest resources information across the **[geographic area of interest here]**, and maintains these data in geospatial databases that can be linked to individual land owners. This raises privacy issues concerning the release of personal information that the landowner may consider proprietary or confidential. New legislation regarding FIA data redefines rules for disclosure of plot locations under Section 1770(d) of the Food Security Act of 1985 (7 U.S.C. 2276(d)) and supercedes the previous release policy found in Forest Resource Inventory Statistics guidance in Federal Register / Vol. 54, No. 203 / Monday, October 23, 1989 / Notices 43189-90.

This agreement document serves as an interim policy and outlines the conditions under which the Forest Service will release plot locations to partners/cooperators who are actively engaged in implementing or forwarding the Forest Service mission through work or research, and the protections imposed to insure continued privacy and confidentiality of the personal information released.

**II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS:** *(amend as necessary)*

Both the Forest Service and **the partner/collaborator** conduct and have a mutual interest in research pertaining to the renewable forest resources of the **[geographic area of interest]**. The Forest Service is conducting research to ascertain the extent, status, and changes in the forests in this region as part of its annual Forest Inventory and Analysis (FIA) effort. The **partner/collaborator** has an interest in obtaining timely, relevant, and accurate research results that are delivered as efficiently as possible. The **partner/collaborator** has the resources, facilities, and expertise to more efficiently [gather resource information on FIA plots, test the feasibility of a new remote sensing technique to speed phase 1 area estimates, employ new remote sensing techniques in forest resource analyses, etc. etc]. In order to take full advantage of the mutual benefits that a collaborative partnership could offer to FIA, the partner/cooperator, and their respective publics, the FIA plot locations will have to be released to the **partner/cooperator**. Given that the Forest Service does not want to release any data that might be considered privileged or proprietary by any individual or corporate landowner; that the Forest Service does not want the release of such data to restrict access to the plots in the future; that the Forest Service does not want the release of such data to cause plots to be treated differently than they would have otherwise been treated, which would bias our results; and that the Forest Service does not want the release of such data to damage the credibility and reputation of the FIA program, both parties agree to share plot location information for the benefit of all with the following stipulations:

**III. THE Partner/cooperator AGREES to:**

1. not disclose the plot locations to any **other** party,
2. not use the plot locations for purposes other than those in this agreement,
3. not visit the actual sites of the plot locations,
4. not contact, bother, or otherwise infringe upon the landowners of the plot locations,
5. not conduct destructive or intrusive sampling (soil extraction, plant removal, trampling, etc) within the bounds of the Forest Service plot (see attached plot diagram),
6. not alter what would be normal business operations/forest management activities on the sites of the plot locations,
7. not disclose the forest inventory data for an individual private or corporate landowner,
8. not use the forest inventory data for regulatory actions against the landowner,
9. allow the Forest Service review study plans and reports resulting from the use of plot locations and their associated forest inventory data,

10. give the Forest Service credit (written/oral acknowledgements, authorships, etc) as the source of the forest inventory data used,
11. allow the Forest Service to use the final product/results in other applications and locations,
12. delete, purge, or otherwise destroy all hardcopy and electronic files containing the plot locations, and to return all plot navigational aids (plot sheets, photos, etc) to the Forest Service at the expiration of this agreement or termination/completion of work.

**IV. THE FOREST SERVICE AGREES to:** *(amend as necessary)*

1. provide the location (coordinates) of the necessary FIA plots,
2. provide the plot sheets, photos, and other navigational aids necessary to establish or recover the FIA plots,
3. provide the data collected by the Forest Service on these plots in electronic form,
4. provide assistance in understanding, using, and interpreting the data provided.

**V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE SAID PARTIES THAT:**

1. Violation. Any act by the partner/cooperator and/or their assigns that violates any of the provisions of plot location access, use, and disclosure describe above will be subject to penalties pursuant to the provisions of the FOOD SECURITY ACT OF 1985 (PL 99-198, December 23, 1985)
2. Termination. Either party(s), in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.
3. Participation in Similar Activities. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
4. Restriction for Delegates. Pursuant to Section 22, Title 41, United States Code, no member of, or Delegate to, Congress shall be admitted to any share or part of this instrument, or any benefits that may arise therefrom.
5. Completion Date. This instrument is executed as of the last date shown below and expires on ***Enter date or expiration***, at which time it will be subject to review, renewal, or expiration.
6. Principal Contacts. The principal contacts for this instrument are:

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*Name, address, etc. for  
 Research Station contact*

\_\_\_\_\_  
*Name, address, etc. for  
 FIA cooperator*

7. Non-Fund Obligor Document. This instrument is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.
8. Modification. Modifications within the scope of this instrument shall be made by the issuance of a bilaterally executed modification prior to any changes being performed.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the last written date below.

\_\_\_\_\_  
*Station Director                      Date*

\_\_\_\_\_  
*Regional or State Forester                      Date*

\_\_\_\_\_  
*Partner/cooperator                      Date*