



**Conditional Access to USDA Sensitive, but
Unclassified Information
Non-Disclosure Agreement
for FIA Staff**



I, _____, hereby consent to the terms in this Agreement in consideration of being granted conditional access to certain United States Government documents or material containing sensitive but unclassified information.

1. I understand and agree to the following terms and conditions:
2. By being granted conditional access to sensitive but unclassified information, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure in accordance with the terms of this agreement.
3. As used in this Agreement, sensitive, but unclassified information, is any information which the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Title 5 U.S.C. Section 552a, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of the national defense or foreign policy.
4. I am being granted conditional access contingent upon my execution of this Agreement for the sole purpose of collecting and/or utilizing FIA sample site location and land ownership data.

This approval will permit me conditional access to certain information and/or to attend meetings in which such information is discussed or otherwise made available to me; including coordinates, maps and ownership information that is sensitive but unclassified. Specific conditions of this Agreement are:

- a) All individual sample site location and land ownership data are confidential. No plot packets, data forms, reports, computer files, or data sets containing these sample site locations and/or landowner identity may be copied, distributed, or published. Also, summaries or any information that could possibly reveal the location and/or landowner identity of an FIA sample site may not be made public to anyone not covered by a formal agreement with the FIA Program. Ownership and location data will be used only for "*statistical, analytical and research purposes*" that enhance the FIA Program.
- b) Dissemination or sharing of data, whether in original form or aggregated, with persons other than those who are directly associated with the FIA Program for which the data were obtained and who have completed the CONDITIONAL ACCESS TO USDA SENSITIVE BUT UNCLASSIFIED INFORMATION NON-DISCLOSURE AGREEMENT is strictly prohibited.
- c) Confidential data, including sample site locations, plot landowners, and any derived data from which sample site locations and/or landowner identities could be recovered by a motivated individual will only be stored and used on a computer with security restrictions on file access which include password protection and the absence of a connection to wide area networks or the internet, other than the firewall-protected Forest Service network.
- d) Any questions regarding access to unpublished data, propriety of reports or analysis shall be referred to the *Program Manager, PNW Forest Inventory and Analysis Program, PNW Research Station, USDA Forest Service* for appropriate response. Landowners requesting location specific information (coordinates, maps, photos, etc.) should contact the FIA Program to make a formal request for materials.

Exhibit D Confidentiality Certification Form
USDA Forest Service, PNW FIA Staff
FS-6600-5 (Rev. 12/2006)

This agreement will not allow me access to materials to which the United States Department of Agriculture (USDA) or USDA Forest Service has predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include sensitive but unclassified information provided to USDA by other agencies of the United States Government.

5. I will never divulge any sensitive but unclassified information that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by the USDA or USDA Forest Service that the individual is authorized to receive it. Should I desire to make use of any sensitive but unclassified information, I will do so in accordance with Paragraph 6 of this Agreement. I will submit to the USDA or USDA Forest Service for security review prior to the submission for publication, any book, article, column or other written work for the general publication that is based on any knowledge I obtained during my work with private-access of FIA sample site location and landownership data in order for the USDA or USDA Forest Service to ensure that no sensitive but unclassified information is disclosed.
6. I hereby assign to the United States Government all royalties, remunerations, and emolument that have resulted, will result or may result from any disclosure, publication, or revelation of sensitive but unclassified information not consistent with the terms of this Agreement.
7. If I am permitted, at the sole discretion of the USDA or USDA Forest Service, to review any official documents containing sensitive but unclassified information, such review will be conducted at a secure USDA or USDA Forest Service facility or under circumstances that have been approved by the USDA to maintain the security protection of such material. I will not be permitted to and will not make any copies of documents or parts of documents to which conditional access is granted to me. Any notes taken during the course of such access will remain at the USDA or USDA Forest Service, to be placed in secure storage unless it is determined by the USDA or USDA Forest Service officials that the notes contain no sensitive but unclassified information. If I wish to have the notes released to me, USDA or USDA Forest Service officials will review the notes for the purposes of deleting any sensitive but unclassified information to create a redacted copy of the notes. If I do not wish a review of any notes that I make, those notes will remain sealed in secure storage at the USDA or USDA Forest Service.
8. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of sensitive but unclassified information could compromise the security of the USDA or USDA Forest Service.
9. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to sensitive but unclassified information. This may serve as a basis for denying me conditional access to USDA or USDA Forest Service classified and sensitive but unclassified information in the future. If I violate the terms and conditions of this Agreement, the United States may institute a civil action for damages or any other appropriate relief. The willful disclosure of information that I have agreed under the terms of this agreement not to divulge may constitute a criminal offense.
10. Unless and until I am provided a written release by the USDA or USDA Forest Service from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my work with the PNW FIA Program, and at all times thereafter.
11. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.

- 12. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
- 13. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any sensitive but unclassified information to which I have been given conditional access under the terms of this Agreement.
- 14. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Protection Act of 1982 (50 U.S.C.421 et seq.)(governing disclosures that could expose confidential Government agents), and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798 and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.
- 15. My execution of this Agreement shall not nullify or affect in any manner any other secrecy or nondisclosure Agreement that I have executed or may execute with the United States Government.
- 16. I agree to these conditions concerning the use and distribution of unpublished FIA data collected by the PNW FIA Program. I make this Agreement in good faith, without any mental reservation or purpose of evasion.

Name (typed or printed)

Signature

Date

- 17. This Agreement was accepted by the undersigned on behalf of the USDA Forest Service as a prior condition of conditional access to sensitive but unclassified information required for the completion of official duties with the PNW FIA Program.

Gretchen Nicholas
Authorized Official of USDA Forest Service

RMA, Program Manager (Acting)
Title

Authorized Official's Signature

Date