

Oregon Biodiversity Information Center

A program of the Institute for Natural Resources – Portland
Portland State University

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Cooperative Data Sharing Agreement **iMapInvasives Data**

between the

Oregon Biodiversity Information Center
Acting as Lead Partner Organization for the State of Oregon

and

United States Department of the Interior
Bureau of Land Management, Oregon State Office

OBJECTIVE:

Invasive species are widely considered to be one of the greatest threats to biodiversity. There are many individuals, public agencies and private organizations working to manage invasive species. Having access to strategic invasive species location information can support and enhance these important efforts.

A consortium exists to develop, support and maintain an on-line, GIS-based, all-taxa invasive species mapping tool, *iMapInvasives*, focused on serving the needs of land managers, regional planners and others working to prevent, control, or manage invasive species. A particular emphasis is placed on functionality designed to aid in Early Detection/Rapid Response (ED/RR) efforts. Invasive species location data is submitted to *iMapInvasives* by numerous public agencies, non-profit organizations, and private individuals.

It is the intent of the *iMapInvasives* Consortium for *iMapInvasives* to serve as a resource to those working to abate the threat of invasive species. Therefore, the invasive species location information entered into *iMapInvasives* will be shared with other like-minded entities in accordance with Content-Sharing Protocols as established by the *iMapInvasives* Executive Committee and included in this agreement.

As a member of the *iMapInvasives* Consortium, Oregon Biodiversity Information Center (hereafter referred to as "the provider") agrees to provide to Oregon State Office Bureau of Land Management (hereafter referred to as "the recipient") a subset of the data in the *iMapInvasives* database; this subset is hereinafter referred to as "the dataset". The recipient agrees to use the dataset pursuant to the provisions set forth in this agreement. The data will be provided in a personal geodatabase, file geodatabase, or shapefile, and will include metadata in the delivery.

AUTHORITY:

Section 307(b) of the Federal Land Policy and Management Act of 1976, 43 U.S.C 1737(b), authorizes the Secretary, subject to the provisions of applicable law, to enter into contracts and cooperative agreements involving the management, protection, development, and sale of public lands.

PROCEDURES:

Interpreting the dataset and recognizing its limitations

1. Data Accuracy. While the data entered into *iMapInvasives* has been screened and checked for accuracy to the best of the ability of the provider, the provider makes no warranties or guarantees as to the accuracy of the data provided to the recipient; this applies to spatial accuracy, species identification, and other qualitative and quantitative attributes.
2. Data Limitations. Data on invasive species for many areas have not been collected and/or submitted to *iMapInvasives*. Lack of data for a specific location does not mean that invasive species are absent from that location. The dataset should not be relied on as a definitive statement of the presence or absence of all invasive species at a given location, and should not be substituted for on-site surveys.
3. Data Purposes. The dataset is not intended to be used for regulatory or permitting purposes, nor for commercial purposes. It is intended for informational and educational purposes only, and to assist in natural resource management, land management, conservation planning, and biological and ecological research.
4. Data Currency. The dataset contains only those records entered into *iMapInvasives* as of the date the dataset was provided to the recipient. The *iMapInvasives* database is continually growing as new records of invasive species are entered. If the recipient is still using the dataset one year after receiving it, the recipient will request an updated dataset from the provider.
5. Data Precision. Data entered into *iMapInvasives* comes from a wide variety of partners and contributors, and has been collected and recorded with a wide variety of methods, tools, and formats. Therefore, the data in the dataset exhibits a wide range of spatial scales and precision.

Using, managing, and displaying the data internally

6. For Recipient Only. The dataset is for the exclusive use of the individual recipient or the staff of the recipient organization, or staff working for the recipient agency. The dataset may not be shared with other parties, or copied, distributed, or made accessible in digital or any form to parties outside the requestor's organization. Requests by other parties, other than the recipient, for the dataset will be referred to the provider.
7. Access to the Data. The recipient will house the dataset at a location and in a manner such that the recipient can control access to the dataset. The recipient will restrict access to the dataset to only the individual recipient or only to staff of the recipient organization or staff working for the recipient agency.
8. Maps for Internal Use. The recipient is authorized to produce maps from the dataset only for internal use (e.g. for use by recipient individual or staff; for use by staff in meetings with

partners). Any maps produced from the dataset will be at a scale of 1:50,000 or smaller (e.g., 1:100,000). These maps may display points and other precise locations.

9. Credit in Internal Materials. Any maps, lists, reports, or other documents or materials produced for internal use that include data from the dataset will include the following citation:

Oregon Biodiversity Information center. *iMapInvasives*. April 2013.

Displaying the data to the public

10. Public Display of Data. The only maps or materials produced from the dataset that are authorized to be made available to the public or to other parties, including posting on a public web site, are those displaying or listing distribution generalized to county, HUC6, or an equivalent scale. No maps or materials produced from these data and made available to the public or to other parties, including on a public web site, will show or list point or other precise locations.
11. Credit in Public Materials. Any maps, lists, reports, or other documents or materials produced for public or external distribution that include data from the dataset will include the following citation:
Oregon Biodiversity Information Center. *iMapInvasives*. © 2013 *iMapInvasives*: an online mapping tool for invasive species locations. Available at: www.iMapInvasives.org. April 2013.
12. Copyrighted Materials. No data from the dataset, or products derived from the dataset, may be included in publications or other copyrighted materials without the express permission of the provider.

ADMINISTRATION:

Records Management: The Oregon/Washington Bureau of Land Management owns the rights to all data/records produced as part of this agreement. All records (in all media, paper, and electronic) created or produced in part or in whole are to be maintained for the duration of the agreement, made available upon request, and upon termination of the agreement will be turned over to the Bureau of Land Management, Oregon State Office.

The Oregon Biodiversity Information Center shall not retain, use, sell, or disseminate copies of any data that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.

Public Records: Any information furnished to any of the undersigned agencies is subject to the Freedom of Information Act (5 U.S.C. 552) and State public records laws.

Modification: Modifications within the scope of the agreement 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.

Non-Fund Obligating Document: This agreement is neither a fiscal nor a funds obligation document. Any endeavor to transfer anything of value involving reimbursement or contribution of funds between the parties to the agreement 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

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 agreement does not provide such authority. Specifically, this agreement does not establish authority for noncompetitive award to the cooperator of any contract or other agreement.

Termination: Any parties, in writing, may terminate the agreement in whole, or in part, at any time before the date of expiration.

Other administrative matters, as it pertains to the agreement, may also be added.

LIST OF CONTACTS:

Questions regarding this data use agreement, data interpretation or the above guidelines should be directed to the provider as listed below.

Oregon Biodiversity Information Center:	Bureau of Land Management, Oregon State Office
Lindsey Wise	Jeanne Standley
Mailcode: INR P.O. Box 751	1220 SW 3 rd Avenue,
2112 SW 5 th Avenue	Portland, OR 97204
Portland, OR 97207	(541) 751-4283
(503) 725-9951	jstandle@blm.gov
lindsey.wise@pdx.edu	

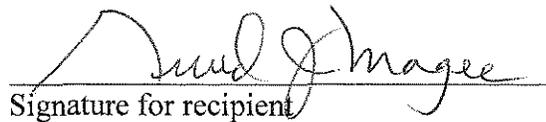
COMMENCEMENT/EXPIRATION DATE:

This agreement is executed as of the date of the last signature and is effective through five years at which time it will expire unless extended.

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

Rolando Mendez / Gerald J. Magee
Name of signatory for recipient (print)

Bureau of Land Management,
Oregon State Office
Name of recipient organization

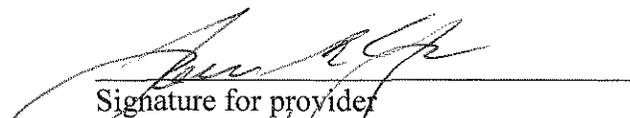

Signature for recipient

Acting
Branch Chief, Rangeland Resources,
Recreation and Wilderness
Title

Date 8/27/2013

Jimmy Kagan
Name of signatory for provider

Oregon Biodiversity Information Center
Name of provider organization


Signature for provider

Director
Title

Date 8/29/2013