



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Director's Office
P.O. Box 944209
Sacramento, CA 94244-2090
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



**DATA SHARING AGREEMENT
BETWEEN THE
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE (CDFW)
AND THE
REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS
SANTA BARBARA CAMPUS (UCSB)
CONCERNING THE RELEASE AND USE OF CONFIDENTIAL FISHERIES
INFORMATION**

WHEREAS, Fish and Game Code Section 8022 (a) states that the receipts, reports, or other records filed with CDFW pursuant to California Fish and Game Code Section 7700 – Section 8070 are confidential.

WHEREAS, Fish and Game Code Section 8022 (b) states that CDFW may release these confidential data to any public or private postsecondary institution engaged in research.

WHEREAS, UCSB is a public postsecondary institution engaged in research.

WHEREAS, CDFW is willing to disclose the confidential information to UCSB, and UCSB is willing to receive the information on the terms and conditions described herein.

NOW, THEREFORE, CDFW and UCSB hereby agree that their interactions shall be guided by provisions of this Data Sharing Agreement (Agreement).

1.0 Purpose

This Agreement is entered into by and between CDFW and UCSB to establish the content, use, and protection of data needed by Dr. Christopher Free for the purpose of examining the socioeconomic impacts of California's MPA network on fishing communities statewide. Additional details regarding this work are provided in Attachment A.

2.0 Period of Agreement

The Agreement shall be in effect from the date of last signature and shall extend through December 31, 2023 or until completion or termination of the project work identified in Attachment A, whichever is soonest. This Agreement may be extended by consent and signature of both parties and may be terminated with thirty (30) days' notice in writing by either party.

Conserving California's Wildlife Since 1870

3.0 Definitions

Parties means CDFW and UCSB.

CDFW includes its officers, employees, agents and any other representatives.

UCSB includes any individuals who are working on the research described in Attachment A, including individuals employed or contracted by, or studying at, UCSB. UCSB's authorized recipient for the Information is Christopher Free.

Information includes collectively any receipts, reports, or other records filed with CDFW pursuant to California Fish and Game Code §7700 - §8070, and the information contained in them, which is furnished by CDFW to UCSB pursuant to this Agreement.

4.0 Intended Use of Data

UCSB agrees to use the Information from CDFW's Marine Landings Data System (MLDS), Marine Logs System (MLS), Automate License Data System (ALDS), and state onboard observer data, in addition to the federal onboard observer Information which has been provided by the National Marine Fisheries Service (NMFS), for the strict purpose as described in section 1.0.

4.1 Description of Data:

CDFW shall provide California marine commercial fisheries landings receipt data, logbook data, vessel license data, vessel permit data, state onboard observer, and federal onboard observer data as described in Attachment B. CDFW reserves the right to edit, add, delete or change any data field contained in the Attachment B as CDFW considers necessary to the functions of CDFW or as applicable to comply with federal and state laws without notice to UCSB.

If the Information is used for any purpose other than authorized under this Agreement, UCSB's further access to any CDFW confidential data may be denied, and this Agreement may be terminated immediately.

5.0 Data Transfer

All data that are transferred through internal and external networks shall adhere to National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 System and Communications Protection (SC) 8, *Transmission Confidentiality and Integrity*. All data that are transferred by means other than internal and external networks shall adhere to NIST SP 800-53, Media and Protections 5, *Media Transport*.

6.0 Constraints on Use of Data

CDFW is the exclusive owner of the landings, logbook, registration, permit, and state onboard observer Information subject to this Agreement. NMFS is the exclusive owner of the federal onboard observation Information subject to this Agreement. UCSB will in all respects treat it as the proprietary information of CDFW or NMFS in accordance with all procedures reasonably necessary to protect CDFW's and NMFS' proprietary rights therein, consistent with the legal authorities available to UCSB. UCSB will maintain the confidentiality of the information consistent with legal authorities available to UCSB, including but not limited to the applicable California state laws. In the event that UCSB receives a formal request for the Information pursuant to the California Public Records Act (PRA) (Government Code sections 6250–6276.48) or any other applicable law, UCSB will notify CDFW at least 10 days prior to responding to the request. Pursuant to Fish and Game Code Section 8022 and Government Code sections 6254(k), 6276, and 6276.10, this Information is not a public record under the PRA and is exempt from disclosure.

6.1 UCSB shall only use the Information for the purposes identified in section 1.0.

6.2 UCSB shall restrict disclosure of the Information solely to those individuals studying with or working for UCSB who have a need to know such information in order to accomplish the identified purposes.

6.3 UCSB shall advise such individuals, before they receive access to the Information, of UCSB's obligations under this Agreement. UCSB shall take steps to ensure that all such individuals shall comply with the provisions of this Agreement, including requiring: all agents (contractors) to sign a non-disclosure agreement consistent with the provisions of this Agreement; and all employees and other individuals working on the research to sign a statement affirming that they have read this Agreement and will maintain its obligations.

6.4 Any information published or otherwise shared, outside of those receiving the information pursuant to sections 3 or 6.3 above, will only be as summaries, so as not to disclose the individual record or business of any person, and before publishing, UCSB shall provide these summaries to CDFW for its review. CDFW will review summaries in consideration of the “Rule-of-Three” thresholds to ensure confidentiality is maintained consistent with Fish and Game Code Section 8022. All records summarized for public disclosure must be the aggregate of at least three data points in each given category that identifies an individual or business, for example three individual persons with commercial fishing licenses, three individual fishing vessels, or three individual fish businesses.

6.5 Publication of any results based upon this Information will include proper attribution to CDFW.

6.6 The following disclaimer will be included in the data attribution:

CDFW collects data from various sources for fisheries management purposes, and data may be modified at any time to improve accuracy and as new data are acquired. CDFW may provide data upon request under a formal agreement. Data are provided as-is and in good faith, but CDFW does not endorse any particular analytical methods, interpretations, or conclusions based upon the data it provides. Unless otherwise stated, use of CDFW's data does not constitute CDFW's professional advice or formal recommendation of any given analysis. CDFW recommends users consult with CDFW prior to data use regarding known limitations of certain data sets.

6.7 Data received under this Agreement, backups of these data, and all related materials that contain any portion of these confidential data will be removed from computer equipment after it has been used for its stated purposes.

7.0 Data Security

To protect CDFW data from unauthorized physical and electronic access and to ensure the confidentiality, availability and integrity of all data shared, UCSB shall meet or exceed industry best practices for physical security, data security, network security, and access controls, both technically and procedurally, including compliance with Federal Information Processing Standards (FIPS) Publication 200, *Minimum Security Requirements for Federal Information and Information Systems*, and National Institute of Standards and Technology (NIST) Special Publication 800-53, *Security and Privacy Controls for Federal Information Systems and Organizations*.

UCSB will apply security patches and upgrades, and keep antivirus software up-to-date on all systems on which data may be used.

In the event that CDFW data are improperly accessed or breached, UCSB shall take measures to prevent further access to CDFW data or further breach incidents. In addition, UCSB will notify CDFW within 24 hours of discovering any unauthorized access. CDFW shall have the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation, and UCSB shall cooperate in such investigations. Despite any preventive measures taken by UCSB, CDFW retains the right to terminate this Agreement consistent with section 10.0 of this Agreement.

UCSB shall be responsible for all costs incurred by CDFW due to security incident resulting from UCSB's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of data. If CDFW determines that notice to the individuals whose data has been lost or breached is appropriate, UCSB will bear any and all costs associated with the notice or any mitigation selected by CDFW. These costs include, but are not limited to, staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach or loss of data.

8.0 Compliance with Applicable Laws and Regulations

The validity, construction, and performance of this Agreement are governed by the laws of the State of California.

UCSB shall comply with all applicable state and federal laws and regulations protecting the Information that is provided pursuant to this Agreement including the privacy of personal information. UCSB agrees to be bound by California law for any activities related to the scope of this agreement.

9.0 Amendments and Alterations to this Agreement

This Agreement constitutes the entire agreement between CDFW and UCSB for the purpose described in Attachment A, and no other statements or representations, written or oral, shall be deemed to exist or to bind the parties for the stated purpose. CDFW and UCSB may amend this Agreement at any time, provided that the amendment is with the consent of both parties, in writing, and signed by authorized persons.

10.0 Termination of the Agreement

This Agreement may be terminated at any time, for cause, by CDFW; may be terminated for any reason by either party with a 30-day written notice; and in any case terminates as described in section 2.0, unless extended pursuant to section 2.0 or section 9.0.

In the event this Agreement is terminated, UCSB shall return to CDFW all the Information covered by this Agreement as well as any backups and all related materials that contain any portion of the Information. Once the Information and related materials are transferred to CDFW, UCSB shall sanitize the data in accordance with NIST SP 800-53 MP-6, *Media Sanitation*. CDFW may request independent confirmation of data sanitation.

UCSB's obligations of confidentiality and restrictions on use of the Information pursuant to this Agreement shall continue in full force and effect, and shall survive termination of this Agreement.

11.0 Dispute Resolution

Except as otherwise provided in this Agreement, should a bona fide dispute arise between CDFW and UCSB regarding subjects of this Agreement, it is the expectation of both UCSB and CDFW that the parties shall meet and resolve the issue through discussion and negotiation. If the Parties are unable to resolve the dispute through good faith discussions, the Parties reserve the right to seek legal remedies as appropriate.

12.0 Miscellaneous Provisions

12.1 It is expressly understood that the confidentiality of the Information is statutory in nature and cannot be waived by any act or omission of CDFW.

12.2 This Agreement constitutes the entire understanding between CDFW and UCSB with respect to the subject and purpose described in section 1.0 and supersedes any prior or contemporaneous understandings or agreements, whether oral or written.

13.0 Notices

Any notices made in connection with this Agreement shall be in writing and sent certified mail or by recognized overnight courier to the following individuals and addresses:

For CDFW:

Dr. Craig Shuman, Regional Manager
California Department of Fish and Wildlife
Marine Region
1933 Cliff Drive, Suite 9
Santa Barbara, CA 93109
Telephone: (916) 445-6459
E-mail: Craig.Shuman@wildlife.ca.gov

For UCSB:

Jenna Nakano, MTA/NDA Officer
UCSB Office of Technology &
Industry Alliances
342 Lagoon Road
Santa Barbara, CA 93106-2055
Telephone: (805) 893-2367
E-mail: nakano@tia.ucsb.edu

14.0 Independent Capacity

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

University of California, Santa Barbara (UCSB)

Page 7

SIGNATURE PAGE

This Agreement may be executed through original signature or digital signature. Execution in original signature may be provided in counterparts, with each Party signing a copy of this Signature Page, each of which is an original and all of which taken together form one completely executed document. Original signature that are transmitted via facsimile or email (e.g. PDF or similar file types) are valid. Digital signature is the preferred signature format. Any digital signature will be completed through a CDFW-initiated DocuSign process, with all signature completed within a single envelope. In signing, the signatories attest they are each duly authorized to execute this agreement.

DocuSigned by:



40BCCB3DEE9340B...

DATE: 8/24/2022

Chad Dibble, Deputy Director
Wildlife and Fisheries Division
California Department of Fish and Wildlife
P O Box 944209
Sacramento, CA 94244-2090

DocuSigned by:



0BC1DF6A5A794DA...

DATE: 8/22/2022

Stephen Adams, Chief Information Officer
Data and Technology Division
California Department of Fish and Wildlife
P.O. Box 944209
Sacramento, California 94244-2090

DocuSigned by:



4F5EE9DA1560433...

DATE: 8/22/2022

Jenna Nakano, MTA/NDA Officer
UCSB Office of Technology & Industry Alliances
342 Lagoon Road
Santa Barbara, CA 93106-2055

Read and Acknowledged:

DocuSigned by:



B19380968634AF...

DATE: 8/22/2022

Authorized Data Recipient
Christopher Free
University of California, Santa Barbara
1623 Garden Street, Apt 7
Santa Barbara, CA 93101

Attachment A

Project Description

The requested data would be used by an NCEAS SNAPP Working Group that has been tasked by CDFW and OPC to lead the Decadal Review of California's MPA Network. One of our objectives is to examine the socioeconomic impacts of California's MPA network on fishing communities statewide. The data would be used to examine changes in fisher behavior before and after the implementation of the MPA network and to examine the contribution of areas adjacent to MPAs to fisheries landings and profits. We would also be examining the equity of MPA impacts so would be looking at whether the benefits or burdens of MPAs are equally distributed among different subsets of the fleet, defined by port, permit type, gear type, etc. The results of the analysis would get presented in a scientific paper and would always get presented in summaries consistent with the rule of three.

Time Line

This project will conclude on December 31, 2023.

Attachment B**COMMERCIAL FISHING DATA
FILE LAYOUT
CDFW & UCSB**

General Description	Commercial landings and revenues data, vessel registration and permit data, logbook data, and federal gillnet vessel observer data (NMFS shared data) in California 2000 – 2020. State gillnet vessel onboard observer data (CDFW data) 1983-1989
1. Observation Requested	i. Marine Landings Data System (MLDS) landings records 2000 – 2020 ii. Marine Logs System (MLS) logbook records 2000 – 2020 iii. Automated License Data System (ALDS) vessel permit records 2000-2020 iv. State gillnet onboard observation data 1983 - 1989 v. Federal gillnet onboard vessel observer data, 2000 2020
2. Delivery Timeline Request	As soon as possible
Process:	Various
File Name:	To be determined
Format:	To be determined
Data Field Provided	i. Marine Landings Data System (MLDS) data Landing Receipt Data Extract: Landing Date Serial Number Fish License Number (CFL) Vessel ID State Permit ID Groundfish Permit ID Port ID Port Name Block ID Fish Business ID Species ID Species Name Pounds Unit Price Total Value Primary Gear ID Primary Gear Name Gear ID Gear Name Condition ID Condition Name Use ID Use Name

ii. Marine Logs System (MLS) data

Lobster Log:

LogDateString
SerialNumber
VesselID
VesselName
FisherLicenseID
FisherLastName
FisherFirstInitial
Block
Depth
LegalsRetained
ShortsReleased
TrapsPulled
MultiDayReceived
NumTrapsDeployed
LandingReceipt
CrewMemberID
TrapLocation
LatitudeDec
LongitudeDec
NightsInWater

Dive Log:

LogGroupMonth
LogGroupYear
LogSerialNum
Vessel
PermiteelID
PermitteeName
LogDateString
DiveNumber
CDFWBlock
Position
LatitudeDec
LongitudeDec
Landmark
MniDepthFeet
MaxDepthFeet
DiverHours
PortCode
DealerName
Remarks
DiveSpeciesPounds
LandingReceiptNumber

CPFV Log:

LogMonth
LogDay
LogYear

LogDate
LogDateFlag
DateReceived
DateReceivedFlag
NoActivityMonth
SerialNumber
SerialNumberFlag
VesselID
VesselIDFlag
VesselName
PortCode
PortCodeFlag
TargetSpeciesLingcod
TargetSpeciesOther
TargetSpeciesRockfishes
TargetSpeciesSalmon
TargetSpeciesSharks
TargetSpeciesStripedBass
TargetSpeciesSturgeon
TargetSpeciesTuna
TargetSpeciesPotluck
TargetSpeciesMiscCoastal
TargetSpeciesMiscOffshore
TargetSpeciesMiscBay
DateSubmitted
FishingMethodTrolling
FishingMethodMooching
FishingMethodAnchored
FishingMethodDrifting
FishingMethodDiving
FishingMethodLightTackle
FishingMethodOther
BaitUsedAnchoviesLive
BaitUsedAnchoviesDead
BaitUsedSardinesLive
BaitUsedSardinesDead
BaitUsedSquidLive
BaitUsedSquidDead
BaitUsedOtherLive
BaitUsedOtherDead
TripType
TripTypeFlag
NonPaying
BirdInteraction
BirdInteractionFlag
DescendingDevice
DescendingDeviceFlag
Block
BlockFlag

DepartureTime
DepartureTimeFlag
ReturnTime
ReturnTimeFlag
HoursMinutesFished
HoursFished
HrsMinutesFishedFlag
NumberOfFishers
NumberOfFishersFlag
Depth
Temerature
TemeratureFlag
SpeciesCode
SpeciesFlag
Species
NumberKept
NumberKeptFlag
NumberReleased
NumberReleasedFlag
NumberLostToSeaLions
NumberLostToSeaLionsFlag
NumberOfCrewFished
OperatorName
NumberOfFishCaughtByCrew

Trawl Log:

Serial Number
VesselID
FederalDocNumber
VesselName
CrewSize
DepartureDate
DepartureTime
ReturnDateString
ReturnTime
DeparturePortCode
ReturnPortCode
TowMonth
TowDay
TowYear
TowNumber
TowHours
SetTime
SetLatitude
SetLongitude
UpTime
UpLatitude
UpLongitude
AverageDepth

NetType
 TargetStrateg
 Pounds
 ConvertedPounds
 SpeciesCode
 PacFINSpeciesCode
 Revenue
 Region
 Block
 IsEFPTrip
 IsObservedTrip
 LandingReceipt
 LandingDate
 Comments

Gillnet Log:

Current_Name
 BoatNo
 Vessel_Num
 Permit
 Fishing_Date
 Tarspc
 Drift_Set
 FG_Blocks
 Depths
 Net_Length
 Mesh_Size
 Bouy_Line_Depth
 Hours_Net_Soaked
 Common_Name
 Status
 NoCatch
 Weights
 Predator

iii. Automated License Data System (ALDS) data

Commercial Fish Business License data:

FishBusinessID
 FBUSLic
 IssueYear
 DBA
 County
 StreetZip
 PlantStreetZip
 RegIssuedate
 RegIssueOffice
 CFLIssueOffice
 PlantNumber
 OutofBusinessDate

Commercial Fishing Permit/License data:

StreetZip

County
FishLicense
CFLIssueDate
PermitName
PermitIssueDate
PermitIssueOffice
CFLYear
CFLIssueOffice

Commercial Vessel Registration and Permit data:

Vessel Name
Vessel ID
Registration Issue Date
Registration Issue Office
License Status
Effective Date
CF/DOC
Year Registered
Home Port
Tonnage
Horsepower
Beam
Length
Passengers
Year Built
Vessel Permit
Permit Issue Date
Permit Issue Office

iv. State gillnet observer data

GNS8389 Table:

Date
FGNo
SetNo
Complete
OType
DPort
LPort
TSpec
Lat
Long
DFS
Area
NOrient
Environ
BDepth
PTime
SetDur
NType
NMat
NLen

NDepth
MSize1
MSize2
HLength
HRatio
SLength
ELength
Sampler
C Link
M Link

GNM8389 Table:

Date
FGNo
SetNo
Species
Length
AltLen
Sex
Mat
Disp
C Link
S Link

GNC8389 Table:

Date
FGNo
SetNo
Species
TCat
DDead
DLive
NoDam
NoKept
NoKepSL
NoSold
M file link
S file link

Species Codes 2009 Table:

EXSP
Common Name
Scientific Name
EXSP text
PACFIN code

v. Federal NMFS' gillnet onboard vessel observer data

Obs_SetNet_Catch Table:

Observer_Trip_Number
Set_Number
Catch_Species_Code

Species_Common_Name
 Total_Catch_Count
 Total_Kept_Count
 Returned_Alive_Count
 Returned_Dead_Count
 Returned_Unknown_Count
 Was_Damaged_By_Marine_Mammals
 Damage_By_Marine_Mammals_Count
 Damage_Total_Count
 Condition_Code
 Condition_Description
 Sex
 Was_Tag_Present

Obs_SetNet_MeasurementTable:

Observer_Trip_Number
 Set_Number
 Catch_Species_Code
 Species_Common_Name
 Disposition
 Condition
 Measurement
 Measurement_Units

Obs_SetNet_Tripset Table:

Yr (year)
 Observer_Trip_Number
 Departure_Port_Name
 Return_Port_Name
 Haul_Date
 Set_Number
 Soak_Time_Hrs
 Percent_Observed
 Primary_Target_Species_Code
 Primary_Targe_Species_Name
 Secondary_Target_Species_Code
 Secondary_Targe_Species_Name
 Begin_Haul_Date_Time
 Begin_Haul_Position_Code
 Begin_Haul_Latitude
 Begin_Haul_Longitude
 Begin Haul Depth
 Set_Net_Percent_Described
 Set_Net_Hanging_Length_Inches
 Set_Net_Suspender_Length_Inches
 Set_Net_Extender_Length_Feet
 Set_Net_Percent_Slack
 Set_Net_Number_Of_Meshes_Hanging
 Set_Net_Material_Strength_Lbs
 Set_Net_Mesh_Panel_Length_Fathoms
 Set_Net_Net_Depth_In_Mesh_Number
 Set_Net_Net_Hanging_Line_Mat_Code

	Set_Net_Net_Material_Code
	Set_Net_Net_Mat_Strength_Unit_Code
	Float_Net_Percent_Described
	Float_Net_Hanging_Length_Inches
	Float_Net_Extender_Lenth_Feet
	Float_Net_Percent_Slack
	Float_Net_Number_Of_Meshes_Hanging
	Float_Net_Material_Strength_Lbs
	Float_Net_Mesh_Panel_Length_Fathoms
	Float_Net_Net_Depth_In_Mesh_Number
	Float_Net_Net_Hanging_Line_Mat_Code
	Float_Net_Net_Material_Code
	Float_Net_Net_Mat_Strength_Unit_Code

Per Federal Information Processing Standards Publication 199, these data have the FIPS Classification = {(confidentiality, high), (integrity, moderate), (availability, low)}.