

Washington Department of Fish and Wildlife

Mailing Address: PO Box 43200 • Olympia, WA 98504-3200 **Main Office:** 1111 Washington Street SE • Olympia, WA 98501



Fish and Wildlife Information Release Agreement

This Information Release Agreement (Agreement) is made and entered into by and between the WASHINGTON DEPARTMENT OF FISH AND WILDLIFE, hereinafter referred to as "WDFW," and NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION, hereinafter referred to as "NOAA."

Careful and reasonable use and distribution of sensitive information will meet your needs while protecting Washington State's most vulnerable fish and wildlife resources. Informed resource decisions often require information about specific fish, wildlife, and habitat locations. WDFW strives to provide this information while meeting our responsibility to protect fish and wildlife from inadvertent or malicious harm. The signing of this Agreement indicates that the data recipient (NOAA) recognizes the appropriate guidelines for securing and disseminating Confidential or Sensitive Fish and Wildlife Information.

The Parties to this agreement declare that they have the authority to enter into this information release agreement:

For WDFW: Matt Oram, Chief Information Officer

For NOAA: Isaac Kaplan, Research Fishery Biologist

Authorized User of Information

NOAA staff

Agreement Purpose

The purpose of this agreement is to provide Washington Coastal Pelagic Species fishery logbook data for the Pacific Sardine purse seine fishery to include: Vessel name, dates (departure, return, set), set time, set latitude and longitude, retained catch weight by species.

General Requirements

1. Washington State law exempts certain types of information from public inspection and copying, including sensitive fish and wildlife data and license holder information (RCW 42.56.430).
2. NOAA shall meet or exceed industry best practices for physical security, data security, data disposal, network security, and access controls, both technically and procedurally, to protect WDFW data from unauthorized physical and electronic access and to ensure the confidentiality, availability and integrity of all data shared. The information being shared contains Washington State category 3 data – confidential information. Category 3 data requires secure delivery and access of data. WDFW shall transmit this data to NOAA using a Secure File Transfer Protocol (SFTP) service with login and hardened password security. WDFW shall create an account for NOAA if an account does not already exist.
3. NOAA acknowledges the legal obligation set out in RCW 19.255.010 and RCW 42.56.590 to provide notification of security breaches that may have released personal information of Washington

State residents. NOAA agrees that in the event of any breach or compromise of the security, confidentiality, or integrity of computerized data where personal information contained in the System was, or is reasonably believed to have been, acquired and/or accessed by an unauthorized person, NOAA will follow the U.S. Department of Commerce (DOC) Privacy Act, Personally Identifiable (PII) and Business Identifiable (BII) Breach Notification Plan when notifying WDFW of any unauthorized access and handling notification actions. NOAA will prepare the notifications, press releases, or related public materials associated with any unauthorized access. .

4. WDFW is the exclusive owner of the data subject to this agreement. NOAA will in all respects treat it as the proprietary information of WDFW in accordance with all procedures reasonably necessary to protect WDFW's proprietary rights therein, consistent with the legal authorities available to NOAA. NOAA will handle sensitive information and maintain the confidentiality of the information consistent with legal authorities available to NOAA, including but not limited to the Privacy Act (5 U.S.C. § 552a) and the Trade Secrets Act (18 U.S.C. § 1905). In the event that NOAA receives a formal request for the information pursuant to the Freedom of Information Act (FOIA) (5 U.S.C. § 552) or any other applicable law, NOAA will follow the notice provisions in 15 C.F.R. 4.9. For purposes of 15 CFR 4.9, WDFW is the submitter of the Confidential Data..

5. NOAA understands that all records used or created in the course of state business, including this agreement, may be subject to the Public Records Act. RCW 42.56.010

6. Either party may terminate this agreement at any time with or without cause. Upon termination, access to subject information will be revoked and data recipient agrees to return all Fish and Wildlife Information, including any related WDFW hardware, appliances, or applications.

Term of Agreement

NOAA and WDFW agree that this agreement will be enforceable for the following period:

Date Range or Term: Date of final signature through December 31, 2021

Authorized Representatives

NOAA Authorized Representative: Isaac Kaplan, Research Fishery Biologist, (206) 384-2043, Isaac.Kaplan@noaa.gov

WDFW Authorized Representative: Lorna Wargo, Coastal Marine Fish Science Manager, (360) 581-5611, Lorna.Wargo@dfw.wa.gov

Description of Information

Washington Coastal Pelagic Species fishery logbook data for the Pacific Sardine purse seine fishery to include: Vessel name, dates (departure, return, set), set time, set latitude and longitude, retained catch weight by species.

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

STATE OF WASHINGTON
DEPARTMENT OF FISH AND WILDLIFE

NATIONAL OCEANIC AND ATMOSPHERIC
ADMINISTRATION

DocuSigned by:

DocuSigned by:

Matthew Gram

Isaac Kaplan

Signature

Signature

CIO

2/8/2021

Title

Date _____

Research Fishery Biologist

2/5/2021

Title

Date _____