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| FS Agreement No. | 18-MU-11261979-005 |

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| Cooperator Agreement No. |  |

**MEMORANDUM OF UNDERSTANDING**

**Between**

**WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES, UNIVERSITY OF MONTANA**

**And The**

**USDA, FOREST SERVICE**

**Pacific Northwest Research Station**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and betweenWashington State Department of Natural Resources, Office of Finance Budget and Economics (WA-DNR) and University of Montana, Bureau of Business and Economic Research (UM-BBER), hereinafter referred to as “Cooperator,” and the United States Department of Agriculture (USDA), Forest Service, Pacific Northwest Research Station, , hereinafter referred to as the “U.S. Forest Service.”

Background: The USDA Forest Service’s Forest Inventory and Analysis (FIA) program collects renewable forest resources information across the United States and maintains these data in geospatial databases. In 2000, the Department of the Interior and Related Agencies Appropriations Act (H.R. 3423) amended the Food Security Act of 1985 (H.R. 2100) to include the FIA program in a list of activities that may not make data available to the public if the owner of the land on which the data were collected can be identified. Penalties for violating the law can include fines up to $10,000 and/or a year in jail. In recognition of the fact that two-thirds of the forest land in the United States is privately owned and of the importance of private landowner participation in the FIA program, FIA was placed under the same privacy protection provisions as other critical agricultural inventory, monitoring, and census programs operated by the National Agricultural Statistical Service (NASS).

FIA conducts Timber Products Output (TPO) studies to estimate industrial and non-industrial uses of roundwood in a state to provide comprehensive assessment of the past trends, current status, and future potential of the state’s forests. To estimate industrial uses of roundwood, all primary wood product firms and facilities in a state are canvassed by FIA and its agents (e.g., state agencies and university cooperators). The OMB-approved questionnaires used by FIA are designed to determine: location, size and types of facilities in a state, and the volume of roundwood received by product, species, ownership class and geographic origin. FIA also determines the volume, type and disposition of wood residues generated during primary processing. TPO studies report size and composition of primary wood using industries, use of roundwood by product, by species, by owner and by geographic location. The information is provided by mills on a voluntary basis and to help ensure the continued cooperation of facility owners, the responses of individual owners are kept confidential. The TPO data collected and maintained by the FIA program and its agents (e.g., UM-BBER) include private information about timber-processing facilities and firms that is protected under the Food Security Act. A privacy policy was adopted by the Forest Service (Forest Service Handbook Directive 4809.11-2008-1) regarding the FIA program with the goal of protecting the privacy of those from whom data are collected.

Title: Timber Product Output (TPO) Data Sharing

1. **PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to establish the conditions under which the Cooperator (WA-DNR) will release facility and firm-level data for the State of Washington gathered by the Cooperator for Washington State mill survey reports to U.S. Forest Service and it’s agents at UM-BBER for Timber Product Output (TPO) database population and reporting. This agreement is not intended to limit the ability of persons associated with the Cooperator to publish the results of research insofar as such publication does not reveal information specific to an individual, corporate or tribal facility or firm in accordance with the following provisions.
2. **STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

The Forest Service’s and Cooperators’ mutual benefit and interest are to update and maintain a comprehensive TPO database on the primary forest products industry in the Pacific West for use in analyzing timber consumption patterns with ownership, species, size classes, and geographic areas for the purpose of evaluating current and future trends in inventory structure and its impact on the resource and on management programs and policies. The Cooperator and Forest Service likewise have a mutual interest in developing research products from TPO data that U.S. Forest Service is required to produce regarding wood product facility outputs and operations.

The BBER at the University of Montana is the FIA agent (contractor) selected to gather the mill data for all western states except Washington using surveys sent to mill operators every 4 years. With the increased emphasis on TPO from FIA data users and the USFS FIA leadership, there is a need and desire to allow FIA and its partner BBER to access the mill-level information collected by the WA-DNR in order to develop Washington TPO data more quickly and produce new and more useful information products for state, regional and national audiences. The U.S. Forest Service has the opportunity to expand the local, regional and national use and usefulness of Washington mill data through a series of research projects using TPO data with the UM-BBER and WA-DNR. The mill level data collected by the Cooperator on behalf of FIA and shared with (processed by) BBER will fall under the legal protections provided all FIA and TPO data. Working with State forestry programs is a priority for Station leadership. The project involves the State of Washington.

The Cooperator’s (WA-DNR) interest in this agreement is based on the DNR’s expressed interest in quantitatively understanding timber harvest and forest industry activity in Washington State. The Cooperator benefits from the sharing of the mill (TPO) data for the State of Washington by gaining additional analytical capability and regional perspectives from fellow cooperator UM-BBER and the Forest Service. The data for Washington are used for biannual reporting on the condition and changes in Washington’s timber harvest and wood products industry, and for forecasting timber demand from WA-DNR lands. Potential expanded uses for the Washington TPO data include coordinated multi-state regional analyses of timber flow, milling capacity, log exports, and industry activity.

The Cooperator’s (UM-BBER) interest in this agreement is based on the University’s expressed interest in conducting primary wood products industry research in the Pacific West. As such, the Cooperator’s interest in this agreement is to cooperate with the Forest Service and WA-DNR in the conduct of round wood consumption studies; and the Cooperator will benefit by having information on the harvest of round wood for all Pacific West States to facilitate interstate movement and consumption patterns research, and by acquiring a database for use in developing future resource assessments and management plans.

Data will be stored and analyzed in UM-BBER’s Forest Industry Data Collection System (FIDACS) along with similar mill data from other western states, including Alaska, Arizona, California, Colorado, Idaho, Montana, New Mexico, Oregon, Utah, and Wyoming. Publications or other products containing Washington mill information will be reviewed by the Cooperators (WA-DNR and BBER) and the U.S. Forest Service to ensure that no protected information is intentionally or unintentionally released.

U.S. Forest Service scientist Glenn Christensen will be the FIA cooperating scientist for this agreement.

In consideration of the above premises, the parties agree as follows:

1. **Cooperator SHALL:**

**Washington Department of Natural Resources**

1. Provide UM BBER with 2016 and subsequent years timber harvest and mill survey data (e.g., individual firm or facility information on annual timber volume received, production and residue volumes, sales values, employment levels, installed equipment, processing capacities or capabilities, etc.) for inclusion in UM-BBER’s FIDACS and the national TPO database.
2. Provide assistance in understanding, using, and interpreting the data provided.
3. Cooperate with UM-BBER and PNW-FIA to produce information products on the state and region’s timber harvest and wood products industry.
4. Provide reviews of the information products developed by BBER to ensure no protected private TPO information is released in reports, manuscripts, posters, web sites, or other media.
5. Allow U.S. Forest Service and BBER to use the final product/results in other applications and locations.

**University of Montana**

1. Have access to the individual mill survey data and county level timber harvest data collected by WA-DNR.
2. Use the timber harvest and mill survey data provided by WA-DNR in UM-BBER’s FIDACS and the national TPO database for state, regional, and national level reporting of TPO and forest industry information.
3. Cooperate with WA-DNR and PNW-FIA to produce information products on the state and region’s timber harvest and wood products industry.
4. Provide assistance in understanding, using, and interpreting the information developed.
5. Protect private TPO information, ensuring protected information is not released in reports, manuscripts, posters, web sites, or other media.
6. Not use protected private TPO information for purposes other than those listed in this agreement.
7. Ensure that all employees and/or sub-agents who will have access to this TPO information comply with the laws and regulations listed in the agreement regarding confidentiality and other restrictions limiting the use of FIA datasets to the purpose(s) stated in this MOU.
8. Give the Cooperator (WA-DNR) credit as the source of the provided mill study/TPO data used wherever appropriate, including all publications, reports, presentations, databases, and tools which may arise from this research.
9. **THE U.S. FOREST SERVICE SHALL:**
10. Inform Bureau of Business and Economic Research at University of Montana they have permission to access raw data collected by the Cooperator (WA-DNR).

B. Provide assistance in understanding, using, and interpreting the data provided.

C. Provide reviews of the information products developed by BBER to ensure no protected private TPO information is released in reports, manuscripts, posters, web sites, or other media.

D. Not disclose protected private TPO information (e.g., individual firm or facility information on annual timber receipts, production or residue volumes, sales values, employment levels, installed equipment, processing capacities or capabilities, etc.) to any other party, including requests under the Freedom of Information Act, to the extent that such information is exempt by statute from disclosure under the provisions of the Freedom of Information Act (5 U.S.C. 552(b)(3)). The statute that specifically proscribes release of FIA data is the Food Security Act of 1985 as amended (7 U.S.C. 2276(d)). Any requests by third parties for the protected private TPO information will be referred to the appropriate FIA Program Manager.

1. Ensure that all employees and/or sub-agents who will have access to this TPO information comply with the laws and regulations listed in the agreement regarding confidentiality and other restrictions limiting the use of FIA datasets to the purpose(s) stated in this MOU.
2. Not use protected private TPO information for purposes other than those listed in this agreement.
3. Not visit timber-processing facilities associated with the mill study without their prior consent.
4. Not use the provided mill study data for regulatory actions against the timber-processing firms or facilities.
5. Let the Cooperator review any products, including but not limited to; study plans, reports, maps, databases, presentations and published works resulting from the use of the provided mill study information.
6. Give the Cooperator credit as the source of the provided mill study/TPO data used wherever appropriate, including all publications, reports, presentations, databases, and tools which may arise from this research.
7. Allow the Cooperator to use the final product/results in other applications and locations.
8. **IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**
9. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts:**

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| **Cooperator Program Contact** | **Additional Cooperator Contact** |
| Brule Burkhart  Deputy Supervisor for Administration  Washington Department of Natural Resources  1111 Washington St. SE  Olympia, WA, 98504  360-902-1000  Brule.Burkhart@dnr.wa.gov | Dorian Smith  Economic Analyst  Office of Budget and Economics  Washington Department of Natural Resources  1111 Washington St. SE  Olympia, WA, 98504-7000  360-902-1026  Dorian.Smith@dnr.wa.gov |
| Todd A. Morgan, Director,  Forest Industry Research  Bureau of Business and Economic Research  University of Montana  Missoula, MT 59812  (P) 406-243-6716  todd.morgan@business.umt.edu | Terri Coslet  Office of Research & Sponsored Programs  University Hall 116, University of Montana, Missoula, MT 59812- (P) 406-243-4777  (F) 406-243-5739  terri.coslet@umontana.edu |

**Principal U.S. Forest Service Contacts:**

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| **U.S. Forest Service Program Manager Contact** | **U.S. Forest Service Administrative Contact** |
| Gretchen Nicholas  Portland Forestry Sciences Lab  620 SW Main, Suite 400,  Portland, OR 97208-3890  (P) 503-808-2034  (F) 503-808-2210  gnicholas@fs.fed.us | Daniel Beshears  Portland Forestry Sciences Lab  620 SW Main Street  Portland, OR 97205  (P) 503-808-3228  (F) 503-808-2020  dbeshears@fs.fed.us |
| Glenn Christensen  620 SW Main St. Suite 400  Portland, OR 97205  503-808-2064  503-808-2020  gchristensen@fs.fed.us |  |

1. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES.This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement Cooperator acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the USDA has considered suspension or debarment is not necessary to protect the interests of the Government. If Cooperator fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds Cooperator has expended in violation of sections 433 and 434.
2. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Cooperator is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To Cooperator, at Cooperator’s address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

1. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
2. ENDORSEMENT. Any of Cooperator’s contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of Cooperator's products or activities.
3. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies’ statutory and regulatory authority.

1. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Cooperator to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service’s Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
2. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
3. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
4. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

L. TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO) The U.S. Forest Service recognizes and honors the applicability of the Tribal laws and ordinances developed under the authority of the Indian Self-Determination and Educational Assistance Act of 1975 (PL 93-638).

1. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. Cooperator is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"Pacific Northwest Research Station of the U.S. Forest Service, Department of Agriculture, ."

Cooperator may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. Cooperator is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

1. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Cooperator shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
2. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Cooperator shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

***In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)***

**To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.**

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

***"This institution is an equal opportunity provider."***

1. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
2. DEBARMENT AND SUSPENSION. Cooperator shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Cooperator or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
3. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
4. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through May 15, 2022 at which time it will expire.
5. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.

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| JUDY FREDENBERG  Assistant Vice President for Research  and Federal Relations, University of Montana | Date |

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| BRULE BURKHART  Deputy Supervisor for Administration  Washington Department of Natural Resources | Date |
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| PAUL ANDERSON  Acting Station Director  U.S. Forest Service, PNW Research Station | Date |

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| The authority and format of this agreement have been reviewed and approved for signature. | |
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| U.S. Forest Service Grants Management Specialist | Date |

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual’s income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA’s TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.