

<b>Title: Data Release</b>	<b>Effective Date:</b>
<b>SOP #: FRAM-OBS-03</b>	<b>Version #: 1</b>
<b>Prepared by: Janell Majewski</b> <b>Revised by:</b>	<b>Approved by:</b> <b>Date:</b>
<b>Supersedes:</b>	<b>Approved by:</b> <b>Date:</b>

## 1 Purpose

To outline the procedures for handling data release for the West Coast Groundfish Observer Program (WCGOP) data.

## 2 Scope

The procedures outlined are applicable to the release of WCGOP data. All program personnel who participate in the release of WCGOP data are responsible for adhering to the procedures delineated in this document.

## 3 References

## 4 Background

The West Coast Groundfish Observer Program collects fisheries information that is occasionally required by government and non-governmental agencies.

## 5 Definitions

**WCGOP** – West Coast Groundfish Observer Program

**Permit owners** – People who own federal or state licenses enabling them to fish commercially.

**Exempted Fishing Permits (EFP)** – Permits that allow fishing activities that would otherwise be prohibited. Proposals for EFP programs are usually submitted by the states (CA, OR or WA) and must pass a vote by the Pacific Fisheries Management Council (PFMC).

**Rule of Three** – The rule used to determine the specificity of the data to be released. It requires at least three data points in a given area, port, and/or time period. It is used to prevent vessel specific information from being released.

## 6 Frequency

External data releases vary greatly in frequency. External data releases can be one-time or reoccurring. The WCGOP must have procedures in place to deal with release that occur multiple times as well as those that occur only once.



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## 7 General

- Standard Operating Procedures define the policies, methods, and procedures used by the agency to ensure and document compliance to current data quality standards.
- Standard Operating Procedures (SOP's) define the specific systems, policies, or methods. SOPs instruct the user(s) in the procedures necessary to perform a discrete activity or task.
- The Document Control Program is a formalized system which governs the creation, revision, review, approval, distribution and control of SOPs, and specifications. Team leads, or their designated agents, are responsible for oversight and maintenance of the Document Control Program.
- SOP's and specifications are proprietary documents and may be confidential. All SOP's are controlled and access is limited and tracked when outsiders have access. The Team Lead or their designated agent approves all reproductions of SOP's outside of use by the Fisheries Resource Assessment and Monitoring Division within the Northwest Fisheries Science Center. Team Leads or their designated agents are responsible for keeping the Master copies, allowing access, and tracking SOP's when they have be given to an outside agent. Any copy of an SOP given out without requiring return, should be labeled as such.

## 8 Procedure

- 1) Requestor contacts the WCGOP data request contact via phone, email, or other.
- 2) WCGOP Data Request Form is completed. See Attachment A for WCGOP Data Request Form.
  - a) Form can be completed by data request contact during conversation with requestor.
  - b) Form can be sent to requestor for completion.
- 3) WCGOP Data Request Form is sent to Team Lead for approval/denial.



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- a) Approval/denial is based upon requested data, staffing constraints, and other factors.
  - i) If a request is denied: Data release contact sends a denial letter to requestor.
  
- 4) A hardcopy of the completed WCGOP Data Release Form and the denial are maintained in the Data Release binder.
  - a) An electronic copy of the WCGOP Data Release form and denial letter are maintained in the FRAM/Observer/Data Release folder on MLKAPP.
  
- 5) If request is accepted, data release contact continues with process.
  
- 6) Data request contact informs database manager of request.
  - a) Database manager and data request contact discuss request and determine the appropriate data fields/aggregation of release.
  
- 7) Database manager queries and reviews data.
  - a) Database manager determines if vessel identifiers are to be released with data
  - b) The Database Manager aggregates data. The aggregation level is dependent upon the data request.
    - i) Database manager determines aggregate level and if request meets “rule of three”.
    - ii) Data may be delivered raw (no catch weight expansions and no proportioning of landed weights by catch weights).
    - iii) The Database Manager may expand species composition weights to total catch weights.



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- 8) Additional data processing is offered only to internal NMFS scientists as resources permit. Other data requesters will be provided with fish ticket numbers (as appropriate) in order for them to be able to perform their own analysis.
- 9) Database manager sends the query to the data release contact.
- 10) Data release contact send requestor additional forms to complete.
  - a) Non-Disclosure Agreement – Requestors outside of state and federal agencies must complete. See Attachment B for Non-Disclosure Agreement.
  - b) Agreement of Access – All requestors must complete. See Attachment C for Agreement of Access.
- 11) Database manager sends results to data release contact.
- 12) Data release contact completes a data summary document, if necessary.
  - a) Depending on the request, an explanation of data may be required.
  - b) The summary of data is completed by data release contact and reviewed by the Team Lead.
    - (1) Data summaries are written on an individual request basis.
- 13) Once proper paperwork is acquired, data request contact releases data to requester with data summary, if required.
- 14) Requestor must submit a copy of draft analysis/report to the WCGOP for review.
  - a) Team Lead and data release contact review report for any errors or issues.
  - b) Data release contact communicates with requestor until issues resolved.
- 15) Data request is maintained:



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- a) A hardcopy of WCGOP Data Request form, data summary, Non-Disclosure Agreement, and Agreement of Access forms in Data Request binder.
- b) An electronic copy of WCGOP Data Request form, data summary, query results, and other forms and the final report generated by requestor in FRAM/Observer/Data Release folder on MLKAPP.



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**1 Attachments**

**Attachment A. WCGOP Data Request Form**

Release # \_\_\_\_\_  
 Completed by WCGOP Staff

**West Coast Groundfish Observer Program  
 Data Release Form\***

Requester Name:

Affiliation:

Date of Request:

Street Address:

City: State: Zip:

Email Address:

Office Phone:

Office Fax:

Is this a one-time or on-going data release? (Circle one)

One-time      On-going

Data being requested (include specific areas, date range, data fields, programs, etc.)

Purpose of request and use of the data:

Prior to release of data, requester acknowledges that the WCGOP will be given a draft document to review. The requester will cite the source of this data if being used in a publication as “West Coast Groundfish Observer Program, NOAA Fisheries 2725 Montlake Blvd. East Seattle, WA 98112”.



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Signature

Date

\*For questions, contact Janell Majewski at 206-860-3293







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## Attachment C. Agreement of Access

### AGREEMENT OF ACCESS

#### I. Purpose

The purpose of this agreement is to outline the understanding between the National Marine Fisheries Service (NMFS/USDC) and \_\_\_\_\_ regarding the access to, subsequent storage, and usage of detailed confidential statistics on fishery landings provided to the Secretary of Commerce under the authority of the Fish and Wildlife Act of 1956, the Federal Reports Act of 1943 and the Fisheries Conservation and Management Act of 1976.

#### II. References and Authorities

Fish and Wildlife Act of 1956, 16 U.S.C. 742 et seq; Fishery Conservation and Management Act of 1976, 16 U.S.C. 1801 et seq; and Federal Reports Act of 1943, 44 U.S.C. 3501 et seq.

#### III. Definitions

The terms in this agreement except where specifically defined below have the meanings that are prescribed in 50 CFR 601.2.

- A. The term "detailed statistics" refers solely to the use of raw unaggregated data submitted in confidence in response to Federal requirements and/or requests.
- B. The term "landings data" refers to those statistics related to the catch, landings, and value of commercial fishery products collected through the use of "weighout" slips by agents of the National Marine Fisheries service or the term "port sampling data" refers to those statistics related to the catch, fishing effort, etc., of commercial fishermen collected by means of personal interviews by agents of the National Marine Fisheries Service.

#### IV. Responsibilities of the Parties

- A. Contractor



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1. Disclosure of the data made available under this agreement to anyone other than a duly authorized NOAA/NMFS or \_\_\_\_\_ employee is forbidden unless specifically provided for herein. A list of \_\_\_\_\_ employees and agents authorized to receive the data is included in this agreement. Any additions or deletions must be approved by the \_\_\_\_\_ of the National Marine Fisheries Service.

For the purpose of access to, storage, and disclosure of the subject data, agents and employees of the contractor shall be considered as agents of the Federal Government and shall be subject to the provisions of Section 1905 and 201-209 of Title 18 of the United States Code (commonly referred to as the Trade Secrets Laws and Conflict of Interest Laws respectively).

2. Contractor safeguards of data include:
  - a. Signed, witnessed, and approved certificates from each employee and prospective agent of the contractor as to their awareness of the provisions of 18 U.S.C. 1905 and of sections 201-209 for misuse of raw data of a confidential nature.
  - b. Each approved certificate will be appended to, and made a part of the agreement. Each certificate shall continue in force for the duration of the individual employee or agents relationship with the contractor; and for one year thereafter; upon termination of the employee or agent any contractor access control codes will be changed immediately through an amendment to this agreement.
  - c. All print-outs and data files of raw unaggregated data will be kept under lock and key by the contractor and by the principal agent(s) (Principal Investigators) of the contractors.
  - d. Contractor employees and agents will be required to sign out for required print-outs and data files, and, upon the return of the print-outs or data files, to sign again. Logbooks will be maintained under lock and key by \_\_\_\_\_ (i.e., the senior contract employees or by the principal agents (Principal Investigators)).
  - e. All print-outs and other documents containing confidential data, when surplus to the needs of the contractor employees or agents, will be returned to NMFS.
3. Identification of individual or organizations who will have access to data under this agreement: \_\_\_\_\_
4. The contractor hereby holds NMFS, NOAA, DOC and the United States harmless for any civil suit that may arise from the misuse by the contractor of the subject data.



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5. The contractor agrees to notify NMFS of the filing of or notice of the probability of a civil suit that may arise from the misuse by the contractor involving the subject data.
6. The contractor agrees to notify the \_\_\_\_\_ on termination of access need on the part of any contractor employee and agent.

**B. Federal**

The \_\_\_\_\_ shall provide to the contractor on request:

A current identification of Federally-collected, fishery-related data as specified in the agreement.

**V. General Understanding**

It is understood between the parties to this agreement that the contractor may let subcontracts to private and public organizations for the access, collation, analysis, and/or storage of the subject data; and that such contracts shall include a provision incorporating all of the safeguards, certificates, prohibitions, and limitations of this agreement. The contracts will include at a minimum:

- A. an identification of those people who would have access to the data;
- B. incorporation of the access safeguards found in section IV(A)(2); and
- C. provision for the execution of employees certificates as required by this agreement.

**VI. Safeguards**

\_\_\_\_\_ on the behalf of itself, its employees, contractors, and agents specifically agrees:

- A. To establish and maintain procedures for preserving the confidentiality of the data made accessible to it under this agreement.
- B. To provide the \_\_\_\_\_ the National Marine Fisheries Service with a description of the procedures specified in paragraph VI(A) of this section so that their effectiveness may be determined and evaluated, and to make any changes in such procedures as may be requested by the \_\_\_\_\_.



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- C. Not to disclose any data in a manner that is inconsistent with this agreement. \_\_\_\_\_ shall provide to the a copy for review of any material developed from this study before its release to the public, in order to verify that such material is not in conflict with the confidentiality standards.

## VII. Review and Amendments

- A. This agreement will be reviewed periodically, but not less than annually. It may be subject to reconsideration at such other times as may be required or requested and as agreed to by the parties entering into the agreement.
- B. This agreement may be amended at any time by the mutual consent of the parties entering into the agreement.

## VIII. Other Provisions

Nothing herein is intended to conflict with current NOAA or NMFS directives. If the terms of this agreement are inconsistent with controlling NOAA/NMFS directives, then those portions of this agreement which are determined to be inconsistent shall be invalid; but the remaining terms and conditions of this agreement not affected by any inconsistency shall remain in full force and effect. At the first opportunity for review of the agreement, such changes as are deemed necessary will be accomplished by either an amendment to this agreement or by entering into a new agreement, whichever is deemed expedient to the interest of both parties.

Should disagreement arise as to the interpretation of the provision of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be reduced to writing by each party and presented to the other party for consideration at least 14 days prior to forwarding to the Assistant Administrator for Fisheries for appropriate resolution.

## XI. Term of Agreement

The terms of this agreement will become effective upon the signature of both the approving officials of NMFS and the contractor entering into this agreement.

The terms of this agreement will remain in effect for the period of the contract unless termination by (1) mutual agreement, (2) (specific date) with advanced (60-day)



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written notice by either party for cause or (3) the operation/terms of this agreement, whichever shall first occur.

\_\_\_\_\_  
Signature for Contractor  
Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature for NMFS

\_\_\_\_\_  
Printed Name and Title                      Date



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