

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
U.S. GEOLOGICAL SURVEY
AND
NATURAL RESOURCES CONSERVATION SERVICE
FOR THE
COOPERATIVE MAINTENANCE OF THE WATERSHED BOUNDARY DATASET
WITH THE NATIONAL HYDROGRAPHY DATASET

**Memorandum of Understanding
Between the
U.S. Geological Survey
and Natural Resources Conservation Service
for the
Cooperative Maintenance of the Watershed Boundary Dataset
with the National Hydrography Dataset**

I. PURPOSE

The purpose of this memorandum of understanding is to extend the arrangement between the Natural Resources Conservation Service (hereinafter referred to as NRCS) and the U.S. Geological Survey (hereinafter referred to as USGS), together referred to as the Parties, to cooperatively enhance, maintain, integrate and distribute the Watershed Boundary Dataset (WBD) with the National Hydrography Dataset (NHD) and to include the WBD as a component of *The National Map*. Throughout this document, this memorandum of understanding will be referred to simply as the MOU. This MOU will benefit USGS and NRCS by acknowledging the mutual desire and interest to cooperatively enhance, integrate and deliver WBD and NHD to serve the respective business needs of each agency and their partners.

II. BACKGROUND

NRCS is authorized under terms of various statutes to conduct conservation planning and provide technical assistance to USDA program participants to conserve and improve soil, water, vegetation, wildlife, and related resources and reduce damage by floods and sedimentation. The USGS serves the Nation by providing reliable scientific information to describe and understand the Earth; minimize loss of life and property from natural disasters; manage water, biological, energy, and mineral resources; and enhance and protect our quality of life. The USGS maintains and provides the geospatial framework data through *The National Map* which includes the NHD and WBD.

The WBD is a further refinement of the Hydrologic Units Dataset of the United States. USGS and NRCS share the responsibility for the data collection and stewardship of these datasets. NRCS serves WBD data from their Geospatial Data Gateway in Fort Worth, Texas. The gateway is primarily a service to make geospatial data available to NRCS offices in a standard format that is streamlined for applications. The USGS manages and serves the current WBD as a companion dataset to the National Hydrography Dataset (NHD). These data are served to the public from the USGS National Geospatial Program in Denver, Colorado.

It is to the mutual advantage of the agencies that NHD and WBD be replicated and served from both the NRCS Gateway and from the USGS National Geospatial Program. This MOU will benefit USGS and NRCS by codifying a close working relationship in the area of spatial water data. This relationship will be valuable in making optimum use of an escalating amount of national watershed and hydrography data. This collaboration will benefit the user community by expanding the available alternatives to acquire WBD and NHD data and will

also provide backup and failover sites. Enhanced cooperation and coordination between NRCS and USGS will leverage existing resources in a manner that benefits the cooperative development of WBD and NHD as well as the business needs of the agencies.

III. AUTHORITIES

This MOU is entered into by the Parties under Public Law 99-591 that bestows permanent authority to the USGS to "prosecute projects in cooperation with other agencies, Federal, State, and private" (43 U.S.C. 36c). The NRCS enters this agreement under authorities provided in the General Manual, Title 170, Part 400, Subpart A. When applicable, any further agreements entered into between USGS and NRCS that implement specific activities under this MOU will be pursuant to the authorities and policies governing such agreements, in accordance with section VI of this MOU.

IV. SCOPE

This MOU sets forth the general terms and conditions under which USGS and NRCS will coordinate and cooperate in activities involving the *Cooperative Maintenance of the WBD with the NHD*. The activities covered by this MOU will be of mutual interest and benefit within, but not limited to, the following areas:

The U.S. Geological Survey will:

1. Serve as lead and primary data steward for the NHD and WBD.
2. Host WBD data in *The National Map* and maintain a stable technology infrastructure.
3. Acknowledge NRCS as a partner for its contributions to the development, integration, warehousing and delivery of the WBD to the general public.
4. Refresh the NRCS warehouse with WBD and NHD in agreed upon time intervals or as refreshed on the USGS servers.
5. Maintain integration of the existing WBD data with the NHD on an ongoing basis.
6. Maintain the most current NHD and WBD map and data services at USGS in the agreed to formats.
7. Provide a national WBD database administrator, WBD Point of Contact and WBD Product and Services lead which will also act as National WBD Technical Coordinator(s) to maintain WBD Standards, review data edits, provide stewardship support to states and report all WBD activities to the WBD Steering Committee.
8. Provide training on the software and data management tools to integrate, maintain and update the WBD as a seamless national geodatabase.

NRCS will:

1. Host a replica copy of the existing WBD maintained by the USGS in Denver, Colorado.
2. Serve WBD and NHD data on the Geospatial Data Gateway in Lat/Long, UTM, and State Plane projections and maintain a stable technology infrastructure to provision data as map and data services.
3. Acknowledge USGS as the data steward for NHD and primary data steward for the WBD.
4. Serve WBD and NHD data to customers and partners having USDA E-Authentication capabilities to the general public.
5. Provide a WBD database administrator which will also act as a National WBD Technical Coordinator to maintain WBD Standards, review data edits, provide stewardship support to states and report all WBD activities to the WBD Steering Committee.

BOTH PARTIES AGREE TO:

1. Work collaboratively to address technical issues of data integration, services and delivery tools in order to maintain consistent NHD and WBD products for the agencies and their partners.
2. Utilize the most effective and efficient data transfer tools available to share and refresh data.
3. Maintain web-based tools to facilitate user inquiries and to communicate the value and sources of NHD and WBD to the user community via electronic media.
4. Communicate regularly to avoid duplication of efforts.
5. Work collaboratively to enhance existing standards and specifications to ensure the long term integrity of the WBD and NHD.
6. Develop and publish information on both the USGS and NRCS data delivery websites that explains the collaboration and data replication effort between USGS and NRCS.
7. Collaborate to the degree possible and practical within the confines of the respective agency policy, procedures, funding and resources.

V. RESPONSIBILITIES

The Parties will maintain open communication and coordination to support the cooperative maintenance of the Watershed Boundary Dataset. NRCS and USGS will provide leadership and program oversight for the cooperative activities conducted under this MOU.

VI. IMPLEMENTATION

Specific activities to be conducted under this MOU and the method of their implementation will be determined on a case-by-case basis by USGS and NRCS in consideration of the merit, existing commitments, projected schedules, available funding and personnel resources, and other relevant factors.

As appropriate, implementation of additional activities under this MOU will be outlined in separate agreements, such as, but not limited to, Interagency, Innovative Partnership, Work share, or Data Sharing Agreements, which will be coordinated through mutual agreement between the Parties and independently authorized by appropriate statutory or other authority. As appropriate, the agreements implementing additional activities shall be made attachments to this MOU. Each agreement shall describe the project or activity agreed upon in regard to its objectives, scope, responsibilities of the Parties, project schedule, deliverables, and funding.

VII. FINANCIAL ARRANGEMENTS

This MOU defines the general terms upon which the USGS and NRCS will cooperate. Performance under the terms of this MOU is subject to the availability of appropriated funds and personnel resources through each Party's respective funding procedures. This MOU is neither a fiscal nor a funds obligation document and, as such, does not constitute a financial commitment on the part of either Party. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between USGS and NRCS will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Any such endeavors will be outlined in separate agreements, including work plans or statements of work, which shall be made in writing and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

VIII. DISCLAIMER

The Parties to this MOU make no express or implied endorsement or warranty as to the accuracy, completeness, or suitability for any particular purpose of any data, products, or services prepared, exchanged, or made available under this MOU. Any applications of, or conclusions drawn from, these data, products, or services are the responsibility of the user.

IX. PUBLICATIONS AND RELEASE OF INFORMATION

When deemed appropriate, the activities conducted, or scientific data developed under this MOU will be documented and made available to the general scientific community through publication in appropriate journals or other established channels as soon as practicable and consistent with good scientific practice. Publications documenting cooperative efforts may be prepared by either Party, or jointly, provided that both Parties have an opportunity to review, edit and approve manuscripts prior to publication. In the event such reports or publications are copyrighted, each Party shall have a royalty-free right under the copyright to reproduce, distribute, and use such copyrighted work for their own purposes.

Release of information will be consistent with Departmental regulations and guidelines pertaining to the availability and distribution of geospatial information. Releases of general information to the public may be made by the appropriate Party with respect to its own portion of the project/cooperation as desired. The Parties will seek to consult with each other prior to any such releases that reference the other Party's participation, consistent with the Parties' respective laws and policies.

The Parties agree that sharing credit is mutually beneficial, and will assure that appropriate citation and attribution, including the use of official agency visual identifiers, is given for work performed under this MOU. Specific use of the agency logo or seal, however, will require advance approval by that agency.

X. PARTICIPATION IN SIMILAR ACTIVITIES

This MOU in no way restricts any of the Parties from participating separately in similar activities with other public or private agencies, organizations, and individuals, including other activities between USGS and NRCS.

XI. EFFECTIVE DATE, REVIEW, MODIFICATION, AND TERMINATION

This MOU shall take effect upon the date of the last signature and shall remain in effect for a period of five (5) years. This MOU may be reviewed annually or at the request of either Party. This MOU may be modified at any time upon joint approval. This MOU may be terminated at any time by mutual written agreement of the Parties, or by either Party upon 90 days written notice to the other Party.

XII. POINTS OF CONTACT

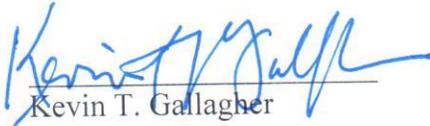
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XIII. APPROVALS

U.S. Geological Survey

Natural Resources Conservation Service

NSM



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Core Science Systems



Micheal Golden
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Soil Science & Resource Assessment

3/19/2013
Date

4/18/2013
Date