



**Memorandum of Understanding
Between the
Department of the Interior
Acting Through the U.S. Geological Survey
and the
Department of Homeland Security
Pertaining to
Geospatial Information and Remote Sensing
for Homeland Security**

PURPOSE

This Memorandum of Understanding (MOU) describes the partnership and responsibilities of the participating organizations to create and maintain geospatial information needed to support homeland security for the Nation.

The participating organizations are the United States Geological Survey (USGS), a bureau of the Department of the Interior (DOI), and the Department of Homeland Security (DHS). This MOU describes how these organizations will cooperate to create and provide a compatible, complementary, nationally consistent set of geospatial and remote sensing data and information requirements to meet the nation's homeland security needs. The intersection of DOI's mission for mapping and remote sensing, conducted through the USGS, and DHS' homeland security missions, makes the DOI-DHS partnership critical to providing comprehensive geospatial information in support of Federal, State, tribal and local organizations responsible for homeland security missions.

AUTHORITIES

This MOU applies to geospatial information and remote sensing for homeland security covering the United States, including U.S. territories. The provisions of the MOU are in accordance with the Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135, the Intelligence Reform and Terrorism Prevention Act of 2004, Pub. L. 108-458, 118 Stat. 3638, HSPD-7, OMB Circulars A-16, A-25, A-119, and A-130, and Executive Order 12906.

The USGS' authorities for providing emergency geospatial information are also set forth in the National Response Plan, an implementation of the Robert T. Stafford Disaster Relief and

Emergency Assistance Act, as amended (42 U.S.C. 5121 et seq.), and under the Chairman, Joint Chiefs of Staff CONPLAN 0500, where DOI/USGS is identified as the primary geospatial provider within the CONUS (Contiguous/Continental United States).

The Charter of the Civil Applications Committee (CAC) provides authority for the CAC to facilitate the appropriate civil uses of overhead remote sensor technology and data collected by classified military and intelligence overhead systems and provided to Federal civil agencies.

Both DHS and DOI will ensure that the coordination of geospatial information and related spatial data activities conducted under this MOU are consistent with, and in support of, the responsibilities and reporting requirements as defined by the Federal Geographic Data Committee (FGDC) and by OMB Circular A-16.

SCOPE

Geospatial information identifies graphical or digital data depicting natural or manmade physical features, phenomena, or boundaries of the earth and any information related thereto, including surveys, maps, charts, remote sensing data, and images. As such, geospatial information, derived from sources including mapping and remote sensing, is the critical location foundation for many aspects of homeland security, such as:

- Emergency preparedness, disaster response, and recovery;
- Scientific research and technology development;
- Border and transportation security operations; and
- Information analysis and critical infrastructure protection.

Geospatial information facilitates information sharing from multiple sources and integration across agencies and organizations by providing a common framework upon which other information is tied and made useful. *The National Map* is a geospatial and remote sensing product of the DOI/USGS that provides a common framework of geospatial data for the Nation, and is based on partnerships with a wide range of Federal, State, local and tribal governments that share homeland security concerns and other common interests. The *geospatial framework data* that are germane to homeland security and part of *The National Map* include:

- High-resolution, digital orthorectified imagery from aerial photographs or satellite imagery that will provide some of the feature information now symbolized on topographic maps.
- High-resolution surface elevation data, including bathymetry, to derive contours for primary series topographic maps and to support Earth surface modeling and the production of accurate orthorectified imagery.

- Vector feature data for hydrography (rivers and water bodies), transportation (roads, railways, and waterways), structures, government unit boundaries, and publicly owned lands boundaries.
- Geographic names for physical and cultural features to support the U.S. Board on Geographic Names, and other names, e.g., highways and streets, etc.
- Land cover and land use data that classify the land surface into categories such as open water and high-density residential.

This MOU establishes a key partnership through which this geospatial foundation will be achieved. It applies to the acquisition, maintenance, archiving, and provision of geospatial and remote sensing information, data, and other products and services between the DOI and the DHS.

RESPONSIBILITIES

The partnership between the DOI and the DHS is enabled through the responsibilities the organizations share, or contribute toward, in support of the common goal of providing geospatial information and remote sensing for the needs of homeland security throughout the Nation.

A. The shared responsibilities include:

Acquiring, operating, and maintaining the system capabilities necessary for a homeland security-related geospatial information architecture.

Contributing to the development and implementation of homeland security-related geospatial data standards.

Coordinating for assured access by first responders to geospatial and remote sensing data held at the Federal, State, tribal, and Local Levels and ensuring access in the event primary distribution methods become unavailable.

Through ties and contacts with commercial industry, State and local organizations, and the Federal Defense, Intelligence, Law Enforcement, and Civil communities, make additional data available to *The National Map*, where appropriate and where data are classified as public domain.

B. The responsibilities of the DHS include:

Establishing a Geospatial Management Office (GMO), under the Office of the Chief Information Officer of the DHS. The GMO will also serve as the principal office to facilitate all DOI-DHS activities relating to the terms of this MOU. This includes coordinating service level agreements (SLAs) between the DOI and DHS in order to effectuate the goals of this MOU. As used in this MOU, SLAs refer to agreements between service providers and customers that define the services provided, the metrics associated with these services, acceptable and unacceptable

service levels, liabilities on the part of the service provider and the customer, and actions to be taken in specific circumstances.

The DHS GMO will provide a single point of contact to DOI to provide classified/unclassified domestic geospatial and remote sensing data to support the needs of homeland security-related intelligence, law enforcement, environmental, scientific, and emergency response requirements.

Providing and disseminating geospatial and remote sensing data services enabled through interoperable standards, to customers at the Federal, State, local and tribal levels, consistent with legal and policy authorities.

Using *The National Map* as a source of *geospatial framework data* for domestic homeland security.

Creating, maintaining, and providing homeland security mission-specific geospatial information and data not available in *The National Map*, in accordance with the priorities identified by DHS constituencies in approved programs and plans. The relevant domestic geospatial information and data will be determined by SLAs between DHS and DOI. Data and information will be protected from unauthorized users as necessary.

Acquiring, maintaining, and disseminating homeland security mission- specific geospatial information of all kinds through ties and partnerships with other Federal, State, local and commercial data providers and users.

Providing services for data integration, information visualization, and situational awareness supporting homeland security planning and operations.

Through ties and contacts with commercial industry and other Federal, State and local organizations, make additional data available to *The National Map*, where appropriate and where data are classified as public domain.

The DHS will provide mutually agreed upon staff or other support to the DOI/USGS, as needed, to meet specific mission and MOU responsibilities. Both parties, in advance of any support, will agree to any associated costs and funding responsibility in accordance with rules on use of Federal appropriations.

C. The responsibilities of DOI include:

Providing and maintaining the *geospatial framework data* that are part of *The National Map* to the GMO for use by DHS.

Providing mutually agreed upon staff support to the GMO, under the Office of the Chief Information Officer of the DHS, to coordinate geospatial data and remote sensing policy and strategy issues. The DOI/USGS will further provide other mutually agreed upon staff or other support to DHS entities, as needed, to meet

specific mission and MOU responsibilities. Both parties, in advance of any support, will agree to any associated costs and funding responsibility in accordance with rules on use of Federal appropriations.

Serving as an interface to State, local and tribal governments for coordinating geospatial and remote sensing policy and for partnership development.

Acquiring, maintaining, and sharing unclassified, unclassified but sensitive, and proprietary domestic geospatial data through partnerships with other Federal, State, local, tribal and commercial data providers and users. This includes providing protection from unauthorized data access.

Serving as a source for domestic collection of unclassified remotely sensed data from any airborne or satellite systems, including commercial sources, in support of homeland security requirements, and for collection of non-domestic remotely sensed data from DOI/USGS systems and other sources, as appropriate, to meet homeland security requirements. This includes source collection, coordination of production of orthoimagery and other imagery products, imagery analysis services, and data archiving. Future update cycles for this information are subject to identified homeland security needs as agreed to by the DHS and the DOI/USGS, subject to the availability of funding.

Through ties and contacts with commercial industry and other Federal, State and local organizations, make additional data available to *The National Map*, where appropriate and where data are classified as public domain.

Through the CAC, facilitating the domestic collection (as required) of classified remote sensing data from National Systems to support identification, preparation, mitigation, response, and recovery from natural and man-made disaster events, and as an alternate source to support domestic geospatial data extraction. This includes providing services for source collection and management, exploitation and analysis, production of Imagery Derived Products, data archiving, and dissemination.

Providing services for data integration, information visualization, and geographic, hydrologic, geologic, and biologic analyses as necessary to meet the Nation's homeland security needs.

IMPLEMENTATION

Implementation of this MOU shall be carried out by SLAs, which will be coordinated and approved between the DOI and the DHS as needed. The SLAs will provide detailed guidelines on the use of geospatial information and data pursuant to the framework established by this MOU.

FUNDING

Cooperative activities under this MOU shall be subject to the availability of funds and/or resources. This MOU shall not be construed to obligate any particular expenditure or commitment of funds and/or resources. Funds and/or resources may be provided by either party to the other party to support activities under this MOU when authorized by statute, for example the Economy Act, 31 U.S.C. § 1535, and when consistent with applicable regulations. The provision of such funds/resources will be accomplished through separate written agreements.

AGREEMENT PERIOD

This MOU becomes effective on the date of the last signature. This MOU will be reviewed periodically as necessary, and may be modified in writing at any time by mutual consent. Either party may terminate this MOU after a 60-day notification in writing of the intent to terminate.

(Original Signature on File)

Gale Norton
Secretary
Department of the Interior

Date: 3/31/06

(Original Signature on File)

Michael Chertoff
Secretary
Department of Homeland Security

Date: 3/31/06