



Prepared by/for:
**Modeling, Mapping,
and Consequences**

Appendix 6.2

Emergency Action Plan Data Usage Agreement— External Customers

FY2023 Standard Operating Procedure for Dams

March 2022

Date	Principal Author	Comments
1-10-2011	MMC	Original Document Creation
2-8-2011	MMC	Technical Edit
3/27/2013	MMC	Additional Technical Editing
05/01/2014	MMC	Technical Edit
02/2015	MMC	Technical Edit
1/7/2016	MMC	Reviewed Document
05/02/2017	MMC	Converted template
09/26/2018	MMC	Annual Update
02/27/2020	MMC	Annual Update/Tech Edit

[Print on District letterhead; text in red below is example, to be edited by the district to the specifics regarding the data transmittal.]

Usage Rights for Government Furnished Information

I, _____, as the official representative of **AGENCY NAME** hereby consent to the terms in this Agreement in consideration of being granted conditional access to certain United States Government documents or material containing sensitive but unclassified information.

By granting to me conditional access to sensitive but unclassified information, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure in accordance with the terms of this agreement.

The U.S. Army Corps of Engineers data sets listed below are being provided to the **AGENCY NAME** expressly for purposes of **supporting the <DAM NAME> Emergency Action Plan: <List all documents below – Examples provided>**

1. **DVD Files: (if applicable)**

Ex. - Dam Failure Inundation Polygon Shapefiles (Elev. <Document Names>)

_____ **Ex. - Dam Failure Inundation Depth Grids (Elev. <Document Names>)**

2. **Documentation: (if applicable)**

_____ **Ex. - Hard copy document describing files being received via DVD's**

The files that will be provided are marked for “FOR OFFICIAL USE ONLY” which restricts distribution. The data sets referenced herein are being provided outside of DoD pursuant to ECB 2008-10. These data sets are provided for viewing only and shall not be edited.

The information entrusted to me will only be used by me or others within the agency I represent who have a need for the information in the development of the above purposes, and will not be released to any other third party individuals or entities not listed below without prior written consent of the U.S. Army Corps of Engineers. Prior to being given access, each individual shall sign this agreement.

I shall return the data and documents and any additional copies that I may have produced, regardless of whether they are electronic or hard copy format, when the data and documents are no longer required.

If I violate the terms and conditions of this agreement, I understand that the unauthorized disclosure of sensitive but unclassified information could compromise the security of the United States and the project.

If I violate the terms and conditions of this agreement, such violation may result in the cancellation of my access to sensitive but unclassified information. Furthermore, if I violate the terms and conditions of this agreement, the United States may institute a civil action for damages or any other appropriate relief. The willful disclosure of information that I have agreed under the terms of this agreement not to divulge may constitute a criminal offense.

Data and documents provided in accordance with this agreement continue to be the records of the **<District Name>**, Corps of Engineers, and shall not be released by **AGENCY NAME** under the Freedom of Information Act, or any other state access to information law. Any such requests must be forwarded to the **<District Name>**, Corps of Engineers for evaluation and determination of releasability.

The Point of Contact for the <District Name>, Corps of Engineers is <Name of POC>, <District POC Title>, at <POC contact number, e.g. (XXX)-XXX-XXXX>.

By signing, AGENCY NAME acknowledges the statement above and agrees to the conditions set forth herein.

<Name of District Representative>
Dam Safety Program Manager
<District Name>
U.S. Army Corps of Engineers

Date

Every other individual given access to the data and documents indicates agreement to the conditions set forth herein by his or her signature below. Signature and printed name required.

NAME
AGENCY NAME
TITLE

Date