

Model Memorandum of Agreement Between [State or Territorial Agency] and the US Environmental Protection Agency for the TRI Data Exchange

1. Overview – Exchange of TRI Data

This agreement is a voluntary agreement between [state, tribal, or territorial agency], hereinafter referred to as the State, and the US Environmental Protection Agency, with the US Environmental Protection Agency Toxics Release Inventory (TRI) Program acting as a representative for the Agency and hereinafter referred to as EPA, for the exchange of Toxics Release Inventory data via the National Environmental Information Exchange Network, hereinafter referred to as the Exchange Network.

2. Purpose

The purpose of this Memorandum of Agreement (MOA) is to outline the specific roles and responsibilities between the State and EPA for the purposes of successfully transmitting TRI data via the Exchange Network. This MOA addresses facility reports filed electronically using EPA's Central Data Exchange (CDX), where reports are accepted and simultaneously transmitted to participating States. Reports filed in this manner represent a facility's official submission to both EPA and the State.

This agreement does not supersede any existing agreement between the State and EPA, nor any future Memoranda of Understanding between the State and EPA.

3. Background

In 1986, the Emergency Planning and Community Right-to-Know Act was enacted including Section 313, which created TRI. Under Section 313(a) of EPCRA, certain covered facilities are required to submit annual toxic chemical release forms to EPA and to “an official or officials of the State designated by the Governor.” 42 USC § 11023(a). EPCRA requires that EPA “establish and maintain in a computer data base a national toxic chemical inventory based on data submitted ... under this section.” 42 USC § 11023(j). EPCRA is silent as to what State recipients of TRI data should do with TRI data but individual States may have State laws or policies that govern the use of TRI data received by the State.

When submitting TRI data, TRI facilities submit through CDX (via TRI-MEweb). When the facility's State is a participant in the TRI Data Exchange, the facility's data are simultaneously submitted to both EPA and the State and the facility's statutory duty has been met.

4. Participant Responsibilities

4.1. Data Exchange Mechanism and Schedule

4.1.1. Submission of Reports by Reporting Facilities

TRI facilities must submit or revise TRI reports to EPA via CDX unless they are making a trade secret claim. Revisions to TRI reports from RY 2004 onward are processed through the TRI Data Exchange. Revisions to TRI reports prior to RY 2004 are not processed through the TRI Data Exchange because the TRI XML schema used in the TRI Data Exchange is only compatible with TRI data from RY 2004 onward.

The data are initially submitted by a facility reporting to the TRI program via EPA's CDX using the TRI-Made Easy Web (*TRI-MEweb*) reporting tool. From CDX, the data are date-stamped and converted into a TRI XML format.

When CDX successfully receives a facility transmission, CDX sends an email to the reporting facility confirming that the data submission to CDX has been successful and that the facility data automatically will be forwarded to the State. The email confirms that the facility has fulfilled its obligation to report to both EPA and the State in accordance with EPCRA. Only submissions through CDX are considered simultaneous submission to both EPA and the State.

4.1.2. Exchange Mechanism After Submission by Reporting Facilities

After the conversion to the XML format, the TRI data may take two different paths: Node Transfer and/or Download.

Node Transfer

Using Node Transfer, the TRI data are automatically transferred to the State node as soon as they are converted to the XML format. The exchange uses a "push" model in which the "raw" data entered by a TRI facility into CDX are automatically transferred to the State's node without any data quality corrections performed by EPA. The data are transferred on a facility-by-facility basis as they are received by CDX. The State node responds to a successfully submitted report by sending a transaction identification number back to the CDX node. If the initial push of data to the State node fails, CDX will resend the submission based on its standard operating procedures. For reports filed via CDX, the State may choose to send a second confirmation email to the reporting facility confirming the successful receipt of the report by the State node.

Use of Node Transfer requires the State node to be appropriately configured and tested as described in section 4.6.

Download

Using Download, the State will have access through a password-protected account to the TRI data associated with the State that are stored by CDX. The State can access and download data using the SDX Viewer tool, a web-based application that is accessible via cdx.epa.gov. TRI data downloaded via Download are in the same format, XML, as the data that are transferred to State nodes via Node Transfer and are available for viewing and download as soon as CDX converts them to the XML format.

4.2. Data Stewardship

The stewardship responsibilities of the two parties are described and acknowledged by this agreement. EPA agrees to be the steward for all TRI data submitted through CDX to the State. The State maintains oversight responsibility for the data. Each party agrees to provide notification and documentation to the other partner when either decides that data quality, completeness, or timeliness has fallen short of expectations.

4.3. Use of Data, Access to Data

Using Node Transfer, CDX transfers TRI data to the State node according to the protocols established in the published Exchange Network protocol and specifications. CDX also retains a copy of the submitted data for processing into EPA data systems. The State may use the data as defined by the State's business processes.

4.4. Consultation

Prior to EPA's release of the TRI National Analysis for a given reporting year, the State agrees to consult with EPA, specifically the TRI Program Division Director. The State will consult with EPA in writing and address the State's plans for releasing the data including when and why they plan to release the data and any major issues or findings.

4.5. Data Elements

The TRI data referred to in this document include the data elements found on TRI Forms R and A. These data elements are described in the TRI Flow Configuration Document (FCD), which serves as the technical reference for the TRI Data Exchange. The FCD can be found at <http://www.exchangenetwork.net/exchanges/cross/tri.htm>.

4.6. Standards and Technology

EPA and the State agree to exchange data using Web services technology as defined in the Exchange Network protocol and specification documents. The TRI Data Exchange configuration is explained in detail in the FCD. TRI Data Exchange participants agree to adhere to the technologies and exchange protocols as defined in the FCD.

4.7. Security

The TRI Data Exchange flow is encrypted by EPA-CDX for security purposes. The data are formatted in the TRI XML schema that is registered with the Exchange Network and then sent from the CDX node to the State node using secure protocols. A step-by-step description of security authentication is available in the FCD.

The data exchanged under this agreement are not confidential. The information is approved for public distribution and made available on a public website. Information claimed to be trade secret as defined by Section 322 of EPCRA and confidential business information (CBI) or trade secrets submitted to support a Section 322 trade secrecy claim will not to be transmitted via the TRI Data Exchange. See 42 USC § 11042. Confidential business information or trade secrets are managed outside of CDX and TRIPS.

4.8. Data Source and Data Quality

For reports filed electronically via CDX by facilities, the data source is the TRI data reported by facilities that opt to use EPA's TRI-MEweb reporting tool beginning with the reporting year this MOA is signed. Only revisions to Reporting Year 2004 and subsequent years' data submitted through CDX will be automatically transferred to the State node. Revisions to TRI reports prior to RY 2004 are not processed through the TRI Data Exchange because the TRI XML schema used in the TRI Data Exchange is only compatible with TRI data from RY 2004 onward.

EPA and the State agree to cooperate to ensure that the data being exchanged are an accurate and complete replica of the data submitted as certified by the reporting facility. The process outlined in the section Dispute Resolution applies to reconciliation of data duplicates, discrepancies, or other quality issues. Individual submissions are tracked using a transaction identification number supplied by the State node to CDX in response to the successful transmission of TRI data.

4.9. Data Timeliness

Using Node Transfer, data submitted through CDX by facilities are converted to XML and pushed from CDX to the State node automatically on a facility-by-facility basis. Based on pilot testing of the TRI Data Exchange, it is expected that

the data will be submitted to the State node within several minutes of its receipt through CDX. For enforcement purposes, EPA and State agree that the date-stamp attached to a submission when it is successfully received by CDX will act as the date-received for the State. These data are also available to the State through Download at the State's convenience.

4.10. Data Reconciliation

If at any time one of the partners finds a technical problem with accuracy, completeness, or timeliness of submissions, they should alert the other party. If technical problems cannot be resolved in a timely manner for retransmission to the State node, another method of transmission will be used to forward facility data to the State.

4.11. Dispute Resolution

If at any time one of the partners finds a problem with data quality or completeness, they should start the resolution procedures.

The State and EPA data administrators agree to resolve disputes whenever possible. (Data administrators are those assigned with the overall management of TRI data in his or her agency.) The data administrator agrees to contact his or her counterpart, either by telephone, email, or in writing. If the data administrators cannot resolve the dispute within two weeks, they agree to bring it to the attention of their immediate supervisors.

5. Financial Arrangements

5.1. All commitments made in this agreement are subject to the availability of appropriated funds and EPA's budget priorities. Nothing in this agreement, in and of itself, obligates EPA to expend appropriations or to enter into any contract, assistance or interagency agreement, or to incur other financial obligations. Any endeavor involving reimbursement or contribution of funds between the parties to this agreement will be handled in accordance with applicable laws, regulations, and procedures, and will be subject to separate subsidiary agreements that will be effected in writing by representatives of both parties.

5.2. EPA may not endorse the purchase or sale of products and services provided by private organizations that become partners in this effort.

6. Period of Agreement

This agreement is intended to facilitate the exchange of data between the State and EPA and is not intended to and does not create any right or benefit, substantive or procedural, enforceable by law or equity against EPA, the State, their officers or employees, or any other person.

This agreement becomes effective on the date of signatures by both parties and continues until modified by mutual consent or unless terminated with 60 days written notice by either party. Partners should review this agreement periodically, at least once per year. They should amend or revise it as changing needs, conditions, or technology warrant.

7. Legal Framework – Disclaimer

This is a voluntary non-binding agreement between the State and EPA regarding the exchange of TRI data through the Exchange Network. This agreement does not fulfill any specific federal reporting requirements and participation does not supersede any data or information management and reporting requirements of any grant, contract, or other agreement.

8 Points of Contact

The following individuals have been identified as points of contact within each participating agency:

[State] Primary Contact Name: Title: Agency: Phone: Email:	EPA Primary Contact Name: Hari Karne Title: Biologist Agency: EPA Phone: (202) 566-0595 Email: Karne.Harichandana@epa.gov
[State] Alternate Contact Name: Title: Agency: Phone: Email:	EPA Alternate Contact Name: David Turk Title: Branch Supervisor Agency: EPA Phone: (202) 566-1527 Email: Turk.David@epa.gov

9 Approvals

[State Agency name]

[type name of State official]

Date

US EPA Headquarters

Kevin DeBell, Division Director
Chemical Information, Prioritization, and TRI Division
Office of Pollution Prevention and Toxics
Office of Chemical Safety and Pollution Prevention

Date