

**MEMORANDUM OF AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
AND THE
U.S. ENVIRONMENTAL PROTECTION AGENCY
TOXIC RELEASE INVENTORY DATA EXCHANGE**

1 Overview – Exchange of TRI Data

This agreement is a voluntary agreement between Michigan Department of Environmental Quality (MDEQ) hereinafter referred to as the MDEQ and the U.S. Environmental Protection Agency (EPA). The EPA Office of Information Analysis and Access will act as a representative for the Agency and hereinafter referred to as EPA, for the exchange of Toxics Release Inventory (TRI) 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 MDEQ and EPA for the purposes of successfully transmitting TRI data via the Exchange Network.

This agreement does not supersede any existing agreement between MDEQ and EPA, nor any future MOA between MDEQ and EPA.

3 Background

In 1986, the Emergency Planning and Community Right-to-Know Act (EPCRA) was enacted including Section 313, which created the 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). This project is intended to allow TRI facilities to report to both EPA and their State simultaneously with one action, fulfilling their statutory duty to report to both EPA and the State and reducing burden on the facilities.

When submitting TRI data, facilities may choose between several mechanisms of transmission including via EPA’s web services node, the Central Data Exchange (CDX). When a facility reporting to TRI chooses to submit data through a means other than CDX (e.g., paper, diskette), the facility is responsible for submitting the data separately to both EPA and MDEQ. Non-CDX transmission mechanisms fall outside the parameters of this agreement. In these instances, no data is pushed from EPA to MDEQ as described below.

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 data received by the state. This agreement does not cover any additional reporting elements that may be required under State of Michigan law.

4 Participant Responsibilities

4.1 Data Exchange Mechanism and Schedule

This document describes the TRI data exchange which consists of a one-way transfer of data via the Exchange Network. The data is initially submitted by a facility reporting to the TRI program via EPA’s CDX using the TRI-Made Easy (*TRI-ME*) reporting tool. From CDX, the data is date-stamped and converted into a TRI XML format and then automatically transferred to the MDEQ Node. The exchange uses a “push” model in which the “raw” data entered by a TRI facility into CDX is automatically transferred to the MDEQ Node without any data quality corrections performed by EPA. The data is transferred on a facility-by-facility basis as it is received by CDX. The MDEQ Node responds to a successfully-submitted report by sending transaction identification number back to the CDX Node. If the initial push of data to the MDEQ Node fails, CDX will resend the submission based on its standard operating procedures.

When CDX successfully receives a facility transmission, CDX sends an email to the reporting facility confirming that data submission to CDX has been successful and that the facility data automatically will be forwarded to MDEQ. The email confirms that the facility has fulfilled their obligation to report to both EPA and the State in accordance with EPCRA. MDEQ may choose to send a second confirmation email to the reporting facility confirming the successful receipt of the report by the state node.

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 MDEQ. MDEQ maintains oversight responsibility for data received through CDX.

Each party agrees to provide notification and documentation to the other partner when either decides that accuracy, completeness, or timeliness has fallen short of EPA and MDEQ expectations.

4.3 Use of Data, Access to Data

CDX transfers TRI data to the MDEQ Node according to the protocols established in the published Exchange Network protocol and specifications. MDEQ may use this data as defined by MDEQ’s business processes. At EPA, CDX archives a copy of the submitted

data and forwards the data to the Toxics Release Inventory System (TRIS) for processing by the TRI Program Division.

Participants in the TRI data exchange are limited to TRI reporting facilities which are registered with CDX and the CDX system. Within the secure boundaries of the data exchange outlined in this MOA, access to submitted facility data is limited exclusively to these parties. After transmission the data will be available as described in each agency's information policy.

4.4 Data Elements

The TRI data referred to in this document includes the data elements found on TRI Form R and A Certification Statements. These data elements are described in the TRI Flow Configuration Document (FCD), which serves as the technical reference for the TRI data exchange. Because the data is automatically forwarded from CDX to the MDEQ Node without any intervening data quality validation, the only metadata that is attached is the received date of the submission.

4.5 Standards and Technology

EPA and MDEQ 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 exchange participants agree to adhere to the technologies and exchange protocols as defined in the FCD.

EPA will provide reasonable notification to MDEQ in the event of updates to the XML Schema or the CDX translator.

4.6 Security

The data exchange is encrypted by the EPA-CDX for security purposes. The data exchange includes certification in the form of an electronic signature from the facility reporting to the Toxics Release Inventory Program. The data is formatted in the TRI XML schema that is registered with the Exchange Network and is sent from EPA's 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 is not confidential. The information is approved for public distribution, and made available on a public Internet web site. Information claimed to be trade secret is defined by Section 322 of EPCRA and confidential business information or trade secrets submitted to support a Section 322 trade secrecy claim is not transmitted over the Exchange Network as these data may not be submitted using the CDX. See 42 USC § 11042.

4.7 Data Source and Data Quality

The data source is the TRI data reported by TRI facilities that opt to use EPA's *TRI-ME* reporting tool beginning with Reporting Year 2004 data. Revisions to previous years' submissions are not automatically transferred to the MDEQ Node as described in this agreement. Revisions to Reporting Year 2004 and subsequent years' data will be automatically transferred to the MDEQ Node.

EPA and MDEQ agree to cooperate to ensure that the data being exchanged is 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 CDX.

4.8 Data Timeliness

Data is converted to XML and pushed from CDX to the MDEQ 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 MDEQ Node within several minutes of its receipt through the CDX. For enforcement purposes, EPA and MDEQ agree that the date-stamp attached to a submission when it is successfully received will act as the date-received for MDEQ.

4.9 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 MDEQ Node, another method of transmission will be used to forward facility data to MDEQ.

4.10 Dispute Resolution

MDEQ 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 Funds

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 agreement, 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 Purchase or Sale of Products and Services Provided

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 MDEQ 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, MDEQ, 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 MDEQ and EPA regarding the exchange of TRI data through the Exchange Network. Participation in this agreement 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:

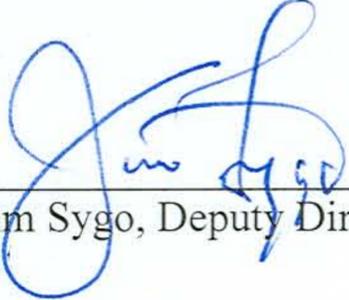
<p>MDEQ Primary Contact Name: Robert Jackson Title: Pollution Prevention Program, Chief Agency: MDEQ/ESSD/ Phone: (517) 373-2731 Email: jacksorc@michigan.gov</p>	<p>EPA Primary Contact Name: Phyllis Donahue Title: TRI Exchange Network, Project Lead Agency: EPA/OEI/OIAA/TRIPD Phone: (202) 566-0338 Email: Donahue.Phyllis@epa.gov</p>
<p>MDEQ Alternate Contact Name: Michael Beaulac Title: State Assistant Administrator Agency: MDEQ/EXE</p>	<p>EPA Alternate Contact Name: Dipti Singh Title: Chief, Information Outreach Branch</p>

Phone: (517) 241-7808
Email: beaulacm@michigan.gov

Agency: EPA/OEI/OIAA/TRIPD
Phone: (202) 566-0739
Email: Singh.Dipti@epa.gov

9 Approvals

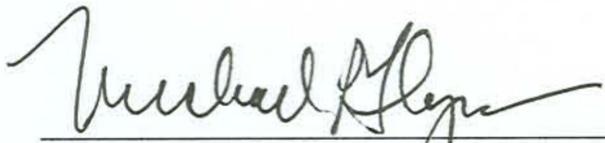
Michigan Department of Environmental Quality



Jim Sygo, Deputy Director

3/1/05
Date

US EPA Office of Environmental Information



Michael Flynn, Dir., Office of Information Analysis and Access

3/9/05
Date