

**Department of the Interior
Privacy Impact Assessment**

November 18, 2010

Name of Project: URL Shortener
Bureau: Department of the Interior
Project's Unique ID (Exhibit 300):

Once the PIA is completed and the signature approval page is signed, please provide copies of the PIA to the following:

- Bureau/office IT Security Manager
- Bureau/office Privacy Act Officer
- DOI OCIO IT Portfolio Division
- DOI Privacy Act Officer

Do not email the approved PIA directly to the Office of Management and Budget email address identified on the Exhibit 300 form. One transmission will be sent by the OCIO Portfolio Management Division.

Also refer to the signature approval page at the end of this document.

A. CONTACT INFORMATION:

- 1) **Who is the person completing this document?** (Name, title, organization, and contact information)

Larry Gillick
Deputy Director of New Media
Office of Communication
Larry_Gillick@ios.doi.gov
202-208-5141

- 2) **Who is the system owner?** (Name, title, organization, and contact information)

Tim Fullerton
Director of New Media
Office of Communication
Tim_Fullerton@ios.doi.gov
202-208-7975

- 3) **Who is the system manager for this system or application?** (Name, organization, and contact information)

Tim Fullerton
Director of New Media
Office of Communication
Tim_Fullerton@ios.doi.gov
202-208-7975

- 4) **Who is the Bureau IT Security Manager (or Chief Information Security Officer) who reviewed this document?** (Name, organization, and contact information)

Maria E. Clark
NBC CISO
7301 W Mansfield Ave., Mailstop D-2120
Denver, CO 80235
Phone: 303-969-5154
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Maria_E_Clark@nbc.gov

- 5) **Who is the Bureau/Office Privacy Act Officer who reviewed this document?** (Name, organization, and contact information)

Rachel Drucker
OS/NBC Privacy Officer
1951 Constitution Ave., NW, Mailstop 116-SIB
Washington, DC 20240
Phone: 202-208-3568
Email: Rachel_Drucker@nbc.gov

- 6) **Who is the Reviewing Official?** (According to OMB, this is the agency CIO or other agency head designee, who is other than the official procuring the system or the official who conducts the PIA)

Laura Davis
Associate Deputy Secretary, Department of the Interior
1849 C Street, NW
Washington, DC 20240
Phone: 202-208-6291
Email: Laura_Davis@ios.doi.gov

B. SYSTEM APPLICATION/GENERAL INFORMATION:

URL-shortening is built into several Web applications, including Twitter. It tends to run without user-interaction in these applications, once the original URL is placed into said application. For example, Twitter shortens most URLs with the Bit.ly URL shortener without asking the user for permission. Bit.ly also logs where the shortened URL is called from, including service and country of origin (where possible) and particular source "tweets," but DOI will not retrieve or store any such logs. The DOI URL-shorteners will start with <http://on.doi.gov/>.

- 1) **Does this system contain any information about individuals** *{this question is applicable to the system and any minor applications covered under this system}*?

There is no information about individuals being collected or maintained by or on behalf of DOI. The URL-shortening system, which is run by a third party, may receive information identifiable to individuals (i.e., IP addresses or email addresses from registrants); however, DOI does not receive any of this information.

- a. **Is this information identifiable to the individual**¹ *{this question is applicable to the system and any minor applications covered under this system}*? (If there is NO information collected,

¹ "Identifiable Form" - According to the OMB Memo M-03-22, this means information in an IT system or online collection: (i) that directly identifies an individual (e.g., name, address, social security number or other identifying number or code, telephone number, email address, etc.) or (ii) by which an agency intends to identify specific individuals in conjunction with other data elements, i.e., indirect identification.

maintained, or used that is identifiable to the individual in the system, Sections D through G can be marked not applicable. If YES complete all sections for system and any applicable minor applications).

The URL-shortening system, which is run by a third party, may receive information identifiable to individuals (i.e., IP addresses); however, DOI does not receive any of this information.

- b. Is the information about individual members of the public {this question is applicable to the system and any minor applications covered under this system}? (If YES, a PIA must be submitted with the OMB Exhibit 300, and with the IT Security C&A documentation).**

The URL-shortening system, which is run by a third party, may receive information about individual members of the public (i.e., IP addresses); however, DOI does not receive any of this information.

- c. Is the information about employees {this question is applicable to the system and any minor applications covered under this system}? (If yes and there is no information about members of the public, the PIA is required for the DOI IT Security C&A process, but is not required to be submitted with the OMB Exhibit 300 documentation).**

The URL-shortening system, which is run by a third party, may receive information about employees (i.e., IP addresses); however, DOI does not receive any of this information.

2) What is the purpose of the system/application?

The URL shortening system allows users to shorten, share, and track links (URLs). Reducing the URL length makes sharing easier. For example, a micro-blogging service (such as Twitter) will not allow most DOI.gov URLs in its 140 characters without URL-shortening.

2a) List all minor applications that are hosted on this system and covered under this privacy impact assessment:

MINOR APPLICATION NAME	PURPOSE	PII? (Yes/No; If Yes, Describe)
None		

3) What legal authority authorizes the purchase or development of this system/application?

DOI Handbook 110 DM 5.3.A.

C. NEW MEDIA USE:

- 1) Will any PII become available to DOI through public use of the third-party website or application? No**

(These data elements may include a combination of gender, race, birth date, geographic indicator, and other descriptors).

- i. What is DOI's intended or expected use of PII? n/a
 - ii. With whom the agency will share PII? n/a
 - iii. Will DOI maintain PII? What PII? For how long? n/a
 - iv. How the DOI will secure PII that it uses or maintains? n/a
- 2) What other privacy risks exist and how DOI will mitigate those risks? (Does the use of the third party website as opposed to traditional methods increase the privacy risks?)

None.

- 3) Will these activities will create or modify a "system of records" under the Privacy Act? Provide number and name.

No.

D. DATA IN THE SYSTEM:

- 1) What categories of individuals are covered in the system?

Individuals who click on the shortened URLs.

- 2) What are the sources of the information in the system?

IP addresses come directly from the browser interaction of the individuals who click on the shortened URLs. DOI gathers no IP addresses.

The URLs come from the user of the URL shortener.

- a. Is the source of the information from the individual or is it taken from another source? If not directly from the individual, then what other source?

IP addresses come directly from the browser interaction of the individuals who click on the shortened URLs. DOI gathers no IP addresses.

The URLs come from the user of the URL shortener.

- b. What Federal agencies are providing data for use in the system?

No additional agencies provide any data for use in the system.

- c. What Tribal, State and local agencies are providing data for use in the system?

No additional agencies provide any data for use in the system.

- d. From what other third party sources will data be collected?

DOI will gather no data on individuals.

- e. What information will be collected from the employee and the public?

DOI will gather no data on individuals.

3) Accuracy, Timeliness, and Reliability

- a. How will data collected from sources other than DOI records be verified for accuracy?

DOI will gather no data on individuals.

- b. How will data be checked for completeness?

DOI will gather no data on individuals.

- c. Is the data current? What steps or procedures are taken to ensure the data is current and not out-of-date? Name the document (e.g., data models).

DOI will gather no data on individuals.

- d. Are the data elements described in detail and documented? If yes, what is the name of the document?

DOI will gather no data on individuals.

E. ATTRIBUTES OF THE DATA:

- 1) Is the use of the data both relevant and necessary to the purpose for which the system is being designed?

DOI will gather no data on individuals.

- 2) Will the system derive new data or create previously unavailable data about an individual through aggregation from the information collected, and how will this be maintained and filed?

No.

- 3) Will the new data be placed in the individual's record?

DOI will gather no data on individuals.

- 4) Can the system make determinations about employees/public that would not be possible without the new data?

DOI will gather no data on individuals, nor provide data on individuals.

- 5) How will the new data be verified for relevance and accuracy?

DOI will gather no data on individuals.

- 6) If the data is being consolidated, what controls are in place to protect the data from unauthorized access or use?

No data is being consolidated.

- 7) **If processes are being consolidated, are the proper controls remaining in place to protect the data and prevent unauthorized access? Explain.**

No processes are being consolidated.

- 8) **How will the data be retrieved? Does a personal identifier retrieve the data? If yes, explain and list the identifiers that will be used to retrieve information on the individual.**

DOI will retrieve no data on individuals.

- 9) **What kinds of reports can be produced on individuals? What will be the use of these reports? Who will have access to them?**

DOI can produce no reports on individuals with the URL-shortening system.

- 10) **What opportunities do individuals have to decline to provide information (i.e., where providing information is voluntary) or to consent to particular uses of the information (other than required or authorized uses), and how individuals can grant consent.)**

Individuals will not provide information to DOI. Users of shortened URLs may prevent the use of cookies via controls on their Web browsers.

F. MAINTENANCE AND ADMINISTRATIVE CONTROLS:

- 1) **If the system is operated in more than one site, how will consistent use of the system and data be maintained in all sites?**

DOI will not maintain the system.

- 2) **What are the retention periods of data in this system?**

DOI will gather no data on individuals.

- 3) **What are the procedures for disposition of the data at the end of the retention period? How long will the reports produced be kept? Where are the procedures documented?**

DOI will gather no data on individuals.

- 4) **Is the system using technologies in ways that the DOI has not previously employed (e.g., monitoring software, Smart Cards, Caller-ID)?**

No.

- 5) **How does the use of this technology affect public/employee privacy?**

It does not.

- 6) **Will this system provide the capability to identify, locate, and monitor individuals? If yes, explain.**

DOI will gain no additional capability to identify, locate and/or monitor individuals.

- 7) **What kinds of information are collected as a function of the monitoring of individuals?**

DOI will neither monitor, nor collect, information on individuals.

8) What controls will be used to prevent unauthorized monitoring?

DOI will have no ability to monitor individuals.

G. ACCESS TO DATA:

1) Who will have access to the data in the system? (E.g., contractors, users, managers, system administrators, developers, tribes, other)

DOI will have no access to information on individuals.

2) How is access to the data by a user determined? Are criteria, procedures, controls, and responsibilities regarding access documented?

DOI will have no access to information on individuals. Users of the shortened URLs will have no access to information on individuals.

3) Will users have access to all data on the system or will the user's access be restricted? Explain.

Neither DOI, nor users of the shortened URLs will have access to information on individuals.

4) What controls are in place to prevent the misuse (e.g., unauthorized browsing) of data by those having access? (Please list processes and training materials)

DOI and users of the shortened URLs will have no access to any such information.

5) Are contractors involved with the design and development of the system and will they be involved with the maintenance of the system? If yes, were Privacy Act contract clauses inserted in their contracts and other regulatory measures addressed?

The URL shorteners are existing software as a service applications. DOI is not hiring the URL-shorteners, nor providing remuneration of any kind.

6) Do other systems share data or have access to the data in the system? If yes, explain.

No.

7) Who will be responsible for protecting the privacy rights of the public and employees affected by the interface?

The URL shorteners have responsibility for their customers' privacy rights. DOI will simply provide the URLs for individuals to use in a shortened form.

8) Will other agencies share data or have access to the data in this system (Federal, State, Local, Other (e.g., Tribal))?

No.

9) How will the data be used by the other agency?

n/a

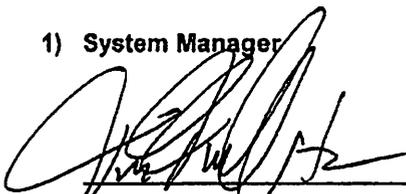
10) Who is responsible for assuring proper use of the data?

n/a

See Attached Approval Page

The Following Officials Have Approved this Document

1) System Manager



(Signature)

2/2/11

(Date)

Name: Tim Fullerton

Title: Director of New Media

2) OS Chief Information Security Officer



(Signature)

11/25/2011

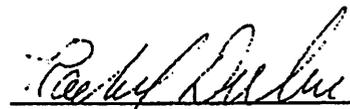
(Date)

ROBERT G. BOWLES

Name: Maria E. Clark

^{ALTERNATE}
Title: NBC Chief Information Security Officer (CISO)

3) Privacy Act Officer



(Signature)

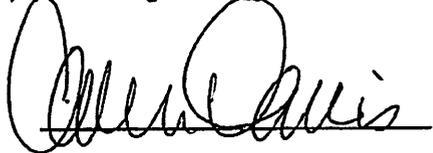
11/20/11

(Date)

Name: Rachel Drucker

Title: OS/NBC Privacy Officer

4) Reviewing Official



(Signature)

1/25/11

(Date)

Name: Laura Davis

Title: Associate Deputy Secretary, Department of the Interior

**BITLY ENTERPRISE SERVICES AGREEMENT
APPLICABLE TO GOVERNMENTAL USERS**

This Bitly Enterprise Services Agreement ("Agreement") is effective as of Feb 10, 2011 ("Effective Date") and is entered into by and between Bitly, Inc., a Delaware corporation with a place of business at 416 West 13th Street, #203, New York, NY 10014 ("Company") and the U.S. Department of the Interior, a United States Government entity with a place of business at 1949 C St. NW, Washington, DC 20240 ("DOI").

DOI is required, when entering into agreements with other parties, to follow applicable federal laws and regulations, including those related to ethics; privacy and security; accessibility; federal records; limitations on indemnification; fiscal law constraints; advertising and endorsements; freedom of information; and governing law and dispute resolution forum. Company and DOI (together, the "Parties") agree that modifications to the Company's standard Enterprise Services Agreement are appropriate to accommodate DOI's legal status, its public (in contrast to private) mission, and other special circumstances. This Agreement supersedes and replaces any other agreement between the parties, including the Company's Terms of Service.

The Parties agree as follows:

1. API LICENSE. Company grants DOI a license to access and use the Company's proprietary application programming interface that allows end users to shorten, share and track URLs ("Company API").

2. SERVICES. Company shall provide DOI with the following white-label/branded Bitly Enterprise services using Company's proprietary technology, tools, software and know-how ("Services") during the Term: (a) create shortened URLs using the URL listed in Exhibit A hereto ("DOI Designated URL") as directed by DOI and (b) conduct all redirects of the URLs using industry standard 301 redirect protocols. The Parties acknowledge and agree that Company's provision of the Services is conditioned upon DOI's use of the Company API to create shortened URLs. For the sake of clarity, the Data (as defined below) provided to DOI as part of the Services, is created by Company by aggregating publicly available web pages and data and certain Data is made publicly available on Company's website to Company's end users. DOI hereby grants Company a non-exclusive, non-sublicensable, royalty-free license to use the DOI Designated URL solely as necessary for Company to provide the Services. Company shall provide the Services to DOI in accordance with the terms and conditions of the Service Level Agreement attached hereto as Exhibit B ("SLA").

3. PAYMENT.

3.1 Fees. Company and DOI agree that monthly fees for all services provided under this Agreement are hereby waived for DOI use of the DOI Designated URL, 1.on.doi.gov, and for this DOI Designated URL only. All interested federal entities may utilize the DOI Designated URL, and will also receive all related services provided under this Agreement at no cost.

4. WARRANTY; DISCLAIMER.

4.1 Warranty. Company warrants that the Services will be provided in a professional and workmanlike manner. In the event of any breach of the foregoing warranty, DOI's sole and exclusive remedy and Company's sole and entire liability will be for Company to re-perform the affected Services.

4.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THE PRECEDING SENTENCE, COMPANY DOES NOT MAKE ANY, WARRANTIES OF ANY KIND. WITHOUT LIMITING THE FOREGOING SENTENCE, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL MEET DOI'S REQUIREMENTS, OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. COMPANY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR

IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, INTEGRATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE.

4.3 LIMITATION OF LIABILITY. COMPANY SHALL NOT BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) MATTER BEYOND ITS REASONABLE CONTROL, (B) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, (C) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL OR (D) DAMAGES, IN THE AGGREGATE, IN EXCESS OF THE FEES PAID TO COMPANY DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE CAUSE OF ACTION EVEN IF COMPANY HAS BEEN ADVISED OF THEIR POSSIBILITY. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

4.4 Exclusions. The Parties agree that nothing in the Limitation of Liability clause or elsewhere in the Agreement in any way grants Company a waiver from, release of, or limitation of liability pertaining to, any past, current, or future violation of federal law. All indemnification and damages provisions of the Agreement are hereby waived. Liability of DOI for any breach of the Agreement, or any claim arising from this Agreement, shall be determined under the Federal Tort Claims Act, or other governing authority. Liability of Company for any breach of this Agreement, or any claim arising from this Agreement, shall be determined by applicable federal law.

5. OWNERSHIP. Company shall own all right, title and interest in and to all data collected or generated by Company in connection with the Service ("Data"). Company understands and agrees that DOI may use, copy, and display the Data on DOI's websites in furtherance of DOI's governmental mission. In addition, Company understands and agrees that DOI may place all Data on www.Data.gov, and that anyone visiting www.Data.gov may also use, copy, and display the Data. DOI shall have no right to profit from Company's Data, nor shall it engage in any agreements to sublicense, sell, syndicate or otherwise profit from the Data with any third party. Company understands, however, that once the Data is placed on www.Data.gov, DOI would have no way to prevent website visitors from commercial use, and that DOI is not responsible for policing any possible subsequent commercial use of the Data that occurs outside of DOI.

6. CONFIDENTIALITY.

6.1 Confidentiality. Except as provided herein, neither party shall use or disclose any confidential or proprietary technical, financial or business information ("Proprietary Information") of the other party without its written consent. The receiving party shall use commercially reasonable care to protect the Proprietary Information (including providing access to only employees and contractors who have a need to know and are apprised of the all of the restrictions in this Agreement). Each party shall be responsible for any breach of confidentiality by its employees and contractors. Promptly on request, the receiving party shall return or, if so directed, destroy all Proprietary Information and all materials developed therefrom. Company recognizes that DOI may place a copy of this Agreement on www.Apps.gov and that it may be viewed by any federal DOI, office, or department.

6.2 Required Disclosure. Nothing herein shall prevent a receiving party from disclosing all or part of the other's Proprietary Information as necessary pursuant to any court order, lawful requirement of a governmental DOI or when disclosure is required by operation of law (including disclosures pursuant to any applicable securities law or regulation); provided, that prior to any such disclosure, the receiving party shall use reasonable efforts to (a) promptly notify the disclosing party in writing of such requirement to disclose, and (b) cooperate fully with the disclosing party in protecting against or minimizing any such disclosure or obtaining a protective order.

7. TERM AND TERMINATION.

Term. The term of this Agreement shall commence on the Effective Date and shall continue until either party gives thirty (30) days prior written termination notice to the other party. Upon commencement of this agreement, Company will provide DOI with the ability to archive all DOI URL mappings during the term of this agreement. Upon termination or expiration of this Agreement, all rights and obligations of the Parties under this Agreement shall immediately cease.

7.1 Survival. Notwithstanding any statement to the contrary contained herein, Sections 4.2, 4.3, 4.4., 4.5, 6, and 7.2, shall survive any termination or expiration of the Agreement.

8. PUBLICITY. Company agrees that the DOI's seals, trademarks, logos, service marks, trade names, and the fact that the DOI uses its services, shall not be used by Company in such a manner as to state or imply that Company's products or services are endorsed, sponsored or recommended by the DOI or generally by the Federal Government, or are considered by these entities to be superior to any other products or services. Company agrees not to display any DOI or government seals or logos on the Company's homepage or elsewhere on the Company's website, unless permission to do has been granted by the DOI or by other relevant federal government authority. Company may list the DOI's name in a publicly available customer list so long as the name is not displayed in a more prominent fashion than that of any other third party name. Within thirty (30) days after the Effective Date, the Parties (jointly or separately, as they may agree) shall release a public announcement concerning the Agreement that is reasonably acceptable to both Parties.

9. FORCE MAJEURE. Company's performance under the Agreement is subject to suspension, interruption or delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power surge or failure, communication or equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

10. NO COST AGREEMENT. Nothing in this Agreement obligates the DOI to expend appropriations or incur financial obligations. The Parties acknowledge and agree that none of the obligations arising from this Agreement are contingent upon the payment of fees by one party to the other. The Parties understand that fee-based services are categorically different than free services, and are subject to federal procurement rules and processes. Before an DOI decides to enter into a fee-based service that this Company or alternative providers may offer now or in the future, DOI must determine it has a need for those additional services for a fee, must consider the paid service's value in comparison with comparable services available elsewhere, must determine that DOI funds are available for payment, must properly use the Government Purchase Card if that Card is used as the payment method, must review any then-applicable Agreement for conformance to federal procurement law, and in all other respects must follow applicable federal acquisition laws, regulations, and DOI guidelines when initiating that separate, fee-based action.

11. SECURITY. Company will, in good faith, exercise due diligence using generally accepted commercial business practices for IT security, to ensure that systems are operated and maintained in a secure manner, and that management, operational and technical controls will be employed to ensure security of systems and data. Recognizing the changing nature of the Web, Company will continuously work with users to ensure that its products and services meet users' requirements for the security of systems and data. Company agrees to discuss implementing additional security controls as deemed necessary by DOI to conform to the Federal Information Security Management Act (FISMA, " "), 44 U.S.C. 3541 et seq.

12. FEDERAL RECORDS. DOI acknowledges that use of Company's site and services may require management of Federal records. DOI and user-generated content may meet the definition of Federal records as determined by the DOI. If the Company holds Federal records, the DOI and the Company must manage Federal records in accordance with all applicable records management laws and regulations, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), and regulations of the National Archives and Records Administration (NARA) at 36 CFR Chapter XII Subchapter B). Managing the records includes, but is not limited to, secure storage, retrievability, and proper disposition of all Federal records including transfer of permanently valuable records to NARA in a format and manner acceptable to NARA at the time of transfer. The DOI is responsible for informing the Company whether such requirements are applicable to the Services and ensuring that the Company is compliant with applicable records management laws and regulations through the life and termination of the Agreement.

13. GENERAL. This Agreement constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the Parties concerning the subject matter hereof. No modification, consent or waiver to this Agreement will be effective unless in writing and signed by the party against which enforcement is sought. The Parties shall be independent entities under this Agreement, and nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or as joint venturers or partners for any purpose. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement otherwise remains in full force and effect and enforceable. This Agreement shall be governed, construed and enforced in accordance with the federal laws of the United States of America. To the extent permitted by federal law, the laws of the State of New York will apply in the absence of federal law. Any notice hereunder will be effective upon receipt and shall be given in writing and delivered to the other party at its address above or at such other address designated by written notice. This Agreement and the rights and obligations hereunder may not be assigned, in whole or in part, by either party without the other party's written consent (which shall not be unreasonably withheld).

IN WITNESS WHEREOF, intending to be legally bound, the Parties have caused their authorized signatories to execute this Agreement as of the Effective Date.

BITLY, INC.

By: 
Name: **ANDREW COHEN**
Title: **CM**

U.S. DEPARTMENT OF THE INTERIOR

By: 
Name: Laura Davis
Title: Deputy Chief of Staff