

AMENDMENT TO GROUND SPEAK'S TERMS OF USE APPLICABLE TO GOVERNMENTAL USERS/MEMBERS

This Amendment, agreed to by both parties, applies to the following governmental agency/department ("Agency", "User", or "You"): U.S. Department of the Interior.

You, as a United States Government entity, are required, when entering into agreements with other parties, to follow applicable federal laws and regulations, including those related to ethics; privacy and security; accessibility; limitations on indemnification; fiscal law constraints; advertising and endorsements; freedom of information; and governing law and dispute resolution forum. Groundspeak Inc. ("Company" or "We") and You (together, the "Parties") agree that modifications to the Groundspeak's standard Terms of Use, available at <http://www.geocaching.com/about/termsfuse.aspx> (the "TOU") are appropriate to accommodate Your legal status, Your public (in contrast to private) mission, and other special circumstances. Accordingly, the TOU are hereby modified by this Amendment as they pertain to Agency's use of the Company web site and services.

A. Government entity: "You" within the TOU shall mean the Agency itself and shall not apply to, or bind (i) the individual(s) who utilize the Company site or services on Agency's behalf, or (ii) any individual users who happen to be employed by, or otherwise associated with, the Agency.

B. Public purpose: Any requirement(s) set forth within the TOU that use of the Company site and services be for private, personal and/or non-commercial purposes is hereby waived.

C. Indemnification: All indemnification and damages provisions of the TOU are hereby waived. Liability of Agency for any breach of the TOU or this Agreement, or any claim arising from the TOU or this Agreement, shall be determined under the Federal Tort Claims Act, or other governing authority. Liability of Company for any breach of the TOU or this Agreement, or any claim arising from the TOU or this Agreement, shall be determined by applicable federal law.

D. Governing law: The dispute resolution provision in the TOU is hereby deleted. The TOU and this Amendment shall be governed, interpreted and enforced in accordance with the federal laws of the United State of America.

E. Changes to standard TOU: Language in the standard TOU reserving to Company the right to change the TOU without notice at any time is hereby amended to grant You at least three days advance notice of any material change to the TOU. Company shall send this notice to the email address You designate at the time You sign up for service, and You shall notify Company of any change in the notification email address during the life of the Amendment.

F. Access and use: Company acknowledges that the Agency's use of Company's site and services may energize significant citizen engagement. Language in the TOU allowing Company to terminate service, stop any project or transaction, prevent or restrict access to the Site or to our services, or take any other action in case of technical problems, objectionable material, inaccurate project listings, inappropriately categorized projects, inaccuracies, unlawful projects or content, procedures or actions otherwise prohibited by our policies and rules, or close the Agency's account, at any time, for any reason, is modified to reflect the Parties' agreement that Company may unilaterally terminate service and/or terminate Agency's account only for breach of Agency's obligations under the TOU or its material failure to comply with the instructions and guidelines posted on the Site, or if Company ceases to operate its site or services generally. Company will provide Agency with a reasonable opportunity to cure any breach or failure on Agency's part.

G. Limitation of liability: The Parties agree that nothing in the Limitation of Liability clause or elsewhere in the TOU 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.

H. Uploading, deleting: The Parties understand and agree that You are not obligated to place any User Content on the Company site, and You reserve the right to remove any and all User Content at Your sole discretion.

I. No endorsement: Company agrees that Your seals, trademarks, logos, service marks, trade names, and the fact that You have a presence on the Company site and use 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 You or by any other element of the Federal Government, or are considered by these entities to be superior to any other products or services. Except for pages whose design and content is under the control of the Agency, or for links to or promotion of such pages, Company agrees not to display any Agency or government seals or logos on the Company's homepage or elsewhere on the Company Site, unless permission to do has been granted by the Agency or by other relevant federal government authority. Company may list the Agency'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.

J. No business relationship created: The Parties are independent entities and nothing in this Amendment or TOU creates an agency, partnership, joint venture, or employer/employee relationship.

K. No cost agreement: Nothing in this Amendment or TOU obligates You to expend appropriations or incur financial obligations. The Parties acknowledge and agree that none of the obligations arising from this Amendment or TOU are contingent upon the payment of fees by one party to the other.

L. Provision of data: In case of termination of service, within 30 days of such termination Company will provide you with all user-generated content that is publicly visible through the Sites You created at Company. Data will be provided in a commonly used file or database format as Company deems appropriate. Company will not provide data if doing so would violate its privacy policy, available at <http://www.geocaching.com/about/termsfuse.aspx> (Section 2).

M. Separate future action for fee based services: Company provides services at a basic level free of charge to the public, but this may change in the future. You acknowledge that while Company will provide You with some services and features for free, Company reserves the right to begin charging for those services and features at some point in the future. Company will provide you with at least 30 days advance notice of a change involving the charging of fees for the basic level of service. You also understand that Company may currently offer other premium and enterprise services for a fee. The Parties understand that fee based services are categorically different than free products, and are subject to federal procurement rules and processes. Before an Agency decides to enter into a premium or enterprise subscription, or any other fee-based service that this Company or alternative providers may offer now or in the future, You agree to determine your Agency has a need for those additional services for a fee, to consider the subscription's value in comparison with comparable services available elsewhere, to determine that Agency funds are available for payment, to properly use the Government Purchase Card if that Card is used as the payment method, to review any then-applicable TOU for conformance to federal procurement law, and in all other respects to follow applicable federal acquisition laws, regulations, and agency guidelines when initiating that separate action.

N. Assignment: Neither party may assign its obligations under this Amendment or TOU to any third party without prior written consent of the other.

O. Precedence; Further Amendment; Termination: This Amendment constitutes an amendment to the TOU; language in the TOU indicating it alone is the entire agreement between the Parties is waived. If there is any conflict between this Amendment and the TOU, or between this Amendment and other rules or policies on the Company site or services, this Amendment shall prevail. This Amendment may be further amended only upon written agreement executed by both Parties. Agency may close Agency's account and terminate this agreement at any time. Company may close Agency's account and terminate this agreement on 30 days written notice.

P. Posting and availability of this Amendment: The provision of the TOU requiring modifications to the TOU to be posted on Company's website is inapplicable since this Amendment is of limited, not general, application, and is otherwise waived for this special circumstance. The Parties agree this Amendment contains no confidential or proprietary information, and You may release it to the public upon request and to other agencies interested in using Company Site and services.

Q. 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.

Additional Items for Discussion and Possible Inclusion in this Agreement: Company understands current federal law, regulation and policy may affect Agency's use of the Company's products and services in ways not addressed in the list of clauses above. Much depends on the nature of the products and services offered by the Company (which may change from time to time), and how Agency intends to use those services (which also may change). The following are among the topics Agency may need to discuss with Company. Discussion of these items may lead to the insertion of additional clauses in this Agreement.

Privacy

Accessibility

Records Management (in addition to Clause N on "Provision of Data")

U.S. DEPARTMENT OF THE INTERIOR

GROUNDSPEAK, INC.

By:



Laura Davis, Associate Deputy Secretary

By:



Bryan Roth, Vice President

10/22/10

**Department of the Interior
Privacy Impact Assessment**

September 2010

Name of Project: Geocaching

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)

Lawrence Ruffin
OS Chief Information Security Officer
1849 C Street, NW
Washington, DC 20240
Phone: 202-208-5419
Fax: 202-501-7864
Email: Lawrence_Ruffin@ios.doi.gov

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

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

- 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 system, which is run by a third party, contains information identifiable to individuals (and will do so, whether or not DOI does business with the third party); however, DOI does not receive any of this information. Participation and information about individuals collected by GEOCACHING.com is voluntarily provided by users who choose to play the game as a function of their membership and "Terms of Use Agreement" with that service provider (Groundspeak, Inc.).

- 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, maintained, or used that is identifiable to the individual in the system, Sections D through G

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

can be marked not applicable. If YES complete all sections for system and any applicable minor applications).

The system, which is run by a third party, contains information identifiable to individuals (and will do so, whether or not DOI does business with the third party); 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 system, which is run by a third party, contains information about individuals who are members of the public; 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 system, which is run by a third party may contain information about individuals who are employees; however, DOI does not receive any of this information, nor have any technological means of determining whether or not individuals who are members of the service are also employees.

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

Geocaching.com is a treasure-hunt game using GPS coordinates and area descriptions to allow users to find hidden caches.

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)
n/a		

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

C. NEW MEDIA USE:

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

- i. What is DOI's intended or expected use of PII?**

ii. **With whom the agency will share PII?**

iii. **Will DOI maintain PII? What PII? For how long?**

iv. **How the DOI will secure PII that it uses or maintains?**

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?)

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

D. DATA IN THE SYSTEM:

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

Individuals who have chosen to play the game.

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

Information is voluntarily provided by users who choose to play the game.

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?**

Information is taken from the individual.

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

The U.S. Department of the Interior will provide location data, including GPS coordinates, to serve as cache locations within the game.

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

None.

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?**

No.

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

DOI will neither gather data on individuals, nor provide data on individuals.

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

Data on geocache locations will be verified via portable GPS unit.

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

DOI will gather no data on individuals.

- 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.

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. The information provided to geocaching.com may be in the form of pseudonyms. Only the e-mail address must be verified by geocaching.com and individuals may provide one-time-use (temporary) e-mail addresses.

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. Groundspeak (the provider of geocaching.com) may access the data in the system to alert users about new caches in their geographic area, changes to the site, and to allow individuals to log cache "finds" online. Also, Groundspeak may use information to analyze usage of the site, customize site content and layout, and improve product and service offerings.

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

Individuals may not access data on other individuals. Individuals may access their own information via their online registration passwords.

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

Users will have regular access to information about geocache locations, not each other.

- 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 will have no access to information on geocaching.com.

- 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?**

Geocaching.com is an existing software as a service application. DOI is not hiring geocaching.com, nor providing remuneration of any kind. DOI will provide location data on non-classified locations, not individuals.

- 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?**

Groundspeak (and the individuals themselves) has responsibility for its customers' privacy rights. DOI will simply provide location data for individuals to use in the game.

- 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

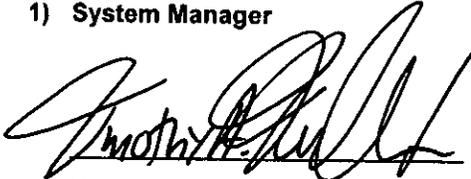
- 10) Who is responsible for assuring proper use of the data?**

N/A

See Attached Approval Page

The Following Officials Have Approved this Document

1) System Manager

 (Signature) 9/13/10 (Date)
Name: Tim Fullerton
Title: Director of New Media

OS
2) ~~NBC~~ Chief Information Security Officer

 (Signature) 9/13/10 (Date)
Name: Lawrence Ruffin
Title: OS Chief Information Security Officer (CISO)

3) Privacy Act Officer

 (Signature) 9/10/10 (Date)
Name: Rachel Drucker
Title: OS Privacy Officer

4) Reviewing Official

 (Signature) 11-24-10 (Date)
Name: Laura Davis
Title: Associate Deputy Secretary, Department of the Interior