

Standardized Disclaimer Statements for BLM

There are seven disclaimer statements documented below, please select the correct one that best meets the description of the dataset and document in the appropriate metadata elements.

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1. Category 1A: External Source (Non-BLM) Data, Publically Available**Version 1.0**

This is data that the BLM has received from external (non-BLM) sources without restrictions on how that data is used or distributed. This is data that is intended for internal use, however this data does constitute a BLM record and must follow the same records access rules as Agency data. This means that if a requestor is referred to the source agency but for some reason do not want to get the data from the source, BLM must treat it the same as any request for publicly available data.

ATTRIBUTE FOR METADATA ELEMENT: ACCESS CONSTRAINT
NON-BLM DATA – INTENDED FOR INTERNAL USE ONLY. These data are available to internal Bureau of Land Management (BLM) staff, contractors and partners. All other requests for this data will be referred to the source agency.
ATTRIBUTE FOR METADATA ELEMENT: USE CONSTRAINT
NON-BLM DATA - FOR INTERNAL USE ONLY. Users assume the entire risk associated with use of these data. The BLM has no liability for unintentional disclosure, or for any use or misuse of the data. Users bear all responsibility in determining the fitness of this data for the intended use. Users must consider the following: time sensitivity of the data; spatial differences in measure, projection, or accuracy; differences in terminology, description, or place names. External source Metadata might not be complete, or reliable, or observe BLM, Federal Geographic Data Committee or International Standards Organization standards. Users will assume that no attempts have been made to verify, correct, or complete the source metadata, except where noted in a process step – the data and metadata are “as is” from the source. The BLM attempts to ensure that the external data in corporate holdings is current. Users are responsible for verifying the timeliness of data. The BLM is not responsible for maintenance or update, and offers no warranty of data.
Users agree not to misrepresent the data, nor to imply that changes made were approved or endorsed by the BLM. Users will cite the source of this data in any products derived from this data. Users that modify data are obligated to describe in a process step the modifications made. The source organization might update this data without notification to users.
Users will accept the data as is, with all faults.
ATTRIBUTE FOR METADATA ELEMENT: DISTRIBUTOR LIABILITY
BLM INTERNAL USE. NOT FOR DISTRIBUTION. Distribution requests from outside the BLM for this data will be referred to the source. The BLM has no liability for the unintentional disclosure of data. The BLM assumes no responsibility for errors or omissions and makes no warranty to the accuracy, reliability, or completeness of this data for individual use or aggregate use with other data; nor shall the act of distribution to contractors, partners, or beyond, constitute any such warranty for individual or aggregate data use with other data. BLM computers successfully processed this data. The BLM makes no warranty, expressed or implied, regarding the use of this data on any other system, or for general or scientific purposes, nor does distribution constitute or imply any such warranty. The BLM has no liability for

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payment of any consequential, incidental, indirect, special, or tort damages of any kind, including, but not limited to, any loss of profits arising out of the use or reliance on the geographic data or arising out of the delivery, installation, operation, or support by BLM.

PROCESS STEP STATEMENT

A process step should be added to all non-BLM data with the following information:

- 1) The date BLM received the data and for what purpose. The process step should also include the source organization's URL and/or the method by which the data was received, as applicable.
- 2) BLM external source data constraints have been added to the Abstract, Access Constraints, Use Constraints, Distribution Constraints, and the date of the edits noted in the Metadata Maintenance page in the Maintenance Note element. The Citation/Title has been altered to meet BLM protocol. Keywords might have been added to satisfy BLM/ISO requirements. *(This statement should carry the metadata editor's contact information and date of edits.)*

ATTRIBUTE FOR METADATA ELEMENT: MAINTENANCE NOTE

Date of the last metadata edits should be recorded in the Maintenance Note element of the Metadata Maintenance section (written as "Last metadata review date: YYYYMMDD")

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2. Category 1A: Public Data**Version 1.0**

These are data made available to the public and are considered public domain. These data contain no sensitive information which would be prevented from disclosure by Freedom of Information Act (FOIA), the Privacy Act or other laws. These data are releasable without a FOIA Request.

ATTRIBUTE FOR METADTA ELEMENT: ACCESS CONSTRAINT
None, these data are considered public domain.
ATTRIBUTE FOR METADTA ELEMENT: USE CONSTRAINT
<p>These data are provided by Bureau of Land Management (BLM) “as is” and might contain errors or omissions. The User assumes the entire risk associated with its use of these data and bears all responsibility in determining whether these data are fit for the User’s intended use.</p> <p>The information contained in these data is dynamic and may change over time. The data are not better than the sources from which they were derived, and both scale and accuracy may vary across the data set. These data might not have the accuracy, resolution, completeness, timeliness, or other characteristics appropriate for applications that potential users of the data may contemplate. The User is encouraged to carefully consider the content of the metadata file associated with these data. These data are neither legal documents nor land surveys, and must not be used as such. Official records may be referenced at most BLM offices. Please report any errors in the data to the BLM office from which it was obtained.</p> <p>The BLM should be cited as the data source in any products derived from these data. Any Users wishing to modify the data should describe the types of modifications they have performed. The User should not misrepresent the data, nor imply that changes made were approved or endorsed by BLM. This data may be updated by the BLM without notification.</p> <p><i>(Optional paragraph for additional use constraints, as needed, depending on the data being released. For example: These data were digitized and edited from best available sources at scales ranging from 1:24,000 up to 1:500,000. These data are for general purposes related to Geographic Information System and mapping applications at small to intermediate geographic scales. Users are cautioned that digital enlargement of these data to scales larger than that at which they were originally mapped can cause misinterpretation. Users are further cautioned that these data and interpretations derived from them do not eliminate the need for onsite survey and evaluation of specific sites. OR These data were collected only on those lands managed by the BLM. OR This raptor nest data was collected piece-meal from various small surveys over a 5-year period and do not constitute an intensive survey for nests. Nests might be missing.</i></p>

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ATTRIBUTE FOR METADTA ELEMENT: DISTRIBUTOR LIABILITY

The BLM assumes no responsibility for errors or omissions. No warranty is made by the BLM as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data; nor shall the act of distribution to contractors, partners, or beyond, constitute any such warranty for individual or aggregate data use with other data. Although these data have been processed successfully on computers of BLM, no warranty, expressed or implied, is made by BLM regarding the use of these data on any other system, or for general or scientific purposes, nor does the fact of distribution constitute or imply any such warranty. In no event shall the BLM have any liability whatsoever for payment of any consequential, incidental, indirect, special, or tort damages of any kind, including, but not limited to, any loss of profits arising out of the use or reliance on the geographic data or arising out of the delivery, installation, operation, or support by BLM.

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3. Category 1B: Public Data, Reviewed before Release**Version 1.0**

This is BLM data that may contain protected information that must be considered for segregation prior to release to the public. These data must be reviewed for potential protected information prior to release.

ATTRIBUTE FOR METADATA ELEMENT: ACCESS CONSTRAINT
Generally releasable. However, the data must be reviewed prior to release to assure that no protected data is contained within the dataset.
ATTRIBUTE FOR METADATA ELEMENT: USE CONSTRAINT
<p>These data are provided by Bureau of Land Management (BLM) “as is” and might contain errors or omissions. The User assumes the entire risk associated with its use of these data and bears all responsibility in determining whether these data are fit for the User’s intended use.</p> <p>The information contained in these data is dynamic and may change over time. The data are not better than the sources from which they were derived, and both scale and accuracy may vary across the data set. These data might not have the accuracy, resolution, completeness, timeliness, or other characteristics appropriate for applications that potential users of the data may contemplate. The User is encouraged to carefully consider the content of the metadata file associated with these data. These data are neither legal documents nor land surveys, and must not be used as such. Official records may be referenced at most BLM offices. Please report any errors in the data to the BLM office from which it was obtained.</p> <p>The BLM should be cited as the data source in any products derived from these data. Any Users wishing to modify the data should describe the types of modifications they have performed. The User should not misrepresent the data, nor imply that changes made were approved or endorsed by BLM. This data may be updated by the BLM without notification.</p> <p><i>(Optional paragraph for additional use constraints, as needed, depending on the data being released. For example: These data were digitized and edited from best available sources at scales ranging from 1:24,000 up to 1:500,000. These data are for general purposes related to Geographic Information System and mapping applications at small to intermediate geographic scales. Users are cautioned that digital enlargement of these data to scales larger than that at which they were originally mapped can cause misinterpretation. Users are further cautioned that these data and interpretations derived from them do not eliminate the need for onsite survey and evaluation of specific sites. OR These data were collected only on those lands managed by the BLM. OR This raptor nest data was collected piece-meal from various small surveys over a 5-year period and do not constitute an intensive survey for nests. Nests might be missing.)</i></p>
ATTRIBUTE FOR METADATA ELEMENT: DISTRIBUTOR LIABILITY
The BLM assumes no responsibility for errors or omissions. No warranty is made by the BLM as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data; nor shall the act of distribution to contractors, partners, or beyond, constitute any such warranty for individual or aggregate data use with other data. Although these data have been processed successfully on computers of BLM, no warranty, expressed or implied, is made by BLM regarding the use of these data on any other system, or for general or scientific purposes, nor does the fact of distribution constitute or imply any such warranty. In no event shall the BLM have any liability whatsoever for payment of

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any consequential, incidental, indirect, special, or tort damages of any kind, including, but not limited to, any loss of profits arising out of the use or reliance on the geographic data or arising out of the delivery, installation, operation, or support by BLM.

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4. Category 2: NonPublic, NonBLM Data (with Data Sharing Agreement)**Version 1.0**

These constraints and metadata entry guidelines are recommended for non-BLM, non-publicly accessible data that is intended for internal BLM use only. Non-public data might be available to the BLM by formal or informal data sharing agreements with another agency or organization. Data sharing agreements may be obtained through the BLM Records Management Section. This is non-BLM data, subject to the terms of a data sharing agreement between the BLM and an outside agency or organization, and is not for public release.

ATTRIBUTE FOR METADATA ELEMENT: ACCESS CONSTRAINT
NON-BLM DATA - FOR INTERNAL USE ONLY - NOT FOR DISTRIBUTION. These data are available to appropriate Bureau of Land Management (BLM) staff, contractors, and partners. All other requests for this data will be referred to the source agency. This data might contain sensitive information and can be released by the source agency, subject to FOIA limitations.
ATTRIBUTE FOR METADATA ELEMENT: USE CONSTRAINT
NON-BLM DATA – USE IS SUBJECT TO DATA SHARING AGREEMENT. All use must conform to the restrictions placed on the User by the Data Sharing Agreement on file in Records Management and as follows: <i>[add specific restrictions from the data sharing agreement as appropriate]</i> . Users will take all measures to ensure this data is protected from disclosure. Users assume the entire risk associated with use of this data. The BLM has no liability for unintentional disclosure, or for any use or misuse of this data. Users bear all responsibility in determining the fitness of this data for the intended use. Users must consider the following: time sensitivity of the data; spatial differences in measure, projection, or accuracy; differences in terminology, description, or place names. External source metadata might not be complete, reliable, or observe BLM, Federal Geographic Data Committee or International Standards Organization standards. In the event of highly sensitive data the source organization might have modified the data for release. Users will assume that no attempts have been made to verify, correct, or complete the source metadata except where noted in a process step – the data and metadata are “as is” from the source. The BLM attempts to ensure that the external data in corporate holdings is current. Users are responsible for verifying the timeliness of data. The BLM is not responsible for maintenance or update, and offers no warranty of data. Users agree not to misrepresent the data, nor to imply that changes made were approved or endorsed by the BLM. Users will cite this data as source data in any products derived from this data. Users that modify data are obligated to describe in a process step the modifications made. The source organization might update this data without notification to users. Users will accept the data as is, with all faults
ATTRIBUTE FOR METADATA ELEMENT: DISTRIBUTOR LIABILITY
BLM INTERNAL USE. NOT FOR DISTRIBUTION. Distribution requests from outside the BLM for this data will be referred to the source organization. The BLM has no liability for the unintentional disclosure of data. The BLM assumes no responsibility for errors or omissions and makes no warranty to the accuracy, reliability, or completeness of this data for

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individual use or aggregate use with other data; nor shall the act of distribution to contractors, partners, or beyond, constitute any such warranty for individual or aggregate data use with other data. BLM computers successfully processed this data. The BLM makes no warranty, expressed or implied, regarding the use of this data on any other system, or for general or scientific purposes, nor does distribution constitute or imply any such warranty. The BLM has no liability for payment of any consequential, incidental, indirect, special, or tort damages of any kind, including, but not limited to, any loss of profits arising out of the use or reliance on the geographic data or arising out of the delivery, installation, operation, or support by BLM.

PROCESS STEP STATEMENT

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- 1) The date BLM received the data and for what purpose. The process step should also include the source organization's URL and/or the method by which the data was received, as applicable.
- 2) BLM external source data constraints have been added to the Abstract, Access Constraints, Use Constraints, Distribution Constraints, and the date of the edits recorded on the Metadata Maintenance page in the Maintenance Note element. The Citation/Title has been altered to meet BLM protocol. Keywords might have been added to satisfy BLM/ISO requirements. *(This statement should carry the metadata editor's contact information and date of edits.)*

ATTRIBUTE FOR METADATA ELEMENT: MAINTENANCE NOTE

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5. Category 2: NonPublic Data, Internal Use**Version 1.0**

This is for BLM data (records) that require a FOIA request prior to release. In the past these have been called “non-public data”, and are for internal use only, and not for distribution. Non-public data could contain information that should not be disclosed to the public and may be protected by exemptions to the Freedom of Information Act (FOIA). Some examples of potential exemptions: Exemption 3 would have to be specific to the statute to apply. For example in BLM we may use 16 U.S.C. 470hh as for protection of items at a archaeological dig. See <http://www.justice.gov/oip/exemption3.pdf> and 16 U.S.C. 470hh for further info. We might also use 16 U.S.C. 5937 for the National Parks Omnibus management act at the same URL. Exemption 4 involves trade secrets and commercially submitted information, which is proprietary in nature, however the information must be submitted in particular way.

See <http://www.justice.gov/oip/docs/exemption4.pdf>. Exemption 4 is very narrowly applied and there are threshold requirements which apply to the information. Exemption 5 protects interagency or intra-agency communications or memorandums and draft or decisions. It can also protect information obtained from consultants.

ATTRIBUTE FOR METADATA ELEMENT: ACCESS CONSTRAINT
<u>NON-PUBLIC. NOT FOR DISTRIBUTION.</u> Although these data might be available to internal Bureau of Land Management (BLM) staff, contractors and partners, they should not be released. These data might contain sensitive information, and can only be accessed by the public through a FOIA request.
ATTRIBUTE FOR METADATA ELEMENT: USE CONSTRAINT
<u>NON-PUBLIC. BLM INTERNAL USE ONLY. NOT FOR DISTRIBUTION.</u> The User should take reasonable measures to ensure that these data are protected from disclosure. The User assumes the entire risk associated with its use of these data. The BLM shall not be held liable for unintentional disclosure, nor for any use or misuse of the data described or contained herein. The User bears all responsibility in determining whether these data are fit for the User’s intended use.
The BLM should be cited as the data source in any products derived from these data. Any Users wishing to modify the data are obligated to describe within the process history section of the metadata the types of modifications they have performed. The User specifically agrees not to misrepresent the data, nor to imply that changes made were approved or endorsed by BLM. This data may be updated by BLM without notification to Users.
The information contained in these data is dynamic and might change over time. The data are not better than the sources from which they were derived, and both scale and accuracy may vary across the data set. These data might not have the accuracy, resolution, completeness, timeliness, or other characteristics appropriate for applications that potential users of the data may contemplate. The User is encouraged to carefully consider the content of the metadata file

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associated with these data. These data are neither legal documents nor land surveys, and must not be used as such. Official records may be referenced at most BLM offices. Please report any errors in the data to the BLM office from which it was obtained.

(Optional paragraph for information specific to the dataset, for example: These data were digitized and edited from best available sources at scales ranging from 1:24,000 to 1:500,000. These data were developed in support of the Western Sahara Resource Management Plan (RMP). Users are cautioned that these data should only be considered a supplement to the RMP, and not a substitute for the RMP. These data do not eliminate the need for onsite survey and evaluation of specific sites. The User should ensure that they have the latest version of these data.)

ATTRIBUTE FOR METADATA ELEMENT: DISTRIBUTOR LIABILITY

BLM INTERNAL USE. NOT FOR DISTRIBUTION. The BLM will not be held liable for the unintentional disclosure of these data. The BLM assumes no responsibility for errors or omissions. No warranty is made by the BLM as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data; nor shall the act of distribution to contractors, partners, or beyond, constitute any such warranty for individual or aggregate data use with other data. Although these data have been processed successfully on computers of BLM, no warranty, expressed or implied, is made by BLM regarding the use of these data on any other system, or for general or scientific purposes, nor does the fact of distribution constitute or imply any such warranty. In no event shall the BLM have any liability whatsoever for payment of any consequential, incidental, indirect, special, or tort damages of any kind, including, but not limited to, any loss of profits arising out of the use or reliance on the geographic data or arising out of the delivery, installation, operation, or support by BLM.

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6. Category 2: Privacy Data**Version 1.0**

Data containing Privacy Act Information will be stripped of that data before being released to the public, and must be requested through a Freedom of Information Act (FOIA)/Privacy Act request. Metadata containing the names of originators, authors, and contacts and their work contact information is not considered Privacy Act Information and should not be redacted (WO IM 2009-001 change 1). These data require a FOIA request.

ATTRIBUTE FOR METADATA ELEMENT: ACCESS CONSTRAINT
<u>NON-PUBLIC. BLM INTERNAL USE ONLY.</u> These data might contain sensitive information, and may not be releasable under the Privacy Act. Access to these records is limited to <u>AUTHORIZED PERSONS ONLY.</u>
ATTRIBUTE FOR METADATA ELEMENT: USE CONSTRAINT
<u>NON-PUBLIC. BLM INTERNAL USE ONLY. NOT FOR DISTRIBUTION.</u> The information contained in these data is dynamic and may change over time. The data are not better than the sources from which they were derived, and both scale and accuracy might vary across the dataset. These data might not have the accuracy, resolution, completeness, timeliness, or other characteristics appropriate for applications that potential users of the data may contemplate. The User is encouraged to carefully consider the content of the metadata file associated with these data. These data are neither legal documents nor land surveys, and must not be used as such. Official records may be referenced at most BLM offices. Please report any errors in the data to the BLM office from which it was obtained.
<p>The BLM should be cited as the data source in any products derived from these data. Any Users wishing to modify the data are obligated to describe within the process history section of the metadata the types of modifications they have performed. The User specifically agrees not to misrepresent the data, nor to imply that changes made were approved or endorsed by BLM. This data may be updated by the BLM without notification. By using these data you hereby agree to these conditions.</p> <p><i>(Optional paragraph for information specific to the dataset, for example: These data were digitized and edited from best available sources at scales ranging from 1:24,000 to 1:500,000. These data were developed in support of the Western Sahara Resource Management Plan (RMP). Users are cautioned that these data should only be considered a supplement to the RMP, and not a substitute for the RMP. These data do not eliminate the need for onsite survey and evaluation of specific sites. The User should ensure that they have the latest version of these data.)</i></p>
ATTRIBUTE FOR METADATA ELEMENT: DISTRIBUTION LIABILITY
<u>BLM INTERNAL USE AND DISTRIBUTION TO AUTHORIZED PERSONS ONLY.</u> Information may not be disclosed from this file unless permitted by current Federal regulations (43 CFR 2.56). These records may not be altered or destroyed except as authorized by current Federal regulations (43 CFR 2.52). The Privacy Act contains penalties for knowingly and

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willfully disclosing information from this file unless properly authorized.

The BLM will not be held liable for the unintentional disclosure of these data. The BLM assumes no responsibility for errors or omissions in these data. No warranty is made by the BLM as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data; nor shall the act of distribution to contractors, partners, or beyond, constitute any such warranty for individual or aggregate data use with other data. Although these data have been processed successfully on computers of BLM, no warranty, expressed or implied, is made by BLM regarding the use of these data on any other system, or for general or scientific purposes, nor does the fact of distribution constitute or imply any such warranty. In no event shall the BLM have any liability whatsoever for payment of any consequential, incidental, indirect, special, or tort damages of any kind, including, but not limited to, any loss of profits arising out of the use or reliance on the geographic data or arising out of the delivery, installation, operation, or support by BLM.

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7. Category 2: NonPublic Unverified (Draft) Data**Version 1.0**

Unverified (draft) data is when all three of the following criteria apply: (1) data have not been verified to the satisfaction of the appropriate BLM manager, (2) the system containing the data is still in a development stage, and (3) release of the records would affect BLM decisions regarding the verification of the data or development of the project. This data falls under FOIA exemption 5 (Pre-Decisional data). The most common type of data that would fall into this category is Environmental Impact Study (EIS) data or planning level data prior to it being released to the public for comment. Once the decision has been made to release specific records, those records may not be withheld in the future and the Access Constraint should be changed to reflect its new access level. The Freedom of Information Act (FOIA) exemptions might apply to all or part of the data and may require a FOIA request.

ATTRIBUTE FOR METADATA ELEMENT: ACCESS CONSTRAINT
<u>NON-PUBLIC. BLM INTERNAL USE ONLY.</u> Unverified Dataset. These data will be restricted to internal BLM staff, contractors and partners directly involved with developing the associated planning documents. These data might contain sensitive information, and may only be accessed by the public by filing a FOIA request, which may or may not be granted depending on the applicable FOIA exemption(s).
ATTRIBUTE FOR METADATA ELEMENT: USE CONSTRAINT
<u>NON-PUBLIC, BLM INTERNAL USE ONLY. NOT FOR DISTRIBUTION.</u> NO WARRANTY IS MADE BY BLM AS TO THE ACCURACY, RELIABILITY, OR COMPLETENESS OF THESE DATA FOR INDIVIDUAL USE OR AGGREGATE USE WITH OTHER DATA. The User is cautioned that these data have not been verified, and have not been approved for release. The User should take reasonable measures to ensure that these data are protected from disclosure. Although these data might be available to internal BLM staff, contractors or partners; the quality and fit for use of these data should be considered unknown. The User is advised that the content of the metadata file associated with these data might be incomplete. The User assumes the entire risk associated with its use of these data. The BLM shall not be held liable for unintentional disclosure; nor for any use or misuse of the data described or contained herein. Further, the BLM assumes no liability for the current accuracy, reliability, completeness or utility of these data on any system or for any general or scientific purposes. The User bears all responsibility in determining whether these data are fit for the User's intended use. These data are neither legal documents nor land surveys, and must not be used as such. Official records can be referenced at most BLM offices. Please report any errors in the data to the BLM office from which it was obtained.
Any products derived from these data should clearly identify the source as unverified data. They must also include the statement "REVIEW AND/OR DISPLAY COPY - NOT FOR DISTRIBUTION." The BLM should be cited as the data source in any products derived from these data. Any Users wishing to modify the data are obligated to describe within the process history section of the metadata the types of modifications they have performed. The User

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specifically agrees not to misrepresent the data, nor to imply that changes made were approved or endorsed by BLM. This data may be updated by the BLM without notification.

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BLM INTERNAL USE. NOT FOR DISTRIBUTION. The BLM will not be held liable for the unintentional disclosure of these data. The BLM assumes no responsibility for errors or omissions. No warranty is made by the BLM as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data; nor shall the act of distribution to contractors, partners, or beyond, constitute any such warranty for individual or aggregate data use with other data. Although these data have been processed successfully on computers of BLM, no warranty, expressed or implied, is made by BLM regarding the use of these data on any other system, or for general or scientific purposes, nor does the fact of distribution constitute or imply any such warranty. In no event shall the BLM have any liability whatsoever for payment of any consequential, incidental, indirect, special, or tort damages of any kind, including, but not limited to, any loss of profits arising out of the use or reliance on the geographic data or arising out of the delivery, installation, operation, or support by BLM.