

Letter of Agreement
Between
The Bureau of Labor Statistics
And
[Organization]

I. Background and Scope

The Bureau of Labor Statistics (BLS) intends to provide access to the Census of Fatal Occupational Injuries (CFOI) research file on CD-ROMs to the [Organization], hereinafter "the recipient," for statistical purposes only, in accordance with the provisions of this agreement. The data will be used only for statistical reporting and analysis for a research project specified in Section IV of this agreement.

The CFOI research file contains coded data items that include the demographic characteristics of the decedent and information on how the fatal incident occurred. The CFOI data do not include personal identifiers. In addition, there are no State codes in the CFOI research file. Each record is classified into one of four Census region codes to facilitate analysis by region of the country.

II. Bureau of Labor Statistics Interest

The research conducted by the recipient under this agreement will provide, at no cost to the BLS, a means for detailed analysis of the CFOI data. Such research is valuable to the mission of the program as a tool to disseminate the CFOI data to a wider audience and to promote the continued use of these data.

III. Nature of this Agreement and Status of Agents

The purpose of this agreement is to permit the recipient to conduct important studies for the benefit of the recipient by allowing the recipient access to confidential CFOI data. The BLS is permitting revocable access under the terms of this agreement because this agreement furthers important programs of the BLS, as set forth in Section II. The parties do not view this agreement as involving the provision of any services to the BLS or government of the United States by the recipient or by any agents designated pursuant to this agreement. Agents may be appointed on a temporary basis only. Agents will not be regarded as employees of the government for any purpose. Neither the BLS, the recipient, nor any agents intend that there be any payment or compensation of any kind by the BLS or the government in connection with the agents' or recipient's activities under this agreement. The parties further understand and agree that:

- (1) The BLS may discontinue or suspend any access to its information at any time.
- (2) Either party may terminate this agreement at any time by providing written notice to the other.

- (3) Neither this agreement nor any agent agreement nor any termination thereof will result in any legal liability by the BLS or the government.
- (4) Termination of this agreement or of any agent agreement will not affect any obligation of the recipient or designated agents to safeguard confidential data or any license provided to the government pursuant to Section IX.

IV. Description of Project Requiring the Use of CFOI Data

[Provide a description of the project and the work involved. Include in this description language making it clear that the project is exclusively statistical and does not contemplate any release to the public of identifiable data. Also include any more specific information on data to be made available.]

V. Project Coordinators

For BLS: [Name]
 [Title]
 [Address]
 Phone: [Phone number]
 Email: [E-mail]

For Recipient: [Name]
 [Title]
 [Address]
 Phone: [Phone number]
 Email: [E-mail]

VI. Responsibility for Compliance

The recipient promises to comply with all provisions of this agreement and to ensure that all agents designated pursuant to this agreement will comply with these requirements.

VII. Responsibilities of the Recipient and Agents

A. In its discretion, the BLS may designate agents authorized to carry out activities subject to this agreement. No agent designations shall become effective unless approved by the Commissioner of the BLS or her designee and until an agent agreement satisfactory to the BLS is signed by the agent candidate and by the Commissioner or her designee. At the present time, it is contemplated by the parties that only the following person(s) will be designated as agents:

- 1. [Name, Position/Title]

B. The BLS may revoke an agent agreement at any time and without advance notice. The recipient may, from time to time, request that additional agents be designated by the BLS or that a current agent agreement be revoked. The recipient shall notify the BLS Project Coordinator whenever an agent is no longer associated with the recipient or where the continuation of an agency arrangement may endanger the confidentiality of data.

- C. All agents will perform activities subject to this agreement under the supervision and control of the BLS Project Coordinator or any other BLS official that the BLS designates. The BLS will notify the recipient of any such designations.
- D. BLS designated agents must complete confidentiality training provided by the BLS both at the start of their project and on an annual basis thereafter for the duration of this agreement.
- E. All agents must agree, in writing, to comply with all provisions of law that affect information acquired by that agency, including, among other laws, the Privacy Act. They must specifically swear to comply with the provisions of Section 512 of the "Confidential Information Protection and Statistical Efficiency Act" (CIPSEA), 44 U.S.C. § 3501 note (Exhibit A). Agents who improperly disclose confidential information may be subject to criminal sanctions.
- F. The recipient will ensure that there will be no access to confidential material by any person other than an agent designated under this agreement. Neither the recipient nor any agent designated pursuant to this agreement will use confidential information for any purpose other than a statistical purpose. The recipient and agents agree not to disclose or publish confidential information or allow access to such information to any persons other than agents designated pursuant to this agreement or authorized BLS employees.
- G. All outputs prepared using confidential information must be submitted to the BLS Project Coordinator for confidentiality review and will not be removed from the place of performance or published or released to any individual other than an authorized BLS employee or agent until cleared by the BLS Project Coordinator. The recipient and designated agents will be bound by the determinations of the BLS Project Coordinator or other BLS official designated by the Commissioner to clear such outputs.
- H. For the purposes of this agreement, "confidential information" includes:
 - 1. the confidential source documents and other media provided by the BLS; and
 - 2. any disks; tapes; documents, including notes; or other media produced as a result of the work provided for in this agreement that contain or are derived from BLS information, which contains any representation of information that permits the identity of participants in BLS statistical programs to be reasonably inferred by either direct or indirect means. This includes survey sample composition, lists of reporters, names of respondents, and brand names, regardless of the source of such lists or names.
- I. Unless specifically authorized in Section IV, the recipient agrees not to attempt to link BLS confidential information with individually identifiable records from any BLS or non-BLS data set. The recipient agrees that it is able legally to extend to the BLS permission to access all non-BLS data for the purposes of conducting confidentiality reviews of outputs derived from linked data and reviewing the recipient's adherence to the confidentiality and security provisions of this agreement. All new data sets created from linking BLS confidential information with other data are protected by CIPSEA and must be handled in accordance with this agreement.

- J. Neither the recipient nor designated agents will use the CFOI research file for the purpose of identifying in any way persons or business establishments. If the identity of a person or business establishment is inadvertently discovered, the recipient and its agents will make no use of this knowledge and will hold the identity of the person or business establishment in confidence.
- K. The recipient and all agents must comply with all security provisions contained in Section VIII of this agreement. The recipient will ensure that agents comply with these requirements.

VIII. Security Provisions

- A. All work provided for under this agreement shall be performed at the recipient's institution in locations approved by the BLS Project Coordinator. This excludes any residential facilities maintained by the institution. At the present time, BLS has approved the following location(s):

- 1. [room number and building name]

All confidential information must be stored in a locked receptacle in one of these locations. Only authorized employees of the BLS and agents of the BLS shall have access to the locked receptacle. Requests for changes to these locations must be submitted in writing to the BLS Project Coordinator. No changes may be made until approved in writing by the BLS Project Coordinator.

- B. The recipient agrees not to divulge, publish, reproduce, or otherwise disclose, orally or in writing, the confidential information, in whole or in part, to any individual other than authorized persons.
- C. The recipient agrees to allow employees or agents of the BLS access to its facility, if requested, for the purpose of reviewing the recipient's adherence to the confidentiality and security provisions of this agreement.
- D. The recipient agrees to implement safeguards satisfactory to the BLS to prevent unauthorized access, by electronic or physical means, to the CFOI research file and electronic outputs created from it. Where satisfactory to the BLS, the CFOI research file and these outputs may be copied to and stored on a network server, mainframe computer, desktop computer, or other non-portable storage media and may be accessed by modem or other electronic communication device, provided that the information is protected by password and other secure means to prevent unauthorized access. The data may not be stored on portable computing devices such as laptops or tablet PC, or accessed by an electronic communication service, such as the Internet. The data may not be accessed by modem or other electronic communication device from a location other than that specified in Section VIII, paragraph A.
- E. The recipient agrees to notify the BLS Project Coordinator immediately upon discovering:
 - (1) any breach or suspected breach of security, or
 - (2) any unauthorized disclosure or use of the confidential information.

- F. The recipient and designated agents agree to notify the BLS Project Coordinator immediately upon receipt of any legal, investigatory, or other demand for access to the confidential information in any form.
- G. The recipient agrees not to contract, subcontract, or transfer and to ensure that agents do not contract, subcontract, or transfer any work in the performance of the agreement.
- H. The recipient will review all laws applicable to the confidentiality of data provided under this agreement and ensure that all agents designated under this agreement review such materials and are fully familiar with their obligations to safeguard confidential data.

IX. License to Use Materials

The recipient grants and will ensure that all agents grant to the government of the United States a non-exclusive, royalty-free, and irrevocable license to reproduce and use for any governmental purposes, including distribution of materials to the public, any product developed by the recipient, including its agents, which is produced under this agreement, as well as create derivative works from any such product, by any present or future means now known or hereafter developed, without geographic restriction.

X. Publication of Research Findings

- A. The recipient will use reasonable efforts to ensure that the end product of the study produced pursuant to this agreement is published or otherwise made available to the public. The recipient shall transmit to BLS copies of any final reports, charts, research articles, or other media upon its publication or release.
- B. Agents will include in all final publicly released reports, work products, or research outputs, the following disclaimer: "This research was conducted with restricted access to Bureau of Labor Statistics (BLS) data. The views expressed here do not necessarily reflect the views of the BLS."

XI. Modifications of this Agreement

Modifications to this agreement may only be made in writing and signed by the Commissioner or a designated representative of the BLS and by a duly authorized representative of the recipient. The Project Coordinators are not authorized to take any action to change the terms or provisions of this agreement.

XII. Duration of this Agreement

- A. After [specify agreed upon time not to exceed three years] from the date of this agreement, or at an earlier time, if required by the BLS Project Coordinator, all source documents or other media provided to the recipient by the BLS must be returned to the BLS Project Coordinator. Any documents or media, including computer hard drives, created by the recipient that contain confidential information must be destroyed, deleted, or disposed of in a manner satisfactory to the BLS Project Coordinator. The recipient's failure to surrender such materials promptly may be a violation of 18 U.S.C. Section 641.

- B. If the recipient needs to keep the confidential information for longer than (specify other agreed upon time not to exceed three years) or requires subsequent years' data, the recipient's Project Coordinator may request in writing subsequent data and/or an extension of a specified additional period of time from the BLS Project Coordinator. No such authority shall be granted, except when requested in writing by the recipient and approved in writing by the Commissioner or a designated representative of the BLS. Subsequent years' data are subject to the provisions specified in this agreement.

XIII. Approvals

This agreement is effective on the date that both parties have affixed their signatures. The parties hereby agree to the terms and conditions of the above agreement.

[name]
Associate Commissioner
for [program]
Bureau of Labor Statistics

Date

[Name & Title]
[Organization]

Date