

Offsite NLS-LOA # xxxx

Letter of Agreement
Between
The Bureau of Labor Statistics
And
(Name of Recipient Organization)

I. Background and Scope

The Bureau of Labor Statistics (BLS) intends to provide access to (name of data file) on CD-ROMs to (name of organization), hereinafter "the recipient," for statistical purposes only, in accordance with the provisions of this agreement. The data will be used only in aggregated multivariate statistical analyses for a research project specified in Section IV of this agreement. The BLS will not provide any personal identifiers.

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 NLSY data. Such research is valuable to the mission of the NLSY program as a tool to disseminate the NLSY 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 Geocode 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 Section IX.

IV. Description of Project Requiring the Use of Geocode 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 number)
(Email)

For Recipient: (Name & Title)
(Address)
(Phone number)
(Email)

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 persons will be designated as agents:

1. name, 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. 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.
- G. The recipient will ensure that there will be no access to confidential information 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.
- H. The recipient and designated agents will not attempt to link the confidential information with individually identifiable records from any data set.
- I. Neither the recipient nor designated agents will use the Geocode data file for the purpose of identifying persons in any way. If the identity of a person is inadvertently discovered, the recipient and agents will make no use of this knowledge and will hold the identity of the person in confidence.
- J. Research outputs intended for release or publication must not include or reveal the characteristics of an individual respondent. Also, these outputs must not reveal characteristics of the sampling frame. Explicitly naming the primary sampling units is prohibited.
- K. Research outputs intended for release or publication must not present data or observation counts at any geographic level below the State level. Presentation of data or observation counts at the level of county, city, MSA, or primary sampling unit is prohibited. Further, publication at the State or multi-State level is permitted only if the current population of the State aggregate exceeds 5% of the population of the US. If the recipient has questions regarding the level of detail of NLSY data or observations that may be published, the questions should be directed to the BLS Project Coordinator.
- L. The Recipient Project Coordinator must submit for confidentiality review any research output intended for release or publication that could raise reasonable questions regarding any compromise or breach of confidentiality or any disclosure of individually identifiable information. Where such reasonable questions exist, such outputs may not be released

or published without the advance written approval of the BLS Project Coordinator. The recipient and designated agents will be bound by the determinations of the BLS Project Coordinator.

- M. For this NLSY Geocode LOA, in addition to submissions under VII. L., the BLS Project Coordinator may require the submission for BLS review of any research output from the project intended for release or publication. The scope of this review will be solely to determine compliance with CIPSEA and the Privacy Act, and to ensure adherence to the confidentiality and security provisions established under Sections VII and VIII of this agreement. BLS will notify the Recipient Project Coordinator within three months of the execution of this agreement if research outputs will need to be submitted for review. However, BLS reserves the right to require submission of research outputs at any time if BLS, in its sole discretion, believes a violation of this agreement may have occurred. BLS will complete its review of outputs and notify the Recipient Project Coordinator as soon as possible, not to exceed sixty (60) days after receipt. Agents may not disseminate research outputs until BLS has completed its review and a written authorization has been provided to the Recipient Project Coordinator. The recipient and designated agents will be bound by the determinations of the BLS Project Coordinator.
- N. Moreover, the BLS conducts periodic data confidentiality audits of research outputs on a sample of data users to ensure adherence to the terms and provisions of this agreement. The recipient and designated agents agree to cooperate with such audits. The recipient and designated agents will be bound by the determinations of the BLS Project Coordinator.
- O. 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 locations:

- 1. room number and building name
- 2. etc...

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 designated under this agreement 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 Geocode data file and electronic outputs created from it. Where satisfactory to the BLS, the Geocode data 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 or 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.
- 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 of 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 and Title]
[Organization]
[Address]

Date