

Sample Letter of Agreement required for use of BLS restricted data by individuals affiliated with an academic institution or employed by a non-profit organization.

**Letter of Agreement
Between
The Bureau of Labor Statistics
And
XYZ 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 within a secure virtual data enclave to [XYZ 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 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 CFOI 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 Section IX.

IV. Description of Project Requiring the Use of CFOI Data

The recipient will use [name of the BLS data set(s) to be used] data to [brief description of the project]. For this analysis, the recipient will link [specific BLS data set(s)] data to data from: [list of outside data sources]

These data will be used to [description of the work to be done or the hypothesis to be tested].

The recipient will conduct [describe the analysis to be done] analysis to [brief description of project goal]. Outputs from the project include [description of the outputs]. The outputs will be part of [scholarly articles, presentations, dissertations, etc].

V. Project Coordinators

For BLS: [Name, Title]
Bureau of Labor Statistics
Room [XXXX]
2 Massachusetts Avenue, N.E.
Washington, D.C. 20212
Phone: 202-691-[XXXX]
Email: [XXXXXX@bls.gov]

For Recipient: [Name, Title]
[Address]
[City, State Zip Code]
Phone: [XXX-XXX-XXXX]
Email: [Email Address]

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 the Commissioner's designee and until an agent agreement satisfactory to the BLS is signed by the agent candidate and by the Commissioner or the Commissioner's designee. At the present time, it is contemplated by the parties that only the following persons will be designated as agents:

1. [Name of Researcher, Title]
 2. [Name of Researcher, 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 the "Confidential Information Protection and Statistical Efficiency Act" (CIPSEA), 44 U.S.C. 3561 *et seq* (Exhibit A). Agents who improperly disclose confidential information may be subject to criminal sanctions.
- F. For the purposes of this agreement, "restricted access information" includes:
1. the confidential source documents and other media provided by the BLS; and
 2. any 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.
 3. records labeled by the BLS as "Restricted Access," which contain information designated as sensitive.
- 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. 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.

- I. 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. The recipient will immediately alert BLS per Section VIII.E. of this agreement.
- J. The Recipient Project Coordinator must submit for confidentiality review any research output intended for release or publication. Where output could raise reasonable questions regarding any compromise or breach of confidentiality or any disclosure of identifiable information such outputs will 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.
- 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]

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 their employees and students 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 data file and electronic outputs created from it. The data may not be captured to or shared through personal portable devices such as laptops, tablets, or phones outside of the VDE environment. The data may not be accessed 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 are those of the author and do not 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 one to three years] from the effective date of this agreement, or at an earlier time, if required by the BLS Project Coordinator, all access to source documents or other media provided to the recipient by the BLS through the data enclave will be terminated.
- B. If the recipient needs to access 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 latest 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 Compensation and Working Conditions
Bureau of Labor Statistics

Date

[Name of Signatory for the XYZ Organization]
[Title of Signatory]
XYZ Organization

Date