

Sample Letter of Agreement required for use of BLS restricted data at a Census FSRDC 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 confidential survey data to [XYZ 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.

II. BLS Interest

The research conducted by the recipient under this agreement will provide, at no cost to the BLS, a means for detailed analysis of [name of BLS program] data. Such research is valuable to the mission of the [name of BLS program] as a tool to disseminate the [name of BLS program] 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 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, nor the recipient, nor any agent intends 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, within its own absolute discretion.
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 Department of Labor.

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 right of the public or the government, including the Department of Labor and the BLS, to use any reports or other outputs produced pursuant to this agreement.

IV. Description of Project Requiring the Use of BLS 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 request that a current agent agreement be revoked. The recipient and its agents 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 or an authorized Federal Statistical Research Data Center (RDC) Administrator. The BLS will notify the recipient of any such designations. At the present time, it is contemplated by the parties that only the following person will be designated as an RDC Administrator:
- RDC Administrator: [Name, Title]
[Address]
[City, State Zip Code]
Phone: [XXX-XXX-XXXX]
Email: [Email Address]
- 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 Wagner-Peyser Act, the Trade Secrets Act, and the Privacy Act. Agents must specifically swear (or affirm) 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. The recipient will ensure that all agents authorized under this agreement have a demonstrated record of honesty, trustworthiness, integrity, and reliability as ascertained by the recipient.
- G. 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.
- 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.

- I. 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 or the RDC Administrator specified in Section VII.C. of this agreement.
- J. Neither the recipient nor designated agents will use the confidential information 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. 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 loading and maintaining the data on BLS information technology systems, conducting confidentiality reviews of outputs derived from the linked data, and other purposes in support of this agreement. All new data sets created from linking BLS confidential information with other data are protected by CIPSEA and must not be removed from the designated place of performance specified in Section VIII.A. of this agreement.
- L. All outputs prepared using confidential information must be submitted to the RDC Administrator to be encrypted and emailed 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.

VIII. Security Provisions

- A. The recipient and its agents agree that all work provided for under this agreement will be performed at a designated RDC location, hereafter referred to as “the place of performance.” At the present time, the BLS has approved the following location:

[RDC address including office and building names and addresses]

The recipient and its agents will ensure that all confidential information remains in the assigned work area at the place of performance and agrees to secure confidential information in a way that makes it accessible only to agents designated pursuant to this agreement or authorized BLS employees or the RDC Administrator specified in Section VII.C. of this agreement.

- B. 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.

- C. 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.
- D. Designated agents agree to be subject to a security clearance (National Agency Check with Inquiries (NACI)).

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. The BLS reserves the right to make any final reports, charts, research articles, or other media publicly available on its website or through other means of dissemination.
- B. The recipient will ensure that the BLS Project Coordinator receives a 200- to 300-word abstract summarizing any published works resulting from research conducted under this agreement. The BLS may make the abstract publicly available on its website or through other means of dissemination.
- C. 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. Neither the Project Coordinators nor the RDC Administrator are authorized to take any action to change the terms or provisions of this agreement.

XII. Duration of this Agreement

After one year from the effective date of this agreement, or at an earlier time if required by the BLS Project Coordinator, the recipient's period of access to confidential information will end. After this expiration date, the recipient will no longer be permitted access to the confidential

data and the recipient's account will be locked. Unauthorized access or the recipient's conversion of such materials to a use not authorized by the agreement may be a violation of 18 U.S.C. Section 641.

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 [BLS office]
Bureau of Labor Statistics

Date

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

Date