

Sample Memorandum of Understanding required for use of BLS restricted data by individuals employed by a local, state, or federal agency.

**Memorandum of Understanding
Between
The Bureau of Labor Statistics
And
XYZ Agency**

I. Purpose and Scope

The Bureau of Labor Statistics (BLS) intends to provide access to the [BLS program(s) or survey(s)] research file within a secure virtual data enclave (VDE) to [XYZ Agency] (Acronym), hereinafter “the recipient,” for statistical reporting and analysis only, in accordance with the provisions of this agreement and applicable Federal laws. The data will be used only in aggregated multivariate statistical analyses for the research project specified in this agreement.

The recipient will use the data provided by the BLS under this agreement to [insert project description].

II. [XYZ Agency] and the Bureau of Labor Statistics Interests

The research conducted by the recipient, including any agents designated pursuant to this agreement, serves the interests of [XYZ Agency] and the government by providing an efficient source of reliable data for the purposes of conducting [XYZ Agency] programs. It also advances the mission of the BLS by making possible a detailed analysis of the NLSY data, promoting the continued effective use of these data, and disseminating these data to a wider audience. For these reasons, the BLS is permitting revocable access to NLSY data under the terms of this agreement.

III. Nature of this Agreement and Status of Agents

The parties do not view this agreement as involving the provision of any services to the BLS or the Department of Labor 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 Department of Labor or the BLS 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 Department of Labor in connection with the agents' or recipient's activities under this agreement. This agreement does not itself authorize the expenditure or reimbursement of any funds. Nothing in this agreement obligates the parties to expend appropriations or enter into any contract or other obligations. The parties have determined that each is bearing its appropriate share of the costs and that no payment by either party is necessary or appropriate. Nothing in this agreement shall be interpreted as limiting, superseding or otherwise affecting either agency's normal operations or decisions in carrying out its statutory or regulatory duties. This agreement does not limit or restrict the

parties from participating in similar activities or arrangements with other entities. 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 recipient or designated agents to safeguard confidential information 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. Responsibilities of the Recipient and Agents

- A. 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. The recipient will ensure that all persons to be designated as agents will sign and comply with agent agreements satisfactory to the BLS.
- B. The recipient agrees that access to confidential information provided under this agreement will be restricted to agents of the BLS designated under this agreement who are authorized access to confidential information for the statistical purpose described under this agreement and who have signed a BLS Agent Agreement.
- C. In its discretion, the BLS may designate agents of the BLS who are authorized to carry out activities subject to this agreement. No agent designation shall become effective unless approved by the Commissioner 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. Agent agreements shall require agents to comply with all requirements of this agreement and applicable law and shall contain such other requirements as the Commissioner or the Commissioner's designee, in their discretion, shall determine.
- 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. At the present time, it is contemplated by the parties that only the persons listed in Attachment A will be designated as agents. The BLS may, at the request of the recipient, and within its discretion, designate additional individuals to serve as agents. The BLS may revoke an agent agreement at any time and without advance notice. The recipient shall notify the BLS whenever an agent is no longer associated with the recipient or where the continuation of an agent agreement may endanger the confidentiality of data.

- F. All agents will perform activities subject to this agreement under the 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.
- G. All agents must swear (or affirm), in writing, to comply with all provisions of law that affect information acquired by the BLS or the Department of Labor, including, among other laws, the Privacy Act and the Trade Secrets Act. They 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* (Attachment B). Agents who improperly disclose confidential information may be subject to criminal sanctions.
- H. 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.
- I. 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.
- J. The recipient must ensure that agents familiarize themselves with BLS confidentiality policies and the security provisions set forth in this agreement and comply with all requirements of those policies and provisions.
- K. 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.
- L. 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.
- M. 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.
- N. The recipient shall deliver to the BLS copies of any final reports, charts, research articles, or other media upon its publication or release.

V. Bureau of Labor Statistics Confidentiality Policies

- A. The research file, as specified in Section I, being provided under this agreement was collected by the BLS under a pledge of confidentiality for exclusively statistical purposes. Therefore, the recipient and any BLS agents or any government employees receiving confidential information covered by this agreement must handle the information in accordance with 44 U.S.C. 3572 of CIPSEA, and agents and government employees are subject to the fines and penalties under this Section of that Act. The "Confidential Information Protection" provisions of CIPSEA appear as Attachment B of this agreement.
- B. For the purposes of this agreement, "confidential information" includes:
1. the confidential source documents and other media provided by the BLS which contain Respondent Identifiable Information, meaning 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;
 2. other forms of Respondent Identifiable Information, including but not limited to administrative files that have been commingled with confidential information and disclosure avoidance parameters applied to published data (such as publication thresholds), unless otherwise specified by the BLS;
 3. records labeled by the BLS as "Restricted Access" which contain information designated as sensitive, including but not limited to data collection manuals and other internal BLS documents.

VI. 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, the BLS has approved only the locations listed in Attachment A.

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 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.
- C. 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.
- D. The recipient and designated agents will not attempt to link the confidential information with individually identifiable records from any data set.

- E. The recipient and designated agents agree not to use the confidential information for the purpose of identifying persons or establishments in any way. If the identity of a person or establishment is inadvertently discovered, the recipient and designated agents will make no use of this knowledge and will hold the identity of the person in confidence. The recipient will immediately alert BLS of the unauthorized disclosure per Section VI.F. of this agreement.
- F. The recipient and designated agents agree to notify the BLS Project Coordinator immediately upon discovering:
 - 1. any breach or suspected breach of security, or
 - 2. any unauthorized disclosure of the confidential information.
- G. 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. To the fullest extent permitted by law, the recipient and designated agents shall refer any Freedom of Information Act request for the confidential information to the BLS for response.
- H. The recipient and its agents agree not to subcontract or transfer any work under this agreement.
- I. Further, the recipient agrees to implement safeguards satisfactory to the BLS to prevent unauthorized access, by electronic or physical means, to the NLSY research 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 Attachment A.
- J. 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.

VII. Project Coordinators

For BLS: [Name]
 [Title]
 National Longitudinal Surveys Program
 Bureau of Labor Statistics
 Phone: 202-691-[XXXX]
 Email: [lastname.firstname@bls.gov]

For Recipient: [Name]
 [Title]
 [XYZ Agency]
 Phone: [XXX-XXX-XXXX]
 Email: [Email Address]

VIII. Publication of Results

- A. In connection with any written or oral release of statistical information derived from confidential information or in connection with any other output, the recipient and designated agents will avoid direct or indirect disclosure of respondent identities or the data respondents have reported. In particular, attention shall be paid to tabulations based on small cell sizes or cross-tabulations of the same data by other variables to avoid the possibility of unauthorized disclosure.
- B. 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.
- C. The recipient shall deliver to the BLS copies of any final reports, charts, research articles, or other media upon its publication or release.
- D. 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."

IX. Intellectual Property

All work products and outputs created pursuant to this agreement, including, but not limited to, written reports, statistical results, and tables, are to be regarded as public domain, and therefore are not subject to copyright protection. The recipient shall assure that any agent who performs work under this agreement is informed of such limitations on intellectual property rights. The government of the United States, including the Department of Labor and the BLS, and the general public may therefore reproduce, distribute, alter, prepare derivative works, perform publicly, and display publicly said reports, work products, and outputs for any purpose freely and without geographic limitation. Neither the recipient, any agent, nor any other person, including, but not limited to, any contractor of the recipient shall acquire any property rights or interests in data accessed, used, or provided as a result of activities performed under this agreement.

X. Modifications of this Agreement

This agreement is limited to the use of the NLSY research file for the purposes specified in this agreement. The Project Coordinators are not authorized to take any action to change the terms and provisions 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 recipient's failure to comply with the terms and provisions contained in this agreement may result in termination of the agreement.

XI. Duration of this Agreement

After [specify agreed upon time not to exceed three years year(s)] 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.

XII. 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 Employment and Unemployment Statistics
Bureau of Labor Statistics

Date

[Name of Signatory for XYZ Agency]
[Title of Signatory]
[XYZ Agency]

Date

Designated Agents (Federal Employees):

1.	Name:	
	Title:	
	Location of VDE access: <i>(All work must be performed on the institutions' premises exclusive of dorms or other residential facilities)</i>	
	Rm number and bldg. name:	
	<input type="checkbox"/> Office <input type="checkbox"/> Cubicle <input type="checkbox"/> Computer lab	

2.	Name:	
	Title:	
	Location of VDE access: <i>(All work must be performed on the institutions' premises exclusive of dorms or other residential facilities)</i>	
	Rm number and bldg. name:	
	<input type="checkbox"/> Office <input type="checkbox"/> Cubicle <input type="checkbox"/> Computer lab	