

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

The Bureau of Labor Statistics (BLS) agrees to provide access to [BLS program(s) or survey(s)] data to [XYZ Agency], hereinafter “the recipient,” for statistical reporting and analysis only, in accordance with the provisions of this agreement and applicable Federal laws.

II. Scope

The file provided by the BLS will include...

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

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

III. 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 the [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 [BLS program acronym(s)] 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 [BLS program acronym(s)] data under the terms of this agreement.

IV. Project Coordinators

For BLS: [Name, Title]
 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]

V. Nature of this Agreement and Status of Agents

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. 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, nor the recipient, nor any agent intends 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. 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.

VI. Responsibility for Compliance

The recipient promises to comply with all provisions of law and 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.

VII. Responsibilities of the Recipient and Agents

- A. 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.

- B. 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.
- 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. 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.
- E. 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.
- F. 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 Wagner-Peyser Act, the Trade Secrets Act, and the Privacy 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.
- G. 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.
- H. 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.

- I. 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.

VIII. Bureau of Labor Statistics Confidentiality Policies

- A. The data being provided under this agreement [was/were] 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 data 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.

IX. Security Provisions

- A. All work provided for under this agreement will be performed at the BLS national office in Washington, D.C., hereafter referred to as “the place of performance.” The recipient 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.
- B. Unless specifically authorized in Section II, 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 place of performance.

- C. The recipient and its 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 its agents will make no use of this knowledge and will hold the identity of the person or establishment in confidence.
- D. 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 of the confidential information.
- E. 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 shall refer any Freedom of Information Act request for the confidential information to the BLS for response.
- F. **[Language for no contracting authorized:]** The recipient and its agents agree not to subcontract or transfer any work under this agreement.

[Language for access authorized to contractors of co-signing agency:] It is understood that the work specified under this agreement will be performed by a **contractor/contractors** of the recipient, **[name of Contractor company(ies)]**, hereinafter the contractor[s]. Neither the recipient nor its contractor[s] will further subcontract or transfer any work under this agreement. The contractor[s] must provide assurances, satisfactory to the recipient and the BLS, that there will be full compliance with recipient obligations under this MOU. The recipient must include in its relevant contract[s] with **[name of Contractor company(ies)]** security provisions satisfactory to the BLS and provide the BLS a copy of all such contracts.

X. Publishing Criteria

- A. The recipient will avoid direct or indirect disclosure of respondent identities or the data they have reported in any release, written or oral, of statistical information derived from the confidential information. 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. All outputs prepared using the 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. 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.

- C. The recipient shall deliver to the 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.
- 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."
- E. 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.

XI. 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. The public domain status of such work products or outputs does not authorize any public disclosure or use of confidential data in a manner inconsistent with other provisions of this agreement or inconsistent with applicable law. Neither the recipient, nor any agent, nor any other person shall acquire any property rights or interests in data accessed, used, or provided as a result of activities performed under this agreement.

XII. Agreement

This agreement is limited to the use of [BLS program acronym(s)] data 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.

After [specify one or two years as appropriate for type of researcher year(s)] from the effective date of this agreement, or at an earlier time if required by the BLS Project Coordinator, all confidential information must be returned to the BLS Project Coordinator. Failure to surrender such materials promptly 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.

The recipient's failure to comply with the terms and provisions contained in this agreement may result in termination of the agreement. Modifications to the agreement shall be considered by the BLS only after a written request is received specifying the nature of, and

justification for, the modification. This agreement takes effect upon the latest signature of both parties.

[Name]
Associate Commissioner
for [BLS Program Office]
Bureau of Labor Statistics

Date

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

Date

Designated Agents (Federal Employees):

1. [Name, Title]
2. [Name, Title]

Designated Agents (Contract Employees):

1. [Name, Title]
2. [Name, Title]