Letter of Agreement  
Between  
The Bureau of Labor Statistics  
And  
The Regents of the University of Michigan

I. Background and Scope

The Bureau of Labor Statistics (BLS) intends to provide access to the National Longitudinal Surveys of Youth (NLSY97) geographic-environmental data (Geocode data) on CD-ROM to the Regents of the University of Michigan, Ann Arbor, Michigan, 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; and
(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

V. Project Coordinators

For BLS: Joseph R. Meisenheimer, Project Coordinator
National Longitudinal Surveys Program
Bureau of Labor Statistics
Room 4945
2 Massachusetts Avenue, N.E.
Washington, D.C. 20212-0001
Phone: 202-691-7409
Email: Meisenheimer.Joseph@bls.gov

For Recipient:
VI. Responsibility for Compliance

The recipient promises to comply with all provisions of this agreement and to assure 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 his designee and until an agent agreement satisfactory to the BLS is signed by the agent candidate and by the Commissioner or his designee. At the present time, it is contemplated by the parties that only the following persons will be designated as agents:

1. 
2. 
3. 
4. 

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" (Exhibit A). Agents who improperly disclose confidential information may be subject to criminal sanctions.

F. For the purposes of this agreement, "confidential information" includes the confidential source documents and other media provided by the BLS and any documents, disks, tapes, 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 information identifying or allowing the identification of individual persons.

G. The recipient will assure 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 nor disclose or publish such information nor allow access to such information to any persons other than such agents.

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.

K. Research outputs intended for release or publication must not include presentation of data or observations by geographic area at the State level or finer. This restriction does not prohibit presentation of data or observations aggregated on a bi-state or multi-state level.

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 assure 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. 
2. 

All electronic storage media and printed materials that contain 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 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.

C. 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, laptop computer, compact disk, diskette, tape, DVD, or other 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 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 paragraph A.

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 or use of the confidential information.

E. The recipient agrees 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.

F. The recipient agrees not to contract, subcontract, or transfer and to assure that agents do not contract, subcontract, or transfer any work in the performance of the agreement.
G. After one year 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, compact disks, diskettes, tapes, DVDs, or any other 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.

H. If the recipient needs to keep the confidential information for longer than one year 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.

I. The recipient will review all laws applicable to the confidentiality of data provided under this agreement and assure 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 assure 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 assure 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. 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.

Mark A. Loewenstein, Senior Research Economist
Employment Research and Program Development Staff
Office of Employment and Unemployment Statistics
Bureau of Labor Statistics

______________________________  _________________________
Mark A. Loewenstein  Date

Elaine L. Brock, Senior Associate Director
Division of Research Development and Administration
The Regents of the University of Michigan
1072 Wolverine Tower
3003 South State Street
Ann Arbor, MI 48109-1274

______________________________  _________________________
Elaine L. Brock  Date
Checklist for Project Coordinators at Institutions Entering into National Longitudinal Surveys Geocode Letters of Agreements with the Bureau of Labor Statistics

To NLS Geocode Project Coordinators: Please read each of the statements below and write your initials in the box next to each item if you agree with and understand the statement. At the bottom of the page, please sign your name and write the date.

1. I agree that the NLS geocode data will be used only for the approved statistical research project described under the NLS geocode Letter of Agreement. Requests for any other use of the geocode data on research projects not yet approved by the BLS or requests for any modifications to the scope or methodology of the existing project must be submitted in writing to the BLS Project Coordinator. I understand that all requests must be approved in advance and in writing by the BLS.

2. I agree not to link the NLS geocode data file with individually identifiable records from any other data set, other than the NLS public-use file.

3. I agree that only the persons named in the NLS geocode Letter of Agreement will be permitted to have access to the data. The names of authorized persons can be added or removed from the NLS geocode Letter of Agreement only by notifying the BLS Project Coordinator in writing and receiving written approval from the BLS. I understand that each authorized person must sign a BLS Agency Agreement and that such agreements must be returned to the BLS Project Coordinator prior to any person being given access to the geocode data.

4. I agree that any persons named in the NLS geocode Letter of Agreement who leave the institution for any reason, such as for graduation or to take a temporary or permanent position at another institution, will not be permitted to continue having access to the NLS geocode data.

5. I agree that the NLS geocode data will be used only in a private office or a secure area of a computer lab at my institution. Under no circumstances can the geocode data be used in a private residence, public computer lab, or any other location in which unauthorized individuals could gain access to the confidential data.

6. I agree that the NLS geocode data will be used and stored only on a desktop computer, laptop computer, server, or mainframe that allows only those authorized persons named in the NLS geocode Letter of Agreement to have access to the data. I will take all necessary steps, including appropriate access restriction controls for the protection of data on computers, servers, and files, to prevent unauthorized persons from gaining access to the NLS geocode data.

7. I agree that the NLS geocode data compact disk and any laptop computer, diskettes, tapes, DVDs, or other storage media containing NLS geocode data, when not in use, will be stored in a locked drawer or cabinet in a locked office at my institution and that the only persons with access to the CD, laptop computer, diskettes, tapes, DVDs, and other storage media are those individuals named in the NLS geocode Letter of Agreement.

8. I agree to notify the Bureau of Labor Statistics immediately upon learning about any breach in the security of the NLS geocode data that has been entrusted to me and the other individuals named in the NLS geocode Letter of Agreement.

9. I agree to return the NLS geocode CD to the Bureau of Labor Statistics and to destroy all backup or extract files upon the expiration of the NLS geocode Letter of Agreement, or at an earlier time if requested by the Bureau of Labor Statistics. The duration of the NLS geocode Letter of Agreement can be extended only by requesting an extension in writing to the BLS Project Coordinator, explaining the reason the extension is needed, and receiving written permission for the extension from the BLS.

10. I understand that failure to secure the confidential NLS geocode data properly or failure to return the NLS geocode CD to the Bureau of Labor Statistics and to destroy all backup or extract files upon termination of the NLS geocode Letter of Agreement may result in individuals from my institution named in the Agreement being prohibited from obtaining future access to confidential Bureau of Labor Statistics data.

Signature of Project Coordinator for the Institution __________________________ Date ____________

Once the Project Coordinator has initialed each item and has signed and dated the form, please return it to the Bureau of Labor Statistics along with the signed BLS Agency Agreements for each person from your institution who is authorized to have access to the data. The Bureau of Labor Statistics recommends that you make copies of this signed form, the Letter of Agreement, and the Agency Agreements and distribute those documents to all the persons at your institution who are named in the NLS geocode Letter of Agreement.
AGENT AGREEMENT

1. I, Mark A. Loewenstein, an authorized official of the Bureau of Labor Statistics (BLS), U.S. Department of Labor, hereby designate Brad Hershbein as a temporary Agent of the BLS, within the meaning of the Confidential Information Protection and Statistical Efficiency Act of 2002, Public Law 107-347 (Exhibit A), to serve in accordance with this agent agreement, the Letter of Agreement (LOA) 2133 (attached) between the BLS and the University of Michigan, hereinafter "the Recipient," and applicable law on the project described in the LOA.

2. I, _____________________________, hereby accept the designation as agent in paragraph 1. I certify that I have read the LOA and promise that I will comply with all provisions of this agent agreement, the LOA, and applicable law. I will assure that my actions or inactions do not cause the Recipient to violate its responsibilities under the LOA. I specifically swear(or affirm) to comply with all provisions of law that affect information acquired by the BLS, including, but not limited to, the Privacy Act and the Confidential Information Protection and Statistical Efficiency Act of 2002, and I understand that my failure to comply with these provisions may subject me to criminal sanctions. I also agree to comply with all other BLS information policies.

3. The parties to this agreement understand that the BLS is granting the agent access to confidential information only for the purpose of carrying out the agent's responsibilities under the project described in the LOA. The agent will not seek or obtain such confidential information for any other purpose. The agent will not seek or obtain information containing personal identifiers.

4. The agent will perform all activities subject to this agreement under the supervision and control of the BLS Project coordinator or any other BLS official that the BLS designates.

5. We, the parties do not regard this agreement as involving the agent's provision of any services to the BLS or the government of the United States. The parties also understand and agree that the agent will not be an employee of the United States for any purpose and will not receive compensation or payment of any kind from the BLS or the Government in connection with the agent's activities under this agreement or the LOA. Neither this agreement nor the LOA provide any right of access to BLS information. The parties also understand and agree that the BLS may decline to give the Agent access to information and/or to terminate this agreement at any time, without notice. The parties agree that neither this agreement, nor any termination thereof will result in any legal liability by the BLS or the Government; however, termination will not affect the Agent's continuing obligation to safeguard all confidential data, and it will not affect any license granted to the Government pursuant to section 6.
6. This section applies to the extent that the agent has any intellectual property right or interest in any product developed under the LOA or this agreement. The Agent grants 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 agent which is produced under this agreement or the LOA, as well as to create derivative works from any such product, by any present or future means now known or hereafter developed, without geographic restriction.

7. I, Brad Hershbein, will notify the BLS if I should no longer be affiliated with the Recipient or of any change of status with the Recipient.

8. I, Brad Hershbein, fully understand my responsibilities to protect confidential information. I will comply with all security requirements and avoid all improper use or disclosure of confidential information.

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University of Michigan

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Mark A. Loewenstein
Bureau of Labor Statistics