

**USDA, Economic Research Service
Annual Report to OMB on the Implementation of CIPSEA
for Calendar Year 2009**

Use of the CIPSEA Confidentiality Pledge

Confidential data maintained by ERS are contained in the Agricultural Resource Management Survey (ARMS) and the June Agricultural Survey, for both of which the National Agricultural Statistics Service (NASS) conducts the actual data collections. NASS is currently not using the CIPSEA pledge on any of its survey data collection instruments; NASS still refers to Title 7, U.S. Code, Section 2276.

Compliance with the CIPSEA Implementation Guidance

ERS complies with OMB Implementation Guidance, "Implementation Guidance for Title V of the E-Government Act, Confidential Information Protection and Statistical Efficiency Act of 2002 (CIPSEA)," *Federal Register*, Vol. 72, No. 115, June 15, 2007, p. 33376. Only persons authorized are permitted access to confidential information stored in information systems. ERS employees who use confidential data receive annual training from NASS on data rules and procedures. In the presence of a NASS official, these employees sign form ADM-043, "Certification and Restrictions on Use of Unpublished Data," which invokes CIPSEA. The agency has in place a process to review information prior to dissemination to ensure that confidential information is not disclosed.

Use of Agents Provision in CIPSEA

The number of individual agents ERS and NASS have designated during calendar year 2008 is the following:

1. Contractors: the total number of contractor employees designated as agents, separately by whether their primary access is for 1) data collection or management; 2) data processing, analysis, or design/planning; or 3) IT support. *12 NORC staff for 3)IT support.*
2. Federal or State Agencies: the number of different agencies and the total number of Federal and State agency employees designated as agents. *None*
3. Researchers: the number of individual researchers the agency has designated as agents, separately by whether they accessed the information on-site at the agency headquarters, or off-site at the researcher's institution or an agency controlled external site, such as a research data center or data enclave. *26 to access the information on-site at agency headquarters or State offices, including 12 who can also access the information off-site through an agency-controlled external site (an encrypted connection with the National Opinion Research Center of the University of Chicago (NORC) Data Enclave using virtual private network (VPN) technology).*

ERS agreements with approved agents who use confidential data invoke CIPSEA. All agents get annual training and must sign form ADM-043 in the presence of a NASS official to obtain access to the data. CIPSEA is invoked in all three documents that are required by ERS to establish such a relationship with an external entity: the ADM-043, the Memorandum of Understanding between ERS and the cooperating institution, and the project agreement. An example of the wording follows:

The Confidential Information Protection and Statistical Efficiency Act of 2002 (CIPSEA), Title V of the E-Government Act of 2002 (Public Law 107-347), Subtitle A, establishes standards and requirements that provide the legal authority for any party entering into this Memorandum of Understanding. CIPSEA allows Federal agencies that collect data under the pledge of confidentiality to share individual identifiable data for statistical purposes only, to deny use of the data for nonstatistical purposes, such as enforcing regulations or release under the Freedom of Information Act (FOIA), and to punish those who disclose identifiable information about individual respondents.

1. **Contracts and Written Agreements:** all contracts or agreements include the appropriate provisions in the Appendix of the CIPSEA Implementation Guidance, as indicated above.
2. **Physical and Information Systems Security:** the number of off-site facilities (if applicable) that were inspected during calendar year 2008. The enclave system was inspected and approved by NIST as per NORC's 2008 Certification & Accreditation (C&A) evaluation and updated 2009 NIST IT Security Plan. The enclave is also compliant with the Federal Information Security Management Act (FISMA).
3. **Confidentiality Training:** all agents are certified annually.
4. **Record Keeping:** the agency has records that identify all agents with access to confidential information.

The attached "Project Agreement" and "Memorandum of Understanding" provide example agent contracts or written agreements. The MOU must be signed by a qualified representative of the University.

Use of Data Sharing Provisions Under Subtitle B of CIPSEA

Not applicable (ERS is not one of the three agencies designated for sharing of business data under this provision).

MEMORANDUM OF UNDERSTANDING

between the
THE UNITED STATES DEPARTMENT OF AGRICULTURE
ECONOMIC RESEARCH SERVICE (ERS),
NATIONAL AGRICULTURAL STATISTICS SERVICE (NASS),
and the

_____ (*name of university, institution, or agency*)
(hereinafter referred to as the Organization)

SUBJECT:

Access by specified the Organization staff to the NASS/ERS Agricultural Resource Management Survey (ARMS) data which have been collected and acquired for exclusively statistical purposes under a pledge of confidentiality.

DURATION:

All conditions and provisions of this Memorandum of Understanding shall become effective upon the date of final signature and shall continue in force for a period of two (2) years. This memorandum may be amended or extended at any time by mutual agreement of all parties in writing, or terminated immediately by any party upon written notice to the other parties.

LOCATION OF DATA ACCESS:

ARMS data may be accessed only at the following venues:

- 1) On-site at NASS State Offices, generally located in each State Capital city;
- 2) Via the Internet through the NORC Data Enclave web site that charges user fees (<http://www.norc.org/DataEnclave/>);
- 3) On-site at the USDA ERS offices at 1800 M. St, NW, Washington, DC; or
- 4) On-site at the USDA NASS headquarters at 1400 Independence Ave, SW, Washington, DC.

DATA ACCESS:

Access will be supervised in a manner consistent with Agency regulations governing data confidentiality and survey data research.

ERS/NASS responsibilities for on-site visits:

- 1) Provide necessary office space, equipment, and supplies;
- 2) Inform each person allowed access to the data of the USDA and NASS policy on confidentiality pertaining to the use of ARMS data; and
- 3) Review completed data summaries to avoid disclosure of confidentiality.

USER responsibilities for on-site or remote access visits:

- 1) Will not remove any media containing information derived from ARMS data, including printouts, diskettes, compact disks, hard-drives, DVDs, USB memory chips, or electronic transmissions, without the approval of ERS, NASS, or the State NASS Statistician; and

- 2) Will respect the confidentiality of ARMS data at all times including past the termination date of this Memorandum of Understanding;

DATA COLLECTION:

ARMS is a series of interviews with farm operators about their farm businesses and households. It is conducted annually in three phases by USDA's National Agricultural Statistics Service (NASS). Confidentiality of these data is protected by the USDA/NASS Confidentiality of Information Act (7 U.S.C. 2276) and the Privacy Act of 1974 (5 U.S.C. 552a). Disclosure of confidential information is covered in 18 U.S.C. sections 1902 and 1905.

DATA SHARING:

The Confidential Information Protection and Statistical Efficiency Act of 2002 (CIPSEA), Title V of the E-Government Act of 2002 (Public Law 107-347), Subtitle A, establishes standards and requirements that provide the legal authority for any party entering into this Memorandum of Understanding. CIPSEA allows Federal agencies that collect data under the pledge of confidentiality to share individual identifiable data for statistical purposes only, to deny use of the data for non-statistical purposes, such as enforcing regulations or release under the Freedom of Information Act (FOIA), and to punish those who disclose identifiable information about individual respondents.

PENALTIES:

The protection of data collected under this law is supported by a penalty of a Class E Felony for a knowing and willful disclosure of confidential data. This includes imprisonment for up to five (5) years and fines up to \$250,000. Any violation of this Memorandum of Understanding may also be a violation of Federal criminal law under the Privacy Act of 1974, 5 U.S.C. 552a. In addition to the imposition of civil/criminal fines and penalties, any violation of data confidentiality will result in the termination of this Memorandum of Understanding.

REASON FOR REQUESTING ACCESS TO THE ARMS DATA:

GENERAL:

The Organization has a current and ongoing need to conduct agricultural research that will not only benefit the Organization but also the USDA and the American public, by increasing the understanding of economic and environmental issues of farms and farm households. ARMS data provide a source of agricultural production, financial, household, and management data that will support many research efforts in these areas.

SPECIFIC:

A separately signed Project Agreement is needed for each research project.

DISSEMINATION AND DISCLOSURE REVIEW OF INFORMATION:

The Organization will submit a copy of all drafts reporting data summaries or analytical findings from the ARMS to ERS and NASS for disclosure review prior to public dissemination and will provide final copies of any publications. Only reviewed and approved summary or statistical results, analyses, or other information developed as a result of any research based on ARMS data made available under this Memorandum of Understanding may be published. Planned publications may include articles in professional journals, in-house publications, and posters or presentations at professional meetings. Parameter estimates from the data may support economic and environmental models.

The Organization shall not use or disclose subject data for any administrative purposes nor may they be applied in any manner to change the status, condition, or public perception of any individual for whom data is maintained. The research conducted under this MOU must be consistent with the statistical purpose for which the data were supplied.

Until cleared by NASS or ERS, the Organization shall not disclose data or other information containing or derived from the data to anyone other than individuals for whom access is authorized under this MOU and who have executed a Certification and Restrictions on Use of Unpublished Data (USDA-NASS ADM-043).

No publication or other release of data listing information regarding individuals is allowed even if the individual respondent identifiers have been removed.

DESIGNATION OF AUTHORITY:

The Organization will designate an individual, hereafter referred to as the Senior Official, who has authority to represent the organization in accepting the responsibilities imposed by this Memorandum of Understanding, signing this Memorandum of Understanding, and enforcing the conditions of this Memorandum of Understanding. Additional responsibilities are detailed below.

PROJECT-SPECIFIC REQUEST AND AGREEMENT:

The Organization will submit to ERS/NASS, for review and approval, a Project Agreement signed by the Senior Official, for each individual research project that will access ARMS. The Project Agreement must have the following components:

- 1) A description of the research project, including objectives, objectives, the methodology, how ARMS data will benefit this project, and how this project will contribute to a further understanding of the agriculture sector.
- 2) Details on what specific ARMS data are needed;
- 3) An ending date;
- 4) A Project Leader whose signature will be required on the Project Agreement;
- 5) A list of all parties that will be accessing ARMS; and
- 6) The approval and signatures of the organization's Senior Official and ERS and NASS administrators.

RESPONSIBILITIES OF THE SENIOR OFFICIAL:

The Organization's Senior Official will:

- 1) Ensure that ARMS data are being used for statistical purposes only, as defined in the Confidential Information Protection and Statistical Efficiency Act of 2002 (CIPSEA);
- 2) Notify ERS when the project no longer needs access to ARMS;
- 3) Notify ERS when the project purpose changes;
- 4) Have each member of the project, including the Project Leader, participate in NASS confidentiality training;
- 5) Immediately notify ERS when job status changes for any project member; and
- 6) Affix his/her signature to this Memorandum of Understanding and all Project Agreements.

SECURITY:

The Organization agrees to:

- 1) Make all ARMS users aware of the penalties for misuse and improper disclosure of data and the organization's legal responsibility for answering to allegations of misuse and improper disclosure;
- 2) Immediately notify ERS/NASS of termination of an individual's participation in an ARMS project.
- 3) Ensure all ARMS project team participants annually sign a Certifications and Restrictions on Use of Unpublished Data (USDA-NASS ADM-043);
- 4) Deter accidental exposure of ARMS data to noncertified users by providing proper IT security training regarding the use of confidential data, including the proper protection of IDs and passwords, prohibition of sharing IDs, and the provision of private computing areas;
- 5) Provide shredders for proper disposal of all paper forms of ARMS data used during the course of the project's life; and
- 6) Allow NASS and/or ERS officials to carry out unannounced physical and IT security inspections of the Organization's workplace;

LOCATION OF ALL PARTIES:

- 1) XXXX State University
Agricultural Economics Department
XXXX Hall
City, State, Zip Code
- 2) Economic Research Service
United States Department of Agriculture
1800 M Street, NW
Washington, DC 20036-5831
- 3) National Agricultural Statistics Service
United States Department of Agriculture
1400 Independence Avenue, SW
Washington, DC 20250-2001

SIGNATURES:

The Organization designated Senior Official shall sign this Memorandum of Understanding below. The designated Senior Official certifies, by his/her signature, that:

- 1) The organization has the authority to undertake the commitments of this Memorandum of Understanding;
- 2) The designated Senior Official has the authority to bind the organization to the provisions of this Memorandum of Understanding; and
- 3) The designated Senior Official has the authority to enforce the provisions of this Memorandum of Understanding.

Signature of Senior Official: _____

Type or Print Name of Official Above: _____

Organizational Title of Senior Official: _____

Date: _____ Telephone: (____)_____

The Economic Research Service and the National Agricultural Statistics Service concur in the Memorandum of Understanding and authorize access by the Organization to the ARMS data. This is effective as of the date of the ERS and NASS representatives' signatures below.

Signature of ERS Official: _____

Type or Print Name of ERS Official: Mary Bohman

Title: Division Director, RRED Telephone: (202) 694-5500

Date Approved: _____

Signature of NASS Official: _____

Type or Print Name of NASS Official: Joseph T. Reilly

Title: Associate Administrator Telephone: (202) 720-4333

Date Approved: _____

ARMS PROJECT AGREEMENT

between the
THE UNITED STATES DEPARTMENT OF AGRICULTURE
ECONOMIC RESEARCH SERVICE (ERS),
NATIONAL AGRICULTURAL STATISTICS SERVICE (NASS),
and the

_____ (name of university, institution, or agency)
(hereinafter referred to as the Organization)

SUBJECT: Access by specified Organization staff to ERS/NASS Agricultural Resource Management Survey (ARMS) data that have been collected and acquired for exclusively statistical purposes under a pledge of confidentiality.

NAME OF THE PROPOSED PROJECT: _____

PROJECT LEADER (Cannot be a student for university-based research):

- Name:
- Title:
- Address:
- Phone number:
- Email address:

LOCATION OF DATA ACCESS:

Check your preference(s) on where to access to ARMS data:

- ___ 1) On-site at NASS State Offices, generally located in each State Capital city (www.nass.usda.gov/About_NASS/sso_directory.pdf); List the State Office _____;
- ___ 2) Via the Internet through the NORC Data Enclave web site that charges user fees (<http://www.norc.org/DataEnclave/>).
- ___ 3) On-site at Economic Research Service headquarters at 1800 M. St, NW, Washington, DC; or
- ___ 4) On-site at National Agricultural Statistics Service headquarters at 1400 Independence Ave, SW, Washington, DC.

WHAT SPECIFIC ARMS DATA WILL BE USED? List the years, phase II or phase III, and, if required, which commodity-specific versions (<http://www.ers.usda.gov/Data/ARMS/GlobalDocumentation.htm>).

END DATE: _____ (One year limit for student research, two year limit for all others. The project starts upon ERS and NASS approval of this agreement)

PROJECT SUMMARY:

Present an overview of the project in a minimum of one page including the objectives, the methodology, how ARMS data will benefit this project, and how this project will contribute to a further understanding of the agriculture sector.

PROJECT PARTICIPANT INFORMATION (repeat for each person):

Name:

Title:

Phone number:

Email address:

MEMORANDUM OF UNDERSTANDING:

The Memorandum of Understanding associated with this Agreement serves as the foundation for the cooperation between the Organization, ERS, and NASS regarding the use of ARMS data for strictly statistical purposes. All projects that access the ARMS must adhere to and abide by the provisions laid out in the Memorandum of Understanding.

DATA SHARING:

The Confidential Information Protection and Statistical Efficiency Act of 2002 (CIPSEA), Title V of the E-Government Act of 2002 (Public Law 107-347), Subtitle A, establishes standards and requirements that provide the legal authority for any party entering into this Memorandum of Understanding. CIPSEA allows Federal agencies that collect data under the pledge of confidentiality to share individual identifiable data for statistical purposes only, to deny use of the data for non-statistical purposes, such as enforcing regulations or release under the Freedom of Information Act (FOIA), and to punish those who disclose identifiable information about individual respondents.

PENALTIES:

The protection of data collected under this law is supported by a penalty of a Class E Felony for a knowing and willful disclosure of confidential data. This includes imprisonment for up to five (5) years and fines up to \$250,000. Any violation of this Memorandum of Understanding may also be a violation of Federal criminal law under the Privacy Act of 1974, 5 U.S.C. 552a. In addition to the imposition of civil/criminal fines and penalties, any violation of data confidentiality will result in the termination of this Agreement and the Memorandum of Understanding.

DISSEMINATION AND DISCLOSURE REVIEW OF INFORMATION:

The Organization will submit a copy of all drafts reporting data summaries or analytical findings from the ARMS to ERS or NASS for disclosure review prior to public dissemination and will provide final copies of any publications. Only reviewed and approved summary or statistical results, analyses, or other information developed as a result of any research based on ARMS data made available under this Agreement and the associated MOU may be published. Planned publications may include articles in professional journals, in-house publications, and posters or presentations at professional meetings. Parameter estimates from the data may be used in models to estimate economic and environmental impacts.

SECURITY:

- 1) Each member of the project, including the Project Leader, must participate in NASS confidentiality training and sign an ADM-043 NASS Certification and Restrictions on the Use of Unpublished Data in the presence of a NASS official;
- 2) Each member will attend annual confidentiality training and re-certify the ADM-043;
- 3) Each member will ensure that his/her computing environment does not expose confidential data to unauthorized individuals; and
- 4) During on-site visits, no data, including printouts, diskettes, compact disks, portable memory, or electronic transmissions, will be removed without the approval of ERS, NASS, or the State NASS Statistician.
- 5) Will respect the confidentiality of the data at all times including past the termination date of this access Agreement; and
- 6) Until cleared by NASS or ERS, the members shall not disclose data or other information containing or derived from the data to anyone other than individuals for whom access is authorized under this MOU and who have executed a Certification and Restrictions on Use of Unpublished Data (USDA-NASS ADM-043).

SIGNATURES:

The Organization Project Leader shall sign this Project Agreement below. The Project Leader certifies, by his/her signature, that all provisions of this Project Agreement and Memorandum of Understanding referenced in this document will be adhered to and enforced by all participants of this project.

Signature of Project Leader: _____
Type or Print Name: _____
Date: _____

The Organization designated Senior Official shall sign this Project Agreement below. The Senior Official certifies, by his/her signature, that:

- 1) The Organization has the authority to undertake the commitments of this Project Agreement;
- 2) The designated Senior Official has the authority to bind the Organization to the provisions of this Project Agreement;
- 3) The designated Senior Official has the authority to enforce the provisions of this Project Agreement; and
- 4) that this Project has been reviewed and approved for access and use of ARMS data.

Signature of Senior Official: _____
Type or Print Name: _____
Title: _____
Date: _____

The Economic Research Service (ERS) and the National Agricultural Statistics Service (NASS) concur in the Project Agreement and authorize access by the Organization to the ARMS data. This agreement is effective as of the date of the ERS and NASS Officials' signatures below.

Signature of ERS Official: _____

Name: Mary Bohman

Title: Director, RRED, Telephone: (202) 694-5500

Date Approved: _____

Signature of NASS Official: _____

Name: Joseph T. Reilly

Title: Associate Administrator, Telephone: (202) 720-4333

Date Approved: _____