



INSTRUCTIONS

Memorandum of Understanding

Before proceeding with this MOU, it is crucial that you carefully read and understand these instructions.

If the Authorizer(s) for the restricted microdata requested is:

1. USDA NASS

- Review the NASS Asset MOU.
- Add organization information on pages 1 and 4.
- For questions about the MOU or the rules of behavior it specifies, contact the NASS Data Lab at sm.nass.data.lab@usda.gov

2. USDA NASS and USDA ERS

- Review the NASS-ERS Co-owned Asset MOU.
- Add organization information on pages 1 and 5.
- For questions about the MOU or the rules of behavior it specifies, contact the ERS Team at ARMSDisclosureReview@usda.gov

The following signatures are required before uploading the MOU to the application:

- The Project Leader/Principal Investigator must sign on the last page.
- The Organization Senior Official with authority to sign binding documentation must sign on the last page.

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 Information:

- **Note:** Approving Officials from NASS and/or ERS will sign and finalize the MOU after the project has been fully approved.
- Signatures must be digital or ink, electronic script font or images are not acceptable.
- If multiple organizations are participating in the project, a separate MOU is required for each.

MEMORANDUM OF UNDERSTANDING
between
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 the ERS/NASS Agricultural Resource Management Survey (ARMS), Tenure, Ownership and Transition of Agricultural Land (TOTAL), and/or Survey of Irrigation Organizations (SIO) 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 three (3) 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, TOTAL, and/or SIO data may be accessed remotely through a secure Data Enclave that charges user fees.

DATA ACCESS:

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

Organization and their staff responsibilities for remote access:

- 1) Will not allow access to data by researchers that are not U.S. citizens until USDA completes a background clearance.
- 2) Will not remove or reproduce data or any media containing information derived from ARMS, TOTAL, and/or SIO data outside the data enclave, including (but not limited to) portable storage, phones, tablets, laptops, electronic transmissions, photos/images, printouts, screen captures, or screen sharing, without the approval of the ERS or NASS Data Lab Agent/Manager; and
- 3) Will respect the confidentiality of ARMS, TOTAL, and/or SIO data at all times including past the termination date of this Memorandum of Understanding;

DATA COLLECTION:

ARMS, TOTAL and SIO data are collected from farm operators or landlords about their farm businesses and households. ARMS is conducted annually in three phases and TOTAL and SIO are periodic surveys conducted 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), Confidential Information Protection and Statistical Efficiency Act of 2018 (CIPSEA), Title III of Pub. L. No. 115-435, codified in 44 U.S.C. Ch. 35, 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 2018 (CIPSEA), Title III of Pub. L. No. 115-435, codified in 44 U.S.C. Ch. 35, 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 individually 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.

CIPSEA defines statistical purposes to include the description, estimation, or analysis of the characteristics of groups without identifying individuals. ARMS, TOTAL, and/or SIO data cannot be used for non-statistical purposes including administrative, regulatory, law enforcement, adjudicatory, or other purposes that affect the rights, privileges, or benefits of a particular respondent.

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 AND/OR TOTAL DATA:

GENERAL:

The Organization has a current and ongoing need to conduct agricultural statistical 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, TOTAL, and/or SIO data provide a source of agricultural production, financial, household, and management data that will support many research efforts in these areas.

SPECIFIC:

An approved Standard Application Process (SAP) application is needed for each research project.

DISSEMINATION AND DISCLOSURE REVIEW OF INFORMATION:

The Organization is accountable for protecting ARMS, TOTAL, and/or SIO confidentiality and will request a data enclave export for data summaries or analytical findings from the ARMS, TOTAL, and/or SIO for disclosure review by ERS/NASS prior to release from the data enclave for internal or public dissemination. The scope of this review will be to determine compliance with CIPSEA and the Privacy Act, and to ensure adherence to the confidentiality and security provisions established under this agreement. The disclosure review and approval covers all statistics, analytical findings, or details based on ARMS, TOTAL and/or SIO data made available under this Memorandum of Understanding. Information that might be identified with a particular farmer or farm operation cannot be published. Statistical methods, hypothesis testing, and conclusions are the Organization's responsibility and not part of the disclosure review. Publications that include data from this agreement must clearly state that the conclusions presented do not confer USDA, ERS, or NASS, support and are solely the responsibility of the Organization. The Organization will also provide final copies of any published papers or other research output from the project intended for internal or public dissemination.

After the Organization has submitted export requests for research results and necessary criteria per the guidance of the USDA NASS Data Lab Handbook (PSM-CS-02-Attachment A), ERS/NASS will complete the review of outputs and notify the Organization as soon as possible. ERS/NASS will expend sufficient efforts to complete the review within sixty (60) days of receipt. If the review process will exceed sixty (60) days, ERS/NASS will inform the Organization of the anticipated completion date. Agents may not discuss or disseminate research outputs until ERS/NASS have completed their review and an authorization has been provided to the Project Lead. The Organization will be bound by the determinations of ERS and NASS.

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 an application to NASS/ERS through the Standard Application Process (SAP) for review and approval for each individual research project that will access ARMS, TOTAL, and/or SIO data.

RESPONSIBILITIES OF THE SENIOR OFFICIAL:

The Organization's Senior Official will:

- 1) Ensure that ARMS, TOTAL, and/or SIO data are being used for statistical purposes only, as defined in the Confidential Information Protection and Statistical Efficiency Act of 2018 (CIPSEA);
- 2) Notify ERS/NASS when the project no longer needs access to ARMS, TOTAL, and/or SIO data;
- 3) Notify ERS/NASS when the project purpose changes;
- 4) Have each member of the project, including the Project Leader, participate annually in NASS confidentiality training;
- 5) Immediately notify ERS/NASS when job status changes for any project member; and
- 6) Affix his/her signature to this Memorandum of Understanding.

SECURITY:

- 1) Each member of the project who is not a U.S. citizen will not access or view data until receiving a successful background clearance.
- 2) 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;
- 3) Each member will attend annual confidentiality training and re-certify the ADM-043;
- 4) Each member will ensure that his/her computing environment does not expose confidential data to unauthorized individuals;
- 5) Photography, screen clipping, screen sharing, replication of data or any other form of reproduction containing information derived from this agreement is prohibited. Any analysis or data may not be copied or captured to other mediums, including portable drives, phones, tablets, or laptops;
- 6) Each member will respect the confidentiality of the data at all times including past the termination date of this access Agreement; and
- 7) Until cleared by NASS or ERS, members shall not disclose data or other information containing or derived from the data to anyone other than individuals

The Organization agrees to:


- 1) Make all ARMS and TOTAL 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, TOTAL and/or SIO project;
- 3) Ensure all project team participants annually sign a Certifications and Restrictions on Use of Unpublished Data (USDA-NASS ADM-043);
- 4) Deter accidental exposure of ARMS, TOTAL, and/or SIO 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) Allow NASS and/or ERS officials to carry out IT security inspections of the Organization's workplace from where the Data Enclave access has been authorized.

LOCATION OF ALL PARTIES:

- 1) Research Entity Name: _____
College or Department: _____
City: _____ State: _____ ZIP code: _____
- 2) Economic Research Service
United States Department of Agriculture
805 Pennsylvania Ave
Kansas City, MO 64105
- 3) National Agricultural Statistics Service
United States Department of Agriculture
1400 Independence Avenue, SW
Washington, DC 20250-2001

SIGNATURES:

The Organization's Project Leader certifies, by his/her signature, that all provisions of this application and resulting Memorandum of Understanding will be adhered to and enforced by all participants of this project.

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

The Organization's 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.
- 4) This Project has been reviewed and approved for access and use of ARMS, TOTAL, and/or SIO data.

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 with the Memorandum of Understanding and authorize access by the Organization to the ARMS, TOTAL, and/or SIO data. This is effective as of the date of the ERS and NASS representatives' signatures below.

Signature of ERS Official: _____
Name: Thomas Worth
Title: Division Director, Resource and Rural Economics Division
Telephone: (816) 926-3843

Signature of NASS Official: _____
Name: Joseph L. Parsons
Title: Chair, Agricultural Statistics Board
Telephone: (202) 690-8141