

**SOCIAL SECURITY ADMINISTRATION (SSA) AGREEMENT  
REGARDING CONDITIONS FOR USE OF SSA DATA**

This is an agreement between the Social Security Administration (SSA) and

\_\_\_\_\_.

Terms and conditions that apply to the use of SSA data files:

1. This agreement addresses the conditions under which SSA will disclose and the recipient will obtain and use the SSA data files indicated in Section 11 of this agreement. The terms of this agreement can be changed only by a written modification or by the adoption of a new agreement.
2. The parties to this agreement agree that SSA retains ownership of the data files referred to in this agreement.
3. The recipient warrants that the data files indicated in Section 11 of this agreement will be used solely for the following purpose(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The data to be used for this project will only be used for research and/or statistical purposes as delineated in 20 C.F.R. Part 401. No decisions about individuals will be made based on this information.

All projects for which these data will be used must be specified here. Any other use will require SSA's express written authorization.

4. The following named individual is designated as Custodian of the files on behalf of the recipient. The Custodian will be responsible for the observance of all conditions of use and for the establishment and maintenance of security arrangements to prevent unauthorized use of the data. The recipient agrees to notify SSA within 15 days of any change of custodianship.

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(Name of Custodian)

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(Agency/Organization)

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(Street Address)

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(City/State/ZIP Code)

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(Phone number and E-mail Address)

5. Copies or extracts of the data from the files will be given the same treatment as original records in the data provided by SSA.
6. The recipient will provide SSA with a signed confidentiality agreement by all persons who will have access to the data.
7. If SSA provides statistical or tabular data or individual-specific records from which identifiers have been removed or have been masked, the recipient agrees that no effort will be made by any persons to identify any individual to whom the particular data in the file pertain. Should an individual be inadvertently identified, notification of such will be sent to SSA.
8. The recipient agrees to remove individual identifiers from the files as soon as is reasonably possible.
9. The recipient agrees not to publish or otherwise release any information extracted or derived from an individual record. The recipient agrees that he shall not disclose, release, or otherwise grant access to the data covered by this agreement to any person without first obtaining written authorization from the SSA signer of this agreement or his designee.
10. The recipient agrees that access to the data covered by this agreement shall be limited to the minimum number of individuals necessary to achieve the purpose(s) stated in Section 3.

11. The following data files are covered by the agreement:

File	Year(s)
_____	_____
_____	_____
_____	_____
_____	_____

12. The parties agree that the files listed in Section 11 of this agreement may be retained by the recipient until the expiration of the memorandum of agreement. Upon attainment of the expiration date, the recipient may either:

- (1) Request a 1 year extension on a renewal of the agreement;
- (2) Return all of the original SSA files and all copies and/or derivative files to SSA; or
- (3) Destroy the original SSA files, all copies and/or derivative files, and send SSA written certification that this destruction has occurred.

13. The recipient agrees to provide SSA with a data protection plan for the facility at which the SSA data will reside. The recipient agrees to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established by the Office of Management and Budget (OMB) in OMB Circular No. A-130, Appendix III – Security of Federal Automated Information Systems (<http://www.whitehouse.gov/omb/circulars/a130/a130.html>) which sets forth guidelines for security plans for automated information systems in Federal agencies.

14. The User(s) acknowledges that the use of unsecured telecommunication, including the Internet, to transmit individually identifiable or deducible information derived from the file(s) specified in section 11 is prohibited. Further, the User(s) agrees that the data must not be physically moved or transmitted in any way from the site indicated in item number 4 without written approval by SSA.

15. The recipient agrees that authorized representatives of SSA and/or its Office of the Inspector General will be granted access to premises where the SSA files covered by this agreement are kept for the purpose of inspecting security arrangements and adherence to the terms of this agreement.

16. An act by any person to use or release the data listed in Section 11 of this agreement in a way prohibited herein will cause this agreement to be revoked and

may require immediate return to SSA of all files including derivatives and copies released to the recipient under the auspices of this agreement.

17. Signatures

_____ Edward J. DeMarco Associate Commissioner Office of Research, Evaluation, and Statistics Social Security Administration	_____ Date
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_____ Authorizing Official and Title	_____ Date
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_____ Custodian	_____ Date
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**Paperwork Reduction Act Statement** - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget control number. We estimate that it will take about 4 hours to read the instructions, gather the facts, and answer the questions.

If you have *comments on our time estimate please send them to: SSA, 6400 Security Blvd. Baltimore, MD 21235-0001. Send only comments relating to our time estimate to this address, not the completed form.*