

## Limited Access Death Master File Non-Federal Subscriber Agreement

The Agreement is entered into between the National Technical Information Service (NTIS), U.S. Department of Commerce and [Enter Subscriber's Name], hereinafter referred to as "Subscriber."

- 1. Scope:** If Subscriber does not have a current Death Master File (DMF) subscription in place with NTIS, Subscriber agrees to transfer to NTIS funding consistent with the attached Limited Access Death Master File Subscriber Order Form (Attachment A1) or Limited Access Death Master File: Online Search Price List and Order Form (Attachment A2). In consideration of such payment, NTIS agrees to provide Subscriber with the Limited Access DMF, as defined in 15 CFR § 1110.2. NTIS also grants to Subscriber a non-exclusive, non-transferable right to make the Limited Access DMF available only to Subscriber's employees, contractors, and subcontractors whom Subscriber has determined meet the requirements to be a Certified Person as set forth in regulations found at 15 CFR § 1110.2.
- 2. Authority:** NTIS is authorized to enter into this Agreement and receive funds under 15 U.S.C. §§ 1153 and 3704b note. NTIS is authorized to perform the services detailed in this Agreement, including providing the Limited Access DMF to Subscriber, pursuant to 15 U.S.C. § 3704b and 15 U.S.C. §§ 1151-1157. In addition, NTIS is authorized to establish a certification program under which persons may obtain immediate access to the Death Master File (DMF), pursuant to § 203 of the Bipartisan Budget Act of 2013.
- 3. Requirements for Subscribers:**
  - (a) Subscriber must at all times during this Agreement be a Certified Person as defined in 15 CFR §1110.2.
  - (b) Subscriber agrees that beginning on the effective date of this Agreement, all provisions of this Agreement apply to any and all Limited Access DMF provided to Subscriber by NTIS under this Agreement.
  - (c) Should any of the information to which it certified on the Subscriber Certification Form change during the term of this Agreement, Subscriber agrees to notify NTIS of the change and whether Subscriber believes the change results in loss of Subscriber's status as a Certified Person, in writing, immediately, but no later than 24 hours after Subscriber becomes aware of the change.
  - (d) Should Subscriber cease to be a Certified Person during the term of this Agreement, Subscriber agrees to destroy all Limited Access DMF provided to Subscriber by NTIS under this Agreement and will certify to NTIS in writing that it has destroyed all such Limited Access DMF.
  - (e) Subscriber agrees that if it uses the DMF on a continuing basis it must, after receiving an updated complete DMF, keep that file updated by continually purchasing and incorporating all regular updates (new deaths/changes/deletions), beginning with the same month as the original file.
  - (f) Subscriber agrees to be subject to audit by NTIS to determine Subscriber's compliance with the requirements of 15 CFR Part 1110. Subscriber agrees to permit NTIS to conduct periodic and unscheduled audits of the systems, facilities, and procedures of Subscriber relating to Subscriber's safeguards for, access to, and use and distribution of, Limited Access DMF, during regular business hours. Subscriber understands and agrees that failure to cooperate with any NTIS audit may result in immediate termination of this Agreement.
  - (g) Subscriber agrees to retain a list of all employees, contractors, and subcontractors to which it provides Limited Access DMF and to make that list available to NTIS as part of any audits conducted under paragraph (f) above.
- 4. Authorized Purposes:** The rights granted to Subscriber under this Agreement are solely for Authorized Purposes. Authorized Purposes are limited to search, retrieval, display, downloading and processing of Limited Access DMF by Subscriber and Subscriber's employees, contractors and subcontractors who meet the requirements to be a Certified Person as set forth in 15 CFR 1110.102, through Subscriber's computer system on Subscriber's premises.

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- 5. Prohibited Purposes:** Sale or redistribution of Limited Access DMF, or copying, modifying, or posting all or a portion of Limited Access DMF for the purpose of modifying it, or posting modified DMF on the public Internet are expressly prohibited under this Agreement. In addition, sublicensing or re-distributing the Limited Access DMF to another party, making it available to other parties via the World Wide Web or other gateway, or to otherwise making it available to users who are not Subscriber's employees, contractors, or subcontractors who meet the requirements to be a Certified Person as set forth in 15 CFR 1110.102, are also prohibited.
- 6. Security:** In order to safeguard the Limited Access DMF provided to Subscriber under this Agreement, Subscriber agrees that:
- (a) Subscriber will at all times have security provisions in place to protect the Limited Access DMF from being visible, searchable, harvestable, or in any way discoverable on the World Wide Web. Subscriber represents that it currently has, and will maintain for the term of this Agreement, systems, facilities, and procedures in place to safeguard all Limited Access DMF, and experience in maintaining the confidentiality, security, and appropriate use of Limited Access DMF, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to Subscriber, and agrees to audits as set forth in this Agreement.
  - (b) Subscriber understands that any successful attempt by any person to gain unauthorized access to or use of the Limited Access DMF from Subscriber may result in immediate termination of this Agreement. In addition, any successful attempt by any person to gain unauthorized access may under appropriate circumstances result in penalties as prescribed in 15 CFR § 1110.200 levied on both Subscriber and the person attempting such access. Any unauthorized access or attempted unauthorized access is a breach or attempted breach of security and must immediately be reported to NTIS at [dmfcert@ntis.gov](mailto:dmfcert@ntis.gov).
- 7. Payment:** If Subscriber does not have a current DMF subscription in place with NTIS, Subscriber agrees to pay applicable fees in advance in accordance with the fee schedules in Attachment A1 or Attachment A2 to this Agreement, as applicable. NTIS reserves the right to change any fees set forth in Attachment A1 or Attachment A2, to establish new fees or to waive fees during the term of this Agreement by giving Subscriber 90 days advance notice.
- 8. Penalties:** Subscriber acknowledges that failure to comply with the provisions of paragraph (3) of the Subscriber Certification Form may subject the Subscriber to penalties under 15 CFR 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year.
- 9. Liability:** The U.S. Government/NTIS (a) makes no warranty, express or implied, with respect to information provided under this agreement, including, but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assumes no liability for any direct, indirect or consequential damages flowing from any use of any part of the Limited Access DMF, including infringement of third party intellectual property rights; and (c) assumes no liability for any errors or omissions in Limited Access DMF. Subscriber hereby waives, relinquishes and releases the U.S. Government/NTIS from any claim for damage or injury arising from its acquisition or use of the Limited Access DMF or in any products derived from it.

Without limiting in any way the scope and breadth of the foregoing, the parties acknowledge that the Limited Access DMF has inaccuracies and that NTIS and the Social Security Administration (SSA), which provides the DMF to NTIS, do not guarantee the accuracy of the Limited Access DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person on the Limited Access DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the Limited Access DMF. (See Attachment B.)

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- 10. Indemnification and Hold Harmless:** To the extent not prohibited by law, Subscriber shall indemnify and hold harmless the U.S. Government/NTIS from all claims, liabilities, demands, damages, expenses, and losses, whether sounding in tort, contract or otherwise, arising from or in connection with Subscriber's or Subscriber's employees, contractors, or subcontractors use of the Limited Access DMF. This provision shall survive termination of this Agreement and will include any and all claims or liabilities arising from intellectual property rights.
- 11. Governing Law:** This Agreement will be governed by applicable Federal law.
- 12. Term of Agreement and Amendments:** This agreement is effective on the last date of signature by the parties below and will remain in effect for one year or, if Subscriber has a current DMF subscription in place with NTIS, the subscription expiration date, whichever is earlier. This Agreement may be renewed on an annual basis by written amendments signed by both parties for up to five years, contingent upon Subscriber executing the current version of the Subscriber Certification Form annually and fulfilling any and all other requirements set forth in NTIS regulations found at 15 CFR part 1110. This Agreement may be amended at any time by a written amendment signed by both parties. Subscriber must be a Certified Person throughout the term of this Agreement, and subscription will be immediately terminated if Subscriber loses status as a Certified Person.
- 13. Termination:** Either party may terminate the Agreement by giving the other 90 days written notice. If Licensee terminates, Licensee will not receive any refund, proration or abatement of any fees paid to NTIS. If NTIS terminates, Licensee will receive a refund for the unused portion of the Annual Fee unless Licensee is in breach of this Agreement, or has violated 15 CFR part 1110, in either case as determined by NTIS. Upon termination of this Agreement by either party, Subscriber agrees to destroy all Limited Access DMF provided to Subscriber by NTIS under this Agreement and will certify to NTIS in writing that is has destroyed all such Limited Access DMF.
- 14. Resolution of Disagreements:** Should disagreements arise on the interpretation of the provisions of this Agreement or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.
- Both parties agree that all claims, disputes, and/or causes of action arising under or related to this Agreement, not resolved in the dispute resolution process, shall be brought in a court/forum of competent Federal jurisdiction.

## Limited Access Death Master File Non-Federal Subscriber Agreement

### 15. Contact Information:

#### A. Program Management:

Subscriber	Primary	Alternate
Contact Name		
Organization		
Address		
Phone Number		
Fax Number		
Email Address		
NTIS	Primary	Alternate
Contact Name	Daniel Ramsey	
Organization	National Technical Information Service (NTIS); Manager, Office of Product and Program Management	
Address	National Technical Information Service (NTIS) 5301 Shawnee Road Alexandria, Virginia 22312	
Phone Number	703-605-6703	
Fax Number	703-605-6372	
Email Address	<a href="mailto:dramsey@ntis.gov">dramsey@ntis.gov</a>	



## Limited Access Death Master File Non-Federal Subscriber Agreement

**B. Financial:**

Subscriber	Primary	Alternate
Contact Name		
Organization		
Address		
Phone Number		
Fax Number		
Email Address		
NTIS	Primary	Alternate
Contact Name	NTIS Accounting	NTIS Accounting
Organization	NTIS Accounting	NTIS Accounting
Address	5301 Shawnee Road Alexandria, VA 22312	5301 Shawnee Road Alexandria, VA 22312
Phone Number	703-605-6600	703-605-6600
Fax Number	703-605-6743	703-605-6743
Email Address	<a href="mailto:lharper@ntis.gov">lharper@ntis.gov</a>	<a href="mailto:escott@ntis.gov">escott@ntis.gov</a>

**SUBSCRIBER:**

Authorized Signature

\_\_\_\_\_

Name: \_\_\_\_\_

Corporate Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

NTIS Subscription Number: \_\_\_\_\_

NTIS Certification Invoice/Confirmation Number: \_\_\_\_\_

\_\_\_\_\_

Subscription Administrator \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

**Fax to 703-605-6900**

**National Technical Information Service**

**U.S. Department of Commerce**

**5301 Shawnee Rd.**

**Alexandria, VA 22312**

SAMPLE

**Attachment A1: Limited Access Death Master File Subscriber Order Form**

**Attachment A2: Limited Access Death Master File: Online Search Price List and Order Form**

**Attachment B: Important Information – Mandatory Requirements Death Master File**

**LADMF Terms and Conditions Revised 3-24-2014**



## Attachment B

# Important Information-Mandatory Requirements Death Master File

### IMPORTANT INFORMATION – MANDATORY REQUIREMENTS DEATH MASTER FILE

#### **TO ALL SUBSCRIBERS PURCHASING THE SOCIAL SECURITY ADMINISTRATION'S (SSA) DEATH MASTER FILE (DMF):**

As a result of a court case under the Freedom of Information Act, SSA is required to release its death information to the public. SSA's DMF contains the complete and official SSA database extract, as well as updates to the full file of persons reported to SSA as being deceased. However, you, as a subscriber/purchaser of SSA's DMF, are advised at the time of initial purchase that the DMF does have inaccuracies and **SSA DOES NOT GUARANTEE THE ACCURACY OF THE DMF FILE**. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person on this file is not proof that the individual is alive. Further, in rare instances it is possible for the records of a person who is not deceased to be included erroneously in the DMF. If an individual seeing your copy of the DMF has a complaint that they find erroneous data/death information on that DMF, you should advise them to follow the procedures listed below. In fact, you should be providing the information below in your publication, if any, of the DMF:

**ERRORS** – If an individual claims that SSA has incorrectly listed someone as deceased (or has incorrect dates/data on the DMF), the individual should be told to contact their local Social Security office (with proof) to have the error corrected. The local Social Security office will:

- (1) make the correction to the main NUMIDENT file at SSA and give the individual a verification document of SSA's current records to use to show any company, recipient/purchaser of the DMF that had the error; OR,
- (2) find that SSA already has the correct information on the main NUMIDENT file and DMF (probably corrected sometime prior), and give the individual a verification document of SSA's records to use to show to any company subscriber/purchaser of the DMF that had the error.

In the latter case (2 above), the DMF subscriber (you) probably received the incorrect death data sometime prior to the correction of SSA's main records. (The only way you can now get an updated DMF with the correction would be to again purchase the entire DMF file and keep it current with all of the **MONTHLY OR WEEKLY UPDATES** – See **MANDATORY REQUIREMENTS** below.) You should accept proof from the individual (his/her own records or the verification s/he received from the local Social Security office) and correct your copy of the DMF. You should also notify any organization to which you sold the DMF that this correction needs to be made.

**MANDATORY REQUIREMENTS:**

It is mandatory that all subscribers of the DMF intending to use its data on a continuing basis must, after receiving an updated complete **DMF FULL FILE**, keep that file updated by continually purchasing all **MONTHLY OR WEEKLY UPDATES (NEW DEATHS/CHANGES/DELETIONS)**, beginning with the same month as the Full File. If you are not meeting SSA's requirements because you are not receiving the **MONTHLY OR WEEKLY UPDATES ON A CONTINUING BASIS** immediately after receiving the **FULL FILE**, then you are **NOT** keeping your DMF up-to-date with SSA's records. Thus, you are working with a DMF with an increased number of unnecessary inaccuracies and possibly adversely affecting an increased number of individuals. **NO ONE IS TO SELL THE DMF WITHOUT REQUIRING CONTINUOUS SUBSCRIBERS TO ADHERE TO THIS MANDATORY REQUIREMENT FOR KEEPING THEIR DMF UP-TO-DATE.**

**YOU, AS A DMF SUBSCRIBER, ARE REMINDED THAT YOU SHOULD NOT TAKE ANY ADVERSE ACTION AGAINST ANY INDIVIDUAL WITHOUT FURTHER INVESTIGATION TO VERIFY THE DEATH LISTED.**

If you, as a subscriber to SSA's DMF are making available/selling SSA's DMF information to others, you **MUST ALSO PROVIDE THEM WITH A COPY OF THIS NOTICE.**

**NOTE: DO NOT TELL ANYONE TO CONTACT NTIS OR SSA HEADQUARTERS FOR CORRECTIONS! CORRECTIONS MUST BE MADE AT THE LOCAL SOCIAL SECURITY OFFICE SERVICING THE INDIVIDUAL.**

SAMPLE