U.S. Department of Commerce
National Technical Information Service
Alexandria, VA 22312

Agreement No. _____

Limited Access Death Master File
Non-federal Licensee Agreement for Use and Resale

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

1. Scope: For purposes of this Agreement, Licensee is considered a Subscriber and must execute and submit the Subscriber Certification Form in order to become a Certified Person. If Licensee does not have a current Death Master File (DMF) subscription in place with NTIS, Licensee agrees to pay to NTIS an annual fee, as set forth in Attachment A, in consideration for which NTIS agrees to provide Licensee with the Limited Access DMF, as defined in 15 CFR § 1110.2, for Licensee's use in accordance with the terms of this Agreement. NTIS also grants to Licensee a non-exclusive, non-transferable right to make the Limited Access DMF available for use only to Licensee's employees, contractors, subcontractors, and for resale only to customers, all of whom Licensee must determine 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 Licensee, 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 Licensees:

(a) Licensee must at all times during this Agreement be a Certified Person as defined in 15 CFR 1110.2.

(b) Licensee 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 Licensee 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, Licensee agrees to notify NTIS of the change and whether Licensee believes the change results in loss of Licensee's status as a Certified Person, in writing, immediately, but in no event later than 24 hours after Licensee becomes aware of the change.

(d) Should Licensee cease to be a Certified Person during the term of this Agreement, Licensee agrees to destroy all Limited Access DMF provided to NTIS under this Agreement and will certify to NTIS in writing that is has destroyed all such DMF.

(e) Licensee must include in all contracts and agreements with others under which Licensee will give access to the Limited Access DMF, provisions that require the recipients of the Limited Access DMF (Recipients) to comply with the terms of this Agreement and the requirements of 15 CFR Part 1110, and that require the Recipients to flow down those provisions in any subsequent contracts or other agreements of recipients for access to the Limited Access DMF;

(f) Licensee 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.

(g) Licensee agrees to be subject to audit by NTIS to determine Licensee's compliance with the requirements of 15 CFR Part 1110. Licensee agrees that NTIS may conduct periodic and unscheduled audits of the systems, facilities, and procedures of Licensee relating to Licensee's safeguards for, access to, and use and distribution of, Limited Access DMF, during regular business hours. Licensee understands and agrees that failure to cooperate with any NTIS audit may result in immediate termination of this Agreement.

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(h) Licensee agrees to retain a list of all employees, contractors, subcontractors, and customers to which it provides Limited Access DMF and to make that list available to NTIS as part of any audits conducted under paragraph (g) above.

4. Authorized Purposes: The rights granted to Licensee under this Agreement are solely for Authorized Purposes. Authorized Purposes are:

(a) Internal Use: Licensee may allow employees of the Licensee organization to search, retrieve, display, download and process data from the Limited Access DMF through Licensee's or Licensee's contractors' or partners' computer system for the Licensee organization's own internal needs;

(b) Access: Licensee may combine or integrate the Limited Access DMF with other software or technology that Licensee owns or is authorized to use in order to make it easier for Licensee's customers to search the Limited Access DMF and retrieve information from it;

(c) Customized Information Products: Licensee may derive information from the Limited Access DMF and make that information available to its customers that meet the requirements of a Certified Person. Licensee must inform NTIS of all subsequent value-added products that are created using the Limited Access DMF. To the extent possible, Licensee should include in such information products the following attribution: "Limited Access Death Master File, NTIS, U.S. Department of Commerce".

(d) Backup: Licensee may make a backup copy of the Limited Access DMF provided to it under this Agreement.

5. Prohibited Purposes: Except as provided in paragraph 4. above, Licensee may not:

(a) sublicense, transfer, assign, or otherwise convey any rights under this Agreement without NTIS's prior approval;

(b) make the Limited Access DMF visible, searchable, harvestable, or in any way discoverable on the World Wide Web;

(c) make duplicates, distribute, sell, commercially exploit, create derivative works from, or otherwise make available the Limited Access DMF or information contained therein, in any form or medium, to any third party;

(d) assert or authorize anyone to assert any proprietary rights to the Limited Access DMF in whole or in part or to represent the Limited Access DMF or any part of it as other than a United States Government Database;

(e) alter the specific data elements contained in Limited Access DMF or compromise its integrity, or authorize anyone else to do so, but Licensee may reformat the Limited Access DMF; or

(f) make the Limited Access DMF in any form available to Licensee's employees, contractors, subcontractors, or customers who do not meet the requirements to be a Certified Person as set forth in 15 CFR 1110.102.

6. Security: In order to safeguard the Limited Access DMF provided to Licensee under this Agreement, Licensee agrees that:

(a) Licensee 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. Licensee 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 Licensee, and agrees to audits as set forth in this Agreement.

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(b) Licensee understands that any successful attempt by any person to gain unauthorized access to or use of the Limited Access DMF from Licensee 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 Licensee and the person attempting such access. Licensee will take appropriate action to ensure that all persons accessing the Limited Access DMF from Licensee are aware of their potential liability for misuse or for attempting to gain unauthorized access. Any such access or attempted access is a breach or attempted breach of security and must immediately be reported to NTIS at dmfcert@ntis.gov.

7. Payment: If Licensee does not have a current DMF subscription in place with NTIS, Licensee agrees to pay applicable fees in advance. A fee schedule is attached as Attachment A to this Agreement. NTIS reserves the right to change any fees set forth in Attachment A, to establish new fees or to waive fees during the term of this Agreement by giving Licensee 90 days advance notice.

8. Penalties: Licensee 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 therefrom.

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. Licensee shall include this notification in any sales or usage agreement it enters into with third-parties for the resale of the Limited Access DMF or products derived therefrom. (See Attachment B.)

10. Indemnification and Hold Harmless: To the extent not prohibited by law, Licensee 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 Licensee's, Licensee's employees, contractors, subcontractors, or Licensee's customers' 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 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 Licensee 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 Licensee 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. Licensee must be a Certified Person throughout the term of this Agreement, and subscription will be immediately terminated if Licensee loses status as a Certified Person.

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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, Licensee agrees to destroy all Limited Access DMF provided to Licensee 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.

15. Contact Information:

A. Program Management:

Subscriber	Primary	Alternate
Contact Name		
Organization		
Address		
Phone Number		
Fax Number		
Email Address		
NTIS	**Primary**	**Alternate**
Contact Name	Wayne Strickland	
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	703-605-6543	
Fax Number	703-605-6388	
Email Address	wstrickland@ntis.gov	

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B. Financial:

Subscriber	Primary	Alternate
Contact Name		
Organization		
Address		
Phone Number		
Fax Number		
Email Address		
NTIS	**Primary**	**Alternate**
Contact Name	LaToya Harper	Caren Scott
Organization	NTIS Accounting	NTIS Accounting
Address	5301 Shawnee Road Alexandria, VA 22312	5301 Shawnee Road Alexandria, VA 22312
Phone Number	703-605-6601	703-605-6646
Fax Number	703-605-6743	703-605-6743
Email Address	lharper@ntis.gov	cscott@ntis.gov

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Licensee:

Authorized Signature

_____

Name: _____

Corporate Name: _____

Address: _____

_____

Phone Number: _____

NTIS Subscription Number: _____

NTIS Certification Invoice/Confirmation Number: _____

_____

License Administrator _____

_____

_____

Date _____

Fax to 703-605-6900
National Technical Information Service
U.S. Department of Commerce
5301 Shawnee Rd.
Alexandria, VA 22312

Attachment A: Fee Schedule
Attachment B: Important Information – Mandatory Requirements Death Master File

DMF Terms and Conditions Revised 3-24-2014

U.S. Department of Commerce
National Technical Information Service
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Attachment A

Limited Access Death Master File Use and Resale Order Form

SHIP TO / USER ADDRESS (please print or type)

CUSTOMER MASTER NUMBER (IF KNOWN)		DATE
NAME		
ORGANIZATION		DIVISION / ROOM NUMBER
STREET ADDRESS		
CITY	STATE	ZIP CODE
PROVINCE / TERRITORY	INTERNATIONAL POSTAL CODE	
COUNTRY		
PHONE NUMBER		FAX
E-MAIL		
OTHER CONTACT NAME		OTHER CONTACT PHONE

If renewal notices should be sent to a different address please attach details separately.

METHOD OF PAYMENT (please print or type)

DO NOT ENTER YOUR CREDIT CARD NUMBER or DEPOSIT ACCOUNT NUMBER on this order form if you are faxing or emailing your order. To pay by credit card (MasterCard, VISA, American Express, Discover) or NTIS deposit account, please send the order and then call the NTIS Subscriptions Department at (800) 363-2068 or (703) 605-6060 between 8:30 am - 5:00 pm EST, Monday - Friday.

FOR NTIS USE ONLY

☐ Check / Money Order enclosed for $ _____
(PAYABLE TO NTIS IN U.S. DOLLARS)

Checks will be converted into an electronic fund transfer, see **http://www.ntis.gov/help/eft.aspx**.

National Technical Information Service
5301 Shawnee Rd
Alexandria, VA 22312-2312

NTIS Web Site —
www.ntis.gov/products/ssa-dmf.aspx

SUBSCRIPTIONS PREPAYMENT REQUIRED

8:30 a.m.–5:00 p.m., Eastern Time, M–F
Phone: 1-800-363-2068 or (703) 605-6060
FAX: (703) 605-6880 (24 hours/7 days a week)
E-mail: subscriptions@ntis.gov

ORDER BY MAIL

National Technical Information Service
5301 Shawnee Road
Alexandria, VA 22312-2312

ALL SALES ARE FINAL

NTIS strives to provide quality products, reliable service, and fast delivery. Please contact us for a replacement within 30 days if the item you receive is defective or if we have made an error in filling your order.

SINGLE ISSUES WITHOUT UPDATES

Shipping and handling fees will apply.
Contact the NTIS Sales Desk for details.
8:00 a.m. – 6:00 p.m., Eastern Time, M–F
1-800-553-6847 or (703) 605-6000.
E-mail: orders@ntis.gov

FOR NTIS USE ONLY

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Alexandria, VA 22312

Limited Access Death Master File Use and Resale Order Form

PRODUCT SELECTION (please print or type)

NTIS Web Site — www.ntis.gov/products/ssa-dmf.aspx

Purchasers of the Full File[1], who intend to keep their Death Master File current ARE REQUIRED to purchase a subscription to the DMF Weekly Update file, beginning with the week following the closing date of the current Full File[1]. This is a MANDATE from the Social Security Administration.

SUB-5251: Limited Access Death Master File: Full File[1]		
___ DVD or ___ CD-ROM Single Issue	$1,825	
SUB-5465: Limited Access Death Master File Weekly Updates (single issues are not available)		
Format	**Price**	**Total**
___ Electronically, via https	$7,500	
___ sFTP[2]	$9,800	

[1]Limited Access Death Master File: Full File contains records form 1936 to present, not including updates

[2]Secure FTP requires testing before initiating subscription

Prices Subject to Change

GRAND TOTAL ____

National Technical Information Service
5301 Shawnee Rd
Alexandria, VA 22312-2312

Thank you for your order!

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.