

Memorandum of Understanding

A guide and template for improving coordination and cooperation within the national statistical system and increasing access to administrative data for statistics production



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1. Introduction

In the last decade, the demand for official data and statistics for monitoring and evaluation, and for informed decision making has increased substantially both at national level and internationally. This is, in part, to comply with the indicator framework of the 2030 Agenda for Sustainable Development and due to data needs arising from countries' social and economic programs which have been designed and implemented as a response to the impact of the Covid19 pandemic.

In turn, **National Statistical Systems (NSS)**, integrated by all the producers of official statistics and typically coordinated by the **National Statistical Office (NSO)** – the main producer of official statistics), are responsible to collectively produce said statistics, including sustainable development indicators. To respond to these increasing demands, official statistics producers are exploring the use of alternative data sources to those utilized traditionally in most countries, namely surveys and censuses. A key source in this regard are the data collected by government entities for their own administrative purposes based on their legal mandate, often referred to as **administrative data** or administrative records. In turn, these entities - Ministries, Departments and Agencies (MDAs) – that collect administrative data are generally called **data holders** or depending on their involvement on the data elaboration, data holders.

Administrative data could include regularly updated registers or databases or more ad-hoc data collection. The potential of administrative data to improve the availability, quality, granularity, timeliness of official statistics, as well as to provide accurate data for national and international monitoring of public policy, and at a generally affordable level, is large. However, the access to administrative data from the NSO or other official statistics producers, and data sharing among government entities, remains a challenge in many countries mostly due to legal and/or political concerns. Collaboration and coordination among different agencies and institutions shall therefore be enhanced and can be formalized through a **Memorandum of Understanding (MoU)** that specifies the roles and responsibilities of the parties involved.

Particularly, an MoU between a governmental agency and the NSO can recognize the mandate of the latter to access administrative data provided it is for statistical purposes, as well as other elements that might be of concern of the MoU parties (data security, confidentiality, technical assistance, general or specific expectations, etc.). It is important though to understand that, while an MoU is a non-legal agreement between two parties, it can greatly facilitate a flexible and continuous communication and collaboration between the parties involved in the agreement, by clearly expressing their duties and expectations.

In some countries, an MoU could be synonymously called as a Letter on Intend, or Inter-institutional Agreement or more specifically Data Sharing Agreement, depending on the culture and/or administrative arrangement they are formally used to. To easy the understanding of the recommendations presented thereof, the term MoU is used from now on, although the guidelines provided apply without distinction to the many forms or names that such agreements could take.

This document is a guide on how to develop MoUs regarding data sharing for statistical purposes, with a special focus on government agencies sharing their administrative data with the NSO. Nonetheless, it could likewise be used as a reference by other producers of official statistics wanting to share data



between themselves, if they comply with similar basis conditions as the NSO regarding confidentiality, data treatment and security management, among others. Moreover, under special circumstances, the NSO could eventually agree on an MoU with a government agency on behalf of other producers of official statistics to access to administrative data. No matter the direction of the agreement and the parties involved, the guidelines provided here are considered relevant for all of them. The document also presents a template that can be used as a starting point for an MoU.

In practice, an MOU is an operational document, and so it could evolve as a living document, that could be reviewed periodically and amended in the medium term if necessary. Hence, it could start with only a few essential specifications such as confidentiality rules, data sets, metadata (if available), and some specific aspect regarding the access/transfer of data; and after some time, depending on the actual collaboration between the parties and the assessment of the MoU, its scope could be augmented.

To ensure long-term sustainable coordination and cooperation between NSOs and administrative data holders, it is useful to work at the *practical level* creating frameworks of cooperation such as task teams, and at the *formal level*, establishing agreements such as MoUs among the relevant parties. The practical level ensures the participation of different actors pursuing broad objectives (defining a strategy to enhance the use of administrative data for statistical purposes, establishing coordination teams and task forces, etc.). It will help facilitate and streamline the exchange of information, which also makes it more predictable. The formal level, by establishing agreements between the parties, can help ensure that the commitment is less dependent on individuals and the clarification of roles and responsibilities are bound by a concrete timeframe agreed. This is particularly relevant for those scenarios in which there is not a comprehensive legal statistical framework ensuring the continuity of data provision from data holders to the NSO for statistical purposes.

When looking for best practices, there are many examples of MoUs established to share data, from different government agencies and/or members of the NSS to the NSO, or between members of the NSS, as well as at the international level to exchange data on highly trans-border topics such as migration or economic flows. However, as mentioned previously, this guide will focus on MoUs between agencies within a country and the NSO, in which the former provide access to its admin data to the latter, always for statistical purposes.

After reviewing a variety of MoUs from different countries, the approach taken in this document is guided by each country's particular context and set of needs, and so cannot be one-size-fits-all. It should be noted, however, that in some countries where efficient data sharing mechanisms are lacking, data accessibility can be negatively impacted. Although some of the data still may be made available to the general public by the respective agencies, approaches may vary, and it is usually more difficult for data users to find and access them. As a result, the use of data for policy-making at the national level can be hindered, and, at the global level, international agencies more easily end up resorting to modelling or estimations due to lack of accessible national data. Ultimately, this may lead to multiple sources of the same indicator, causing confusion and mistrust amongst users, inconsistent reporting, and reduced visibility of country-produced data and official statistics.

Coherently, the Initiative “Collaborative on the Use of Administrative Data for Statistical Purposes” places particular emphasis on the need for working mechanisms for effective and efficient data sharing to facilitate data interoperability and collaboration, based on the Fundamental Principles of Official

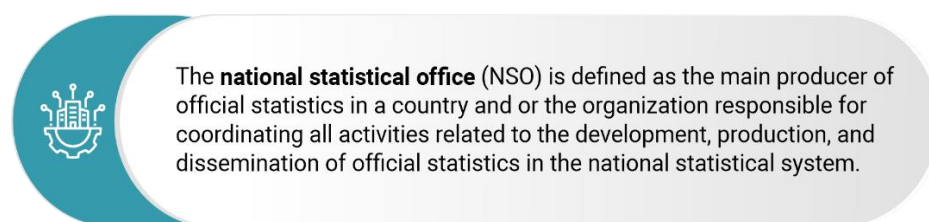


Statistics.¹ This guideline focuses on MoUs as a suitable tool for establishing data sharing arrangements, mainly between agencies that are administrative data holders and the NSO, and/or within the NSS. Sample components are provided as modules that can be included when drafting a MoU, in accordance with a country's specific needs. Likewise, it is advisable for those entities signing MoUs to display them at their website, so they can be easily accessed by third parties interested in learning from their process and/or using them as benchmarks.

In summary, this document takes a highly practical and flexible approach. It is practical, providing examples from real MoUs established by a diversity of countries representing different systems and levels of development that could serve as inspiration for other countries. The political, legal and administrative context of different countries varies strongly, and both the process of establishing MoUs, as well as its content might vary as well. What it is offered is not prescriptive, but rather suggestive elements that might be adapted to the context and shape MoUs in a flexible way. Countries might have similar needs but very different resources and contextual circumstances that may mean choosing a different scenario considering elements such as different IT infrastructure, institutional arrangements and cooperation within the NSS. For this reason, the objective is to offer examples that can fit different contexts, serving to inspire the setup of complex infrastructures, without discouraging other countries looking for more practical and/or affordable solutions.

The approach is as well general and comprehensive. It is general, since it is not focused on a concrete sector within statistics, such as economic data or migration data. The examples provided might be used, with some adaptation, for very different domains. It is comprehensive, and it takes into consideration holistically the establishment of long term and well-functioning formal agreements for data sharing. It considers different elements countries should think of before they establish the agreements. How to look for win-win situations that do benefit the different parties? How to improve the quality of the administrative data? How to guarantee the access to the data? How to build trust between data holders or data producers and NSOs? How to ensure confidentiality and security in the sharing and the final use of the data that has been shared?

Finally, as a reminder for the rest of this document, the concepts and definitions used are defined as in the UN Handbook on Management and Organization of National Statistical System² (2022):



¹ United Nations Resolution A/RES/68/261 from 29 January 2014 (<https://unstats.un.org/unsd/dnss/gp/fundprinciples.aspx>) and associated implementation guidelines (<https://unstats.un.org/unsd/dnss/gp/impguide.aspx>).

² Available in an interactive format in: <https://unstats.un.org/capacity-development/handbook/html/topic.htm#t=Handbook%2FCover%2FCover.htm>





An **other producer of Official Statistics (OPOS)** is an organizational entity within a government ministry, department or agency, other than the national statistical office, that develops produces and disseminates official statistics.



Official statistics are defined as statistics produced according to the Fundamental Principles of Official Statistics (UNFPOS) by a national statistical office or by another producer of official statistics mandated by the national government or certified by the national statistical office to compile statistics for its specific domain.



The **national statistical system (NSS)** or national system of official statistics comprises the national statistical office (NSO) and all other producers of official statistics in the country.



Administrative data refers here to data collected by a government ministry, department or agency primarily for administrative (not research or statistical) purposes. These administrative purposes are related to the corresponding executive or lawful functions such as authorizations, registrations, permits, payments, sanctions, control etc.

2. Reasons for Formalizing Memorandums of Understanding

Why to share data with the NSO

In many countries, it is the NSO that coordinates the NSS and is ultimately responsible for compiling and disseminating most of national statistics, including reporting on the SDGs. Although formally given this role, it often faces challenges in obtaining the necessary data from the different ministries, departments and agencies of the NSS responsible for collecting and/or producing the data. These challenges may include unpredictable data delivery timeframes, varying formats, the need for extensive follow-up and reminders, and interruptions of data delivery due to staff turnover, among others.

The formalization of data exchange through MoUs seeks to address these challenges by specifying the key aspects of the data exchange ahead of time, thereby increasing the efficiency of the process. In fact, they help to address and operationalize the principle that public authorities should not ask informants for data that is already at its registries; in particular, an NSO should not ask for data that is already in administrative data and/or registries from other public entities. This is particularly relevant in a context of an increasing demand for official statistics, combined with scarce resources due to economic downturn.



MoUs are particularly helpful in cases where such a legal process for putting a MoU in place is relatively straightforward and especially where the protocols for data sharing are not already well-defined. Where there is already a sound mandate for data sharing, it may make more sense to develop an operational level agreement or exchange of a letter between the NSO and the data holder agency, which specifies the key elements of the data exchange to ensure a predictable and efficient process.

Box 1. Example of template MoU from the Palestinian Central Bureau of Statistics

<p>Article (3) The purpose of the MoU is:</p> <ol style="list-style-type: none">1. Strengthening cooperation, coordination and partnership as well as unifying all national efforts in the mutual areas of work.2. Raising the level of reliance on administrative records data in the ministry/institution, being one of the most important sources of statistical data for the production of the national statistical figure.3. Providing statistics and information for the development of work in the field of..... , in addition to developing and training the ministry's staff to carry out the tasks required in accordance with the obligations of the two parties in this MoU.
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Data sharing agreements are particularly important in dealing with sensitive or confidential data, such as microdata shared with identifiers, as they help ensure that there is mutual understanding on the necessary measures and infrastructure for maintaining confidentiality. Even when there is a legal mandate, for instance provided by the Statistical Law and/or the Personal Data Protection Act, giving access for the NSO to administrative data, an MoU allows to describe in more detail the protocols, measures, and technical requirements of infrastructure to implement such secure data sharing. And when the latter refers to non-confidential data, such as aggregate data for SDG indicators, MoUs set out the expectations and ensure predictability and ease of use.

On the other hand, in those cases where there is not an explicit legal mandate allowing data sharing, MoUs may be even more important, as they could establish a first step to start accessing data for NSOs, even if only a restricted type of access, but at least they may provide for a continuous access.

The coordinating role of National Statistical Offices

Principle 8 from the United Nations Fundamental Principles of Official Statistics (UN FPOS) specifies: ‘*Coordination among statistical agencies within countries is essential to achieve consistency and efficiency in the statistical system*’. NSOs have in many countries the leading role in producing official statistics, and in coordinating the National Statistical Systems. The UN Handbook on Management and Organization of National Statistical Systems recognizes the leading initiative that NSOs should have in ensuring that the various institutions producing statistics work together and follow the appropriate standards and procedures. ‘[Furthermore], the leadership and coordination role of the NSO involves ensuring that the different producers follow appropriate methods and procedures which is mainly understood as ensuring that the activities follow international recommendations on the application of standards, classifications, procedures, methods, concepts and definitions’ (UNSD 2021: 111).



Due to this coordinating role of the NSS, NSOs are managing enormous amounts of individual level data collected by other agencies and departments of the NSS, linking different sources of data, and making data interoperable. MoUs can be of extreme support for this particular purpose of coordination and data linking, specifying how data could be transferred to the NSO, and how the NSO will treat this data to ensure confidentiality, security, sound management, etc.

In cases where the data holder agency lacks expertise in a certain type of data analysis or lacks some of the data necessary to produce a particular indicator of interest, the MoU can include two-way exchange of data, where the NSO performs analysis to produce a given indicator and returns enhanced files to the data holder agency, however, subject to safeguarding confidentiality when returning the file. For example, administrative data on access to education can be supplied by the appropriate line ministries and the NSO can calculate parity indices for various population groups with respect to education indicators. Similarly, population data produced by the NSO is a necessary denominator for the calculation of many per-capita indicators and population ratios. The work can also be carried out in collaboration to improve skills and mutual understanding at both institutions. This implies that the holder of data also becomes a data user, and the relation between NSO and data holders is enhanced. Key in this context is that the NSO, based on standard statistical confidentiality rules, cannot share individual level data that the ministries and agencies do not have access to.

Box 2. Example from MoU between NSO (INE) and Ministry of Labor and Social Security (MLSS) from Uruguay

- (I) The MLSS will deliver, or give access to INE through electronic channels, at least monthly, the information about individual data from people and enterprises registered at the *Planilla Unificada de Trabajo*, duly identified (type and identify number, name, surnames; and Tax Identification Number, business name, address).
- (II) This data will be delivered under the Law number XX, considering that the objective of the request is exclusive statistical.
- (III) The INE will treat data with confidentiality and will keep the individual information sent by MLSS and will not disseminate the database; neither transfer it to third parties.
- (IV) The INE will give MLSS, monthly, statistical information about the labor market, including the information concerning the National Income Survey. The information will be broken down by sector at the greatest disaggregation allowed by sample size, as well as the greatest territorial disaggregation, without compromising statistical secrecy.

Box 3. Linking producers and users of data: the example of the Data Sharing Mechanism on Migration data.

The International Organization on Migration has established a General Model for countries to collect data at national level, and exchange data at international level. This general model puts particular emphasis on bringing producers and users together in a constant dialogue. This approach has a flexible definition of data producers and data users. Data producers are those entities that do collect or produce data on a certain domain, within an existing regulation. Nonetheless they may also become users of the data they collect and share. This happens very often by entities producing administrative records



that are shared with NSOs. When NSOs give back to those entities regular statistical information based on these records, and sometimes complemented with other (contextual) information, the entities became users of the data. This special relation of mutual interest creates benefits for both parties.

Source: (Folden, Manke, and Mortensen 2007)

MoUs can also facilitate the streamlining of data dissemination and reduce reporting burden by stipulating that data is routed through the NSO for external dissemination, such as via a national reporting platform. This would enable all interested users to access the definitive data sets through a central dissemination platform managed by the NSO, thereby making it easier for users to find all indicators and data in one place. The respective agencies may still have a wish to also publish the data through their own portals, especially if the data have been processed by them. What is key in these situations is that the agencies work together to avoid duplication of effort and potential inconsistencies between data sets disseminated in parallel by the NSO and the agency. Technical solutions to mirror the data might help ensuring coherence.

When a MoU is in place and data is shared on practical level, ideally in an electronic format and with a structure agreed ahead of time by the participating parties, the data exchange process can be easily automated and the data can be released and consumed by electronic systems, thereby reducing human error and making more efficient use of the data.

Lastly, MoUs can lead to an improvement in data quality over time by having two actors assessing the quality, by establishing open lines of regular communication and by incorporating mechanisms for feedback to the data holder agency and the sharing of diagnostic results. On some occasions, NSOs offer their technical support to agencies in the form of regular or ad hoc training.

The process of developing MoUs

Signing MoUs with different departments, agencies and stakeholders, and making these MoUs publicly available increases the trust of public opinion in the NSS, and the perception that there is a good cooperation and coordination among different public agencies and institutions, as well as an efficient data management for statistical purposes at the NSS level. A good example can be found in Ireland, where the NSO has available to the public 38 MoUs with different institutions and agencies³, all of them downloadable from its website.

This role of coordination and quality assurance entrusted to NSOs implies that they have a leading role initiating MoUs with the different actors from the NSS, or with other public entities that collect administrative data useful for statistical purposes. MoUs are not legally binding documents but establish the willingness from the parties to move forward in one direction. Speaking the same language is the first step to establish agreements, and so statisticians and/or expert staff from the different parties should be

³ <https://www.cso.ie/en/aboutus/lgdp/legislation/memorandumsofunderstanding/>. Last access 26/10/2021.



highly involved in defining the technical details contained in the MoUs. It is also recommended, that early in the process, legal experts from both sides review the agreement and its consistency with what is permitted by the legal framework of the country, considering at least the statistical law, the personal data protection law and the transparency law.

In an ideal scenario, the statistical law should include a series of provisions allowing the NSO (and other members of the NSS) to have an unrestricted access to administrative data, whenever it is necessary for statistical purposes, as well as ensuring the continuity of such access. Likewise, the personal data protection act should explicitly state that personal data collected as administrative data, should be available for producers of official statistics, without previously requesting the authorization of individuals to which data refers. However, this ideal scenario is not always available or the provision for data sharing are not so explicit in the laws, implying that it becomes necessary to carefully interpret the existing legal framework, including the analysis of the hierarchies of norms, to find ways to safely implement data sharing.

Finally, once the MoU has been drafted and signed, it is important to disseminate its existence within the parties to increase awareness and prevent non-adherence to its content. The MoU should guide the performance of the staff from both parties and should ease the process of sharing of data and information.

3. Steps to Developing MoUs for data sharing

Developing MoUs should be considered as an activity within a broader national Strategic Framework to improve the use of administrative data for statistical purposes. This Framework could be initiated and led by the NSO but should involve many different actors and stakeholders. This strategic orientation should take a comprehensive approach that considers many different elements: the actors and institutions that should be involved; the legal frameworks; the existing coordination mechanisms; the data that should be shared; technical issues (data format, exchange security concerns); security and confidentiality; etc.

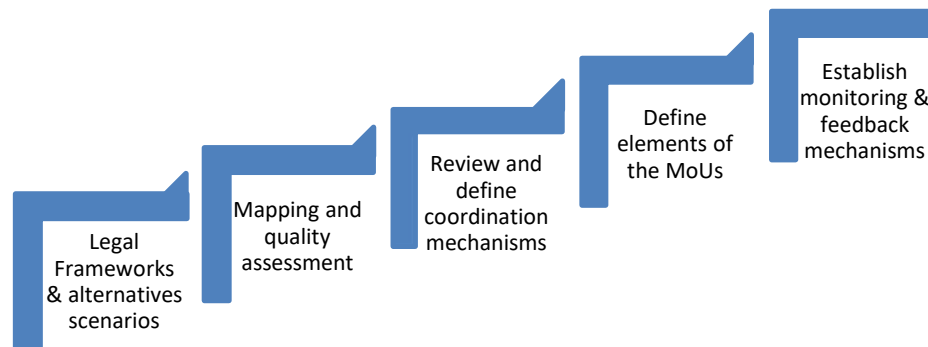
There are different steps to be considered to enhance the use of administrative records for statistical purposes through the establishment of MoUs with different institutions. Among the general steps, the most important ones are:

- 1) To review whether the legal framework allows for data access or exchange, and if so, the scope and/or possible limitations of it; and to visualize alternatives scenarios for positive or negative answers of such revision.
- 2) To elaborate a mapping of agencies and institutions, their administrative data and an assessment of the quality of the data (including the existence and quality of coding, metadata production, etc.).
- 3) To review the existing coordination mechanisms in place (task teams, regular official meetings etc.) and define new channels if needed, along with their use according to the needs of each MoU phase. Likewise, to define the staff from both parties to be involved as signing authorities, counterparts and thematic experts.
- 4) To define the basic elements that should be part of the MoU based on the previous steps, and a description of the requests associated to them.



- 5) To establish monitoring and feedback mechanisms, allowing for periodic revision of the MoU implementation and relevant aspects of the MoU that may arise due to new scenarios (e.g., enactment of laws that affect the MoU, government programs, etc.), and to establish an amendment process if needed.

Figure 1. Strategic approach to the preparation of MoUs



The NSOs have a long tradition of keeping their data confidential, and this Principle 6 of the UNFPOS reinforces it: “*Individual data collected by statistical agencies for statistical compilation, whether they refer to natural or legal persons, are to be strictly confidential and used exclusively for statistical purposes*”. This basic principle and the high security and confidentiality standards around which the NSOs build their data collection, structures as well their management of the data collected by other agencies and departments of the NSS are crucial for enhancing trust from data holders, which should not be afraid of entrusting NSOs even their confidential data.

Legal Frameworks and alternative scenarios. National legislation should allow data sharing for statistical purposes between (administrative) data holders and NSOs. Often, such legal arrangements are not up-to-date, and some national legal frameworks give more powers than others for access to administrative data for statistical purposes. MoUs should build on those principles that allow data sharing. A review of existing legislation is a necessary first step. Not only legal frameworks give access to data sharing, but they also set out the limits to such access, as well as the uses of administrative data. For example, there might be restrictions in sharing the data that contains information on businesses, particularly on those that are sole proprietorships, where the data can be considered personal data from the owner of the business. In such cases, the benefits of the business could be considered the income of the owner (UNECE 2011).

This first step might imply the need to review existing legislation to check how statistical law and/or other relevant laws or secondary regulations treats data sharing. In some contexts, the modification of existing legislation might take very long or be very complex. In general, creating new legislation or adapting the existent one depends on what is seen as a priority by the running government, since resources are always limited. When initiating a process for reviewing legislation, it is important to have a long-term strategy, trying to anticipate what could be the issues of using administrative data in the future.



Working within the existing outdated legislation from which to build the MoUs is a complex process, but sometimes could be the only viable solution. It requires finding the appropriate instruments and principles within the legal texts that allow accessing and sharing data, respecting existing legislation. In some cases, revisiting the interpretation of current statistical laws may as well allow for a better guidance and rules for data sharing. In other cases, it should imply anonymize individual level data before it is shared. Different solutions should be found that respect the laws enforced and allow NSOs to receive data from administrative data holders. For instance, a temporary solution that some countries have implemented, meanwhile drafting a new statistical law, is to include in the annual public budget law a particular item indicating the access to admin data for the NSO, allowing to define efficiency indicators for the public management.

Mapping and quality assessment. Another step should be to map current data produced in the country, assess the quality of the data, and the existing cooperation and collaboration mechanisms, identify gaps and missing links in the value chain that might need to be improved. This will allow to create the adequate vertical and horizontal coordination mechanisms and linkages (Folden, Manke, and Mortensen 2007). Of particular interest in this respect is the potential collaboration that could be initiated between the NSO, as the responsible organization to lead the improvement of the quality of the data produced within the NSS, and the holders of administrative data. This support from the NSO staff in improving the quality of the data produced by others can have multiple channels, from supporting with IT solutions, to review standards and procedures of data collection.

Review and define coordination mechanisms. Considering that the MoU is conceived as a non-legal operating agreement subject to continuous improvement, it is important to define the necessary channels to ensure an adequate implementation with its proper coordination mechanism. It could occur that both parties already have a history of working together, in which case the first step is to analyze the effectiveness of the current coordination mechanisms that are in place, and its pertinence for the MoU. Otherwise, it becomes key to establish counterparts, tools and periodicity of the required coordination tasks.

Define elements of the MoU. The final step is to define the elements that should be part of the MoUs. This is an important step, and although it might vary depending on the agency producing the data, and the quality of the records produced, there could be some elements common to all agreements. For instance, legislation regarding confidentiality and data protection might impose constraints that need to be taken into account by all parties in all MoUs; some rules might be written in the MoUs with respect to principles that appear in statistical laws to guarantee that the data exchange and use is done according to national regulations. The next section reviews in detail some elements that could guide countries in the process of preparing and drafting MoUs.

Monitoring and feedback mechanisms. This is considered a necessary final step of every process that aims to become a continuous improvement one. Monitoring the MoU since its early implementation allows to alert on time about misunderstanding of the terms of the agreement or operational problems with its execution. This exercise should result in an improvement of the implementation of the existing MoU and, eventually, a formal amendment could be enacted increasing (ideally) the scope of the MoU. Though is not a desirable result of this phase, it should be considered the possibility that one of the parties may decide to withdraw from the MoU, for different reasons. To appropriately address this possibility,

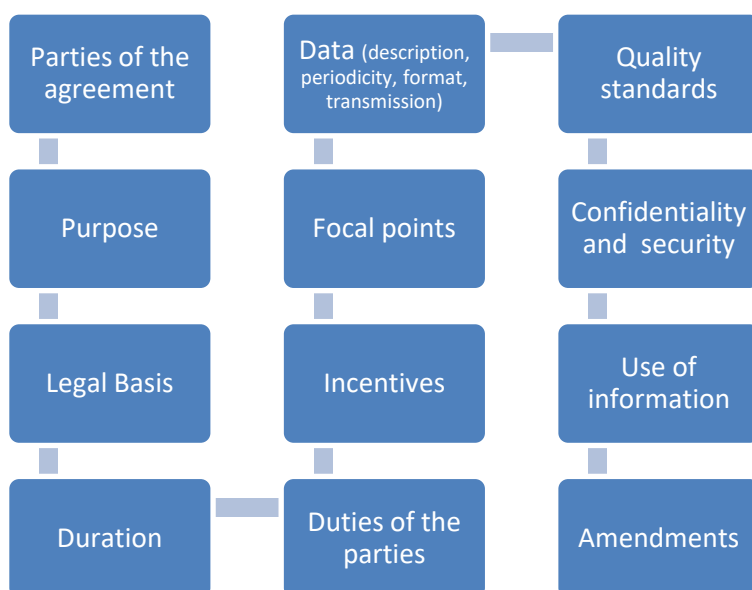


general provisions regarding this event should be discussed and designed ex ante of the signing of the MoU.

4. Elements of a Memorandum of Understanding

The specific needs of each country context should inform the design of MoUs. However, there are several useful modules to consider incorporating into an agreement. This selection is based on what normally appears in MoUs, being elements that give shape to the formal agreement between two parties. These are the minimum elements; other modules, as well as detailed annexes with information on the variables to be shared, or the list of contact persons, and other specific details are as well common practices to many MoUs.

Figure 2. Basic elements of a Memorandum of Understanding



4.1 Parties

Specifies the parties to the agreement. This is normally a description of the parties, describing briefly the institution. This description is normally a summary of the mission statement each institution has established.

Box 4. Example from MoU between NSO (INE) and Ministry of Labour and Social Security (MLSS) from Uruguay

- | | |
|-----|--|
| I) | The MLSS. It is the governing institution in the design, implementation and evaluation of employment policies, professional training, labor relations and social security at the national level. |
| II) | The I.N.E. It is a public body, which depends on the Presidency of the Republic through the Office of Planning and Budget. Its powers and attributions are established by Law No. |



16,616 of October 20, 1994, among which is to prepare, disseminate, coordinate and supervise the statistics generated by the National Statistical System.

4.2 Purpose

This section sets out in general terms the intention of the new agreement. It can include a brief mention of the data to be shared, the organizations involved, the motivations behind the agreement, the directionality of the sharing, and how and for what purpose the data will be used. In some cases, the purpose also highlights the legislation that allows or fosters the cooperation and the sharing of the data. In some other cases, this review of the legal basis is a separate module that details specific sections of the national Statistics Act or other legal documents which govern the exchange of data between government entities, or simply refers to the need of coordination of public entities to reach an efficient public management.

Box 5. Example from MoU between Central Statistics Office (CSO) of Ireland and National Cancer Registry (NCRI) Board, 2018

The specific purpose of this Memorandum of Understanding ('MOU') is to ensure that there is effective cooperation between the CSO and the NCRI (the Parties) so that both organisations can fulfil their statutory obligations.

This MOU between the CSO and the NCRI relates to the provision of information to NCRI and the NCR I's use of that information, in line with Section 2 of the Vital Statistics and Births, Deaths and Marriages Registration Act 1952 (as amended by section 7 of the Births, Deaths and Marriages Registration Act 1972). This legislation will apply until Section 73 of the Civil Registration Act 2004 is commenced. Information security processes must be applied based on best practice.

Source: https://www.cso.ie/en/media/csoie/aboutus/documents/memorandumofunderstanding/MOU_CAO_NCR.pdf, last access 11/23/2021

4.3 Legal basis

It refers to specific sections of the National Statistics Act or other legal documents which govern the exchange of data between government entities. Where there is legislation regarding confidentiality and use of the data, a reference and the obligations that bind the parties should be included. In some cases, due to the importance of such considerations, there might be a specific section or annex that details issues related to confidentiality and the use of the data that is allowed by legal frameworks.

Box 6. Sample from MoU between the Central Statistics Office of Ireland and the Department of Children and Youth Affairs

A. Legal Framework

11. Section 13 of the Statistics Act stipulates that “the Director General shall have the sole responsibility for and be independent in the exercise of the functions of deciding:

a. the statistical methodology and professional statistical standards used by the Office;



- b. the content of statistical releases and publications issued by the Office; and
- c. the timing and methods of dissemination of statistics compiled by the Office.”

12. As outlined in paragraph 7, the CSO will be legally responsible for all elements of the Survey life cycle including:

- a. the development of the survey instrument(s) with input from the sponsoring Department drawing on the relevant consultation groups.
- b. the design of a national survey that can, as far as possible, meet the Sponsoring Department’s requirements and national user needs while seeking to provide for inter-wave, intergenerational and international comparability.
- c. the conduct, including all associated methodological issues, of the survey;
- d. the preparation, including content and timing, of written text of report(s) and analysis published by the CSO; and
- e. Preparation of anonymised microdata files to be lodged with ISSDA (*Irish Social Science Data Archive*) (or any successor) and of researcher microdata files in line with the CSO’s policy on access to data by researchers.

13. As referenced in paragraph 11.d, the CSO will be solely responsible for publishing the survey results in line with section 13(a) to (c) of the Statistics Act (1993). This will take the form of releases and publications that contains appropriate accessible content, primarily descriptive statistics. In designing statistical outputs, the CSO will be mindful of all inputs on stakeholder needs elicited during consultations.

14. Separate mechanisms as appropriate to meet the need for additional research will be facilitated subject to the provisions of the Statistics Act, 1993. Access to anonymised data, micro data research files and protocols for release of data will be administered under the provisions of the Statistics Act (1993) and will conform to the highest statistical standards as well as being consistent with the Data Protection Act (2018) and/or General Data Protection Regulation (2018).

15. Consistent with General Data Protection Regulation and Data Protection requirements, the CSO will act as sole controller of Survey data associated with Phase 3.

16. The Director General, as the Accounting Officer of the CSO and based on his statutory independence on statistical matters as set out under section 13 Statistics Act 1993, is solely responsible for the allocation of resources in the CSO. The CSO will create appropriate internal project governance.

Source: https://www.cso.ie/en/media/csoie/aboutus/documents/memorandumofunderstanding/MOU_CSU_GUI_DYCA.pdf, last access 11/23/2021

However, sometimes there is not a clear legal mandate in the statistical law allowing the producers of official statistics, not even the NSO, to access administrative data for statistical purposes. In this case, it is advisable to carefully revise the organic law of the public agency from which access to data is needed by the NSO (or an NSS member), to look for provisions that call for a better coordination and cooperation among public entities, or ideally, referring explicitly to data sharing. Likewise, whenever there is a Basis



Law of Public Management it would be convenient to analyze its provisions regarding coordination, cooperation and efficiency principles, from which a mandate or suggestion for data sharing could be inferred.

Sometimes, there is a confusion regarding the legal mandate to share data that arises from the hierarchy and/or the enacting year of the laws. There are examples of countries that, in the past, have regulated the statistical activity through a Decree instead of a Law, including the access to administrative data for an NSO for its statistical activity. But nowadays, those Decrees, which strictly speaking are secondary norms and so below the hierarchy of a Law, can face difficulties in its enforcement because of newer Laws that do not explicitly recognize this access to data. In those cases, this section of the MoU can become a way to reinforce the applicability and importance of data sharing among public entities, thus reducing uncertainty of the continuous provision of data for statistical purposes. However, for that to happen, it becomes key that the administrative data holder trust the recipient entity, the NSO for instance; and while this trust can be reinforced by different channels, a very important one is to describe in the MoU the measures that will be implemented to safeguarding data confidentiality at all stages of the data management (i.e., transfer, use and storage of data).

Finally, this section may also analyze other types of laws that are part of the data governance system – be it explicit or implicit – of the country, to better define the scope of data sharing that the MoU could have. Among those other relevant laws are the Personal Data Protection (PDP) Law and the Access to Public Information Law (also called Transparency Law).

It is important that the PDP Law - when existing – does not become an obstacle to access administrative data when it is requested for statistical purposes, by requesting explicit authorizations from informants (e.g., individuals/ households) for the use of their data. Some PDP Laws explicitly allow the NSO to access informants' personal data without its authorization, because it is for statistical purposes. In this case, this section could refer to it in order to reinforce data sharing. But when it is not that clear from the PDP Act that the NSO can access administrative data without individual authorization, the arguments should rest on the confidentiality provisions of the statistical law. Considering that most statistical laws include provisions safeguarding confidentiality, thus becoming a law that in essence protects personal data, the PDP Law should be applied in a supplementary manner to the statistical one. This is then an analysis that could be included in this section to reinforce data sharing.

On what regards a Transparency Law, for many countries this is a law that was enacted after the statistical one, without making explicit in both laws that the statistical secrecy (or statistical confidentiality provision) should be an exception to the access to information. This has posed some tensions sometimes between agencies, and fears that data could not be appropriately safeguarded, thus affecting data sharing even if it is strictly for statistical purposes. This situation highlights the importance that this section be complemented with a detailed description of confidentiality measures to be taken by MoU parties.

4.4 Duration

Specifies the term for which the data sharing agreement is valid. Individual parties to the agreement should have the right to terminate their participation with adequate notice. This section could as well



indicate how the agreement will be updated, and who has the authority to update it. Inclusion of updates is particularly useful in changing scenarios, or where there is an established working group.

Box 7. Example from MoU between Namibia NSO and Ministry of Environment and Tourism, 2017

12.1 This MoU will come into effect on the date upon which the authorized representatives of the Parties append their signatures to it.

12.2 This MoU will remain in effect for a period of 5 years and will be automatically renewed for equal periods, unless either Party terminates it through diplomatic channels by giving three months prior written notice.

12.3 The termination of this MoU will not affect the implementation of any other arrangements, agreements, or contracts entered into by the Parties during the subsistence of this MoU or the completion of any project undertaken by the Parties prior to the termination thereof, or the full execution of any cooperative activity that has not been fully executed at the time of termination, unless otherwise agreed upon by the Parties in writing.

4.5 Obligations / responsibilities of the parties

It lists the expectations on each of the parties and the agreed actions. It might include the responsibilities that will be assumed by each of the parties independently, as well as the joint responsibilities that the agreement binds the parties to fulfill. This is particularly relevant in cases where a two-way flow of information is envisioned.

Box 8. Example from MoU between Statistics Botswana (SB) and Non-Bank financial institutions regularly authority (NBFIRA)

3.1 SB will advise NBFIRA on policy, procedures and regulations relating to the development of official statistics.

3.2 Parties will assist each other in collection, processing, compilation, analysis, publishing, disseminating and archiving official statistics

3.3 The parties will meet and communicate regularly to discuss matters of common interest.

3.4 The parties will always promote an environment of complementary and consistent approach, so far as that is consistent with their independent responsibilities.

3.5 The parties will conduct joint research and share costs where applicable.

3.6 The parties mutually understand that, subject to legislative provisions, relevant information in the custody of either party will be shared for purposes of delivering in the mandates. Either party shall give feedback on the data provided as well as share copies of any research outputs produced or disseminated. This feedback will assist either party in improving the quality of data. No data submitted to either party will be shared with other institutions or representatives thereof without authority of either party.

3.7 When the information is no longer required, the signatories to this MOU undertake to destroy or dispose of the information in compliance with the requirements of their respective records management, retention and disposal policies and procedures.

3.8 Name, emblem and official seal of either party shall not be used in any form or manner whatsoever, or any abbreviation of the name of either party without the prior written authorization of the concerned party.



3.9 Any information or data of either party that is derived directly from source or from its publications, shall at all times bear an acknowledgment of either party as the source of information and be reproduced as originally published or obtained from source without alteration.

3.10 To the extent possible, all requests for information shall be in writing and signed by the Heads of Organisations or their designated officers, and shall specify:

- a. The information sought by the requesting party.
- b. A general description of the matter which is the subject matter of the request and purpose for which the information is sought.
- c. The desired time period for reply and where, the urgency thereof.

3.11 In urgent situations, the parties will endeavor to notify each other or the urgent situation and communicate information to the other as would be appropriate in the circumstances, taking into account all relevant factors, including the status of the efforts to address the current situation. During urgent situations, requests for information may be made in any form including orally by designated officers provided such information is confirmed in writing at an opportune time.

3.12 By mutual agreement, and to the extent possible, the parties agree that the desired course of action will be to issue joint press releases on all matters of mutual interest.

The Commitments are normally related to the data that will be shared in the agreement but could go far beyond the scope of the agreement itself. For instance (as shown in the MoU below), it might include the obligation from one of the parties to adhere to a concrete protocol or to respect certain confidentiality or security concerns. This is a further benefit of MoUs for the NSS as a way to enhance the quality and security of the data in the country by binding data owners and NSOs to respect high quality standards.

Box 9. MoU between Central Statistics Office (CSO) from Ireland and National Cancer Registry Board (NCRI)

6.1. Joint Commitments

Both parties agree to make every reasonable effort to fulfil the commitments outlined below. They also agree to establish a CSO/NCRI Liaison Group as a formal high-level mechanism for consultation and communication between both organisations. This Group:

- Shall consider all data matters and related issues of mutual interest.
- Shall address matters of data protection in accordance with the Civil Registration Act 2004 and the Data Protection Acts.
- Shall regularly review the security of data transfer, storage and usage.
- Shall meet on at least one occasion a year.
- Shall review information security standards based on current best practice.

6.2. CSO Commitments

The CSO agree to provide data on mortality to the NCRI on a quarterly basis (based on registration) and annual basis (based on occurrence). See Annex 1 for details of the data provided.

The mortality data files shall be transferred at quarterly/annual intervals to the NCRI. The transfer of such data will be in line with best data confidentiality and security practice. Metadata, data dictionaries, and other relevant documentation shall be provided for all data.



The CSO agree that the NCRI may use this data to fulfil their statutory requirements, if agreed standards on data confidentiality and security are adhered to. The CSO reserves the right to audit compliance with the MoU.

6.3. NCRI Commitments

The NCRI agrees to get the written permission as required by Section 2 of the Vital Statistics and Births, Deaths and Marriages Registration Act 1952 (as amended by section 7 of the Births, Deaths and Marriages Registration Act 1972).

The NCRI agrees to adhere to the protocols in relation to the security and use of data as set out in Annex 1, the protocols in relation to the use of mobile devices as set out in Annex 2 and the protocols in relation to access and use of data set out in Annex 3. The NCRI recognises the requirement of Section 2 of the Births, Deaths & Marriages Act 1952 that the data supplied by the CSO may not be disseminated, shown or communicated to any other person or body in a form that can be related to an identifiable person or undertaking and that a person receiving information pursuant under this section shall not disclose any such information in any form. If information on cause of death for identifiable patients is sought by hospitals /screening programmes or (with patient consent) researchers, the requester must obtain permission from the General Register Office (GRO) before NCRI can provide cause of death.

NCRI will be responsible for ensuring the confidentiality of all outputs (reports, publications, presentations, articles etc.). In particular, the NCRI will apply appropriate statutory disclosure controls to all tabular and statistical outputs.

Any provision of micro-data to third parties for research purposes must respect the procedures of Section 2 of the Vital Statistics and Births, Deaths and Marriages Registration Act 1952 (as amended by section 7 of the Births, Deaths and Marriages Registration Act 1972), which remains in force, pending commencement of section 4 of the Civil Registration Act 2004, in relation to the Birth, Deaths and Marriage Registration Act 1972, and the commencement of section 73 (4) and (5) of the Civil Registration Act 2004.

Source: https://www.cso.ie/en/media/csoie/aboutus/documents/memorandumofunderstanding/MOU_CAO_NCR.pdf, last access 11/23/2021

4.6 Incentives

One element that can be an independent section is related to the incentives to foster data exchange. These incentives can be of different nature and have different implications for the parties, depending, among other things, on the available resources. In some cases, these incentives can take the form of training on statistics implemented by the NSO to the staff of the data provider, which normally implies the deployment of human resources in the concerned agency. In other occasions, it could be some further data processing from the NSO that returns to the data holder (for instance the coding of open questions and/or teaching and sharing the program for automated coding, calculations to create some indicators). In other occasions, the NSO produces quality reports based on a concrete quality framework. Any of these incentives involves the use of resources, and this needs to be carefully considered in advance.



Box 10. Statistics Norway (SSB) Agreements on exchange of data and cooperation on quality

Statistics Norway has established 23 agreements with data owners and data providers. The data owners provide the data, and SSB gives feedback on the quality of data. The reporting on quality is based on a quality framework created within the project funded by the European Union Blue-ets. The project distinguishes 5 quality areas:

- Technical checks
- Accuracy
- Completeness
- Integrability
- Time -related dimension

The reports on quality are mainly aggregated, describing problem areas for the data providers to be improved. For the three registers existing in the country (Central Population Register, Cadastre and Central Coordinating Register for Legal Entities) Statistics Norway provides data files with suspicious records, and different types of reporting and cooperation: workshops, monthly or quarterly quality reports. Below an example of a quality report:

Quality report for registered persons in the Central Population Register, 2012–2014.

	01 January 2012	01 January 2013	01 January 2014	Change 2013–2014
Quality indicator, per 1000	5.4	5.7	5.2	0.5
Number of checks	29	29	29	—
Number of positive indicators	784 396	841 040	777 584	(63 456)
Number of records (registered persons)	4 983 756	5 049 958	5 107 477	57 519
Number of records (registered persons) with positive indicators	496 247	523 357	469 152	(54 205)
Number of records (registered persons) with negative indicators	4 487 509	4 526 601	4 638 325	111 724
C2 Accuracy				
<i>C21 Identifiability</i>				
C21A Use of discontinued PIN on the transaction	—	7	—	(7)
<i>C22 Inconsistent units</i>				
C22A Spouses/partners have different civil status	49 015	54 768	58 814	4 046
C22B Spouses/partners have different date for civil status	86 502	93 039	97 359	4 320

Source: Administrative Records for Survey Methodology. Asaph Young Chun, Michael D. Larsen, Gabriele Durrant, Jerome P. Reiter. Wiley 2021.

Further information can be found at <https://unstats.un.org/capacity-development/admin-data/Clinic2>

4.7 Responsible parties / focal points

One important element to consider is the level of the people that will be involved. The commitment of high-level officials might be needed to launch the agreement and initiate the process. Responsible parties or focal points in the organizations taking part in the data sharing arrangements should be designated, and the contact information should be kept up to date. In those situations where there is high staff turnover, it is always a good practice to designate two contact points in the organization to ensure there



is always an active focal point available. In case of staff turnover, a replacement focal point should be designated as soon as possible, and the former focal point should sign a confidentiality agreement regarding accessed data that last even after if he/she leaves the institution. This information is provided either in the text or in an annex (i.e. contact list). Finally, the designated focal points should meet to discuss the details of the data sharing arrangements and associated agreement, including the data and metadata template and calendar. The draft agreement could then be presented to a wider group of stakeholders within the participating agencies to allow for feedback and amendments.

4.8 Data

It is important to determine the scope and nature of the data to be shared. That is, will the agreement cover only aggregated data and indicators, or will microdata with some or all variables collected (including identification ones) be shared (for example, for quality checks, calculations and/or analysis to be performed at the NSO)? The sharing of microdata and the associated considerations of confidentiality must be factored into the design of the MoU and appropriate provisions must be made to safeguard the privacy of individuals and entities. Table 1 exemplifies elements to be considered in the MoU, depending on the type of data to be exchanged.

Table 1. Elements to consider in the agreement, depending on the type of data

Type of data	Elements to consider in the agreement
One-off aggregate level data exchange	<ul style="list-style-type: none"> • Availability of data and metadata • Resources needed for this type of work • MoU might not be needed (although it is desirable – simple version of an MoU at least – to ensure continuity of the data provision)
Regular aggregate level data exchange	<ul style="list-style-type: none"> • Prerequisites above and • Review and definition of a calendar for exchange. • Possible adjustment of the production timetable to match with needs for data exchange and dissemination • MoU needed • Pre-specified data structure • Automatic processes to manage mirror data
One-off Confidential micro-data exchange	<ul style="list-style-type: none"> • Prerequisites listed above and • Trust between participants • Statistical legal frameworks allowing sharing micro-data for statistical purposes • Agree on use and storage of micro-data • Secure process for data exchange • Allows for quality assurance assessments at NSO
Regular confidential micro-data exchange	<ul style="list-style-type: none"> • Prerequisites listed above and • Risk management considerations included • Secure and standardized process for data exchange • Standardize process for disclosure control on the dissemination level

Source: based on (UNECE 2020)



Other elements that could be included in the agreement that give more details on the variables and data to be shared are: the description of the data, the periodicity of the data collection and exchange, the format and the means of transmission.

a. Description of data

A detailed description of the data to be shared should be provided, including the exact data fields and metadata structures listed and defined. It is important to clearly identify the variables that will be sent to the NSO, and potentially define a name and a format to make the process consistent across time. Particular emphasis should be placed on what the data really contain and mean. For this purpose, the existence and transmission of metadata can give an understanding of certain elements of data quality that are of high importance (further discussion on data quality can be found on 4.9). In defining the metadata structures, concepts from the metadata glossary and global concept scheme may be used.

b. Periodicity

Since data is to be provided on an ongoing basis, it is important to specify when and how often new data should be shared. For example, data sharing could occur annually, bi-annually, monthly, on an ad-hoc basis, and so on.

c. Format

The format in which the data and metadata are to be transmitted should as well be specified. A standard electronic format for data transmission, such as Excel, CSV, SDMX, is preferred, as it greatly facilitates automation. However, in cases where this is not feasible, other formats (PDF, hardcopy, etc.) can be specified. Note that in most cases where pdf or hardcopy is used, there will be an extra workload on the NSO to enter or convert the data into electronic format. So, this should be avoided if possible.

d. Means of transmission

The means by which data will travel from a data holder to the NSO, or from one entity of the NSS to another, and the technical solution specified to exchange the data between the parties could be decided. Depending on the type of information to be exchanged, the level of confidentiality of the data and the resources available from the parties, the MoU could consider different possibilities. Table X summarizes examples of technical solutions that could be used.

Table 2. Examples of means of transmission, depending on the data/ to be exchange

Technology	Example
Secure messages to transmit data	Email
	Encrypted Email
	Secured transmission systems
Databases, including data and metadata	Statistical Data and Metadata Exchange (SDMX) initiative from Eurostat



Services	European Statistical System validation services
Computation	UN Global Platform pilot

Source: adapted from UNECE 2020

4.9 Quality Standards

On some occasions, MoUs can establish quality standards that the data that is going to be shared should comply with. These standards can refer to for example the maximum proportion of missing variables. It is important to note that the quality assurance mechanisms and the quality standards between NSOs and the producers of administrative data might differ strongly. Establishing a common understanding and agreeing on common standards to be respected is not an easy task. It might require some work from both sides to reach a minimum set of rules and procedures that allow data exchange. A useful resource to consider for quality assurance is the UN National Quality Assurance Framework (UNSD 2019).

4.10 Confidentiality and security

This section is always included if micro data are shared between the parties. It specifies the legal obligations of the NSO when it comes to keeping the data received confidential. This should include both obligations of employees who will be working with the data as well as ensuring that the physical and IT infrastructure at the NSO premises are sufficiently secure to prevent third parties access.

There are five principles that some NSOs embed in the instructions for data sharing to guarantee confidentiality and that can be of inspiration to countries (see for instance Australian Government 2019; UK Office for National Statistics⁴): people, projects, settings, outputs and data.

- 1) only those staff that are responsible for producing statistics with this confidential data have access to the data (**people**);
- 2) the data shared will be exclusively used for statistical purposes, and the purposes might be explained in the agreement (**projects**);
- 3) the data should be transmitted, managed and stored in a secured environment (**settings**);
- 4) the outputs of the statistical production: maps, tables, leaflets etc. cannot directly or indirectly identify the data subjects (**outputs**);
- 5) data that could be further used for analysis and research purposes will not make possible to identify the subjects (**data**).

MoUs might specify security requirements that the NSO should follow as agency receiving the information and the custodian of the data security. The example below details different security aspects that should be fulfilled by the NSO. It covers different aspects such as physical access to the data, IT storage and transmission requirements, physical storage of the data, and copying and retention management.

⁴ <https://blog.ons.gov.uk/2017/01/27/the-five-safes-data-privacy-at-ons/> (October 25, 2021)



Security Requirements

The Information is designated as “protected B” pursuant to the Policy on Government Security. The Receiving Agency’s Official agrees to ensure that adequate protection is in place to provide for the security of the Information. The security requirements described below are the minimum requirements that will be met by the Receiving Agency.

Physical Access

1. The Information will be accessed within a secure location that allows unescorted access only to Authorized Persons. All Visitors to the secure location will be escorted by an Authorized Person at all times. The secure location can be within a series of buildings, one entire building, an entire floor within a building, or a single room. Once the perimeter of the secure location is defined, these requirements apply to all areas within the perimeter. Where a series of buildings is involved, a secure perimeter will be defined for each building.
2. Access to the Information is limited to Identified Persons. The duties of the Data Custodian, as stated in Appendix ‘C’, include maintaining an auditable trail on access to the Information by Identified Persons.
3. Escorted Visitors may access the secure area. However, under no circumstances may Visitors be permitted to access the Information.

IT Storage and Transmission

4. All Systems with access to the Information will employ Logical Access Controls at the device and network level.
5. Where the Information is held on Transportable Media, complex passwords with encryption will be used. The encryption level must meet the latest Communications Security Establishment standards for “protected B” information. This applies equally to backups of the Information stored on Transportable Media.
6. The Information cannot be electronically transmitted, except as described in points 7 and 8. Electronic transmission includes, without being limited to, transmittal of the Information by facsimile or by e-mail.
7. Servers storing and transmitting unencrypted data, where used, will be located in a secure, controlled-access area, preferably in the same area where the Information is accessed. If located in a separate area, controls will be in place to ensure that only Identified Persons can access the server. Unless the Information is encrypted continuously while outside the secure area, a conduit will be used for all cabling and all cross-connect areas will be physically secured.
8. Network firewalls and access rules will be in place to prevent access to the Information, other than to Identified Persons. Information may be stored on and transmitted over networks not meeting these requirements, provided that it is encrypted, except when at rest and in use by an Identified Person. Alternatively, the Information may be stored on a stand-alone computer in a secure area with no external connections, or on a closed network within the secure area. When the network transmits information that leaves a secure area (for example, when a series of buildings house employees within a single organization), the Information will be encrypted whenever it is outside the secure area.

Physical Storage



9. When not in use, Transportable Media containing the Information will be stored in secure containers. This applies equally to backups of the Information.

10. The Information will not be removed from the secure area (as described in point 1, above) in any format (e.g., printouts, Transportable Media, etc.), except in accordance with subsection 6.2 of this MoU, and as described in points 7 and 8.

11. When not in use, printed documents containing the Information will always be stored in secure containers.

Information Copying and Retention & Record Management

12. Copies and extracts of the Information may only be made for the purposes of carrying out work as covered by the MoU. When no longer needed, any such copies or extracts will be destroyed in a secure manner (as per points 13 and 14).

13. Paper documents containing the Information will be destroyed (shredded) in a secure manner before disposal. Any destruction will occur within the secure area.

14. All electronic storage media used in the processing of the Information, including all back-up, Transportable Media, photocopiers and other electronic media where the Information has been electronically stored will be sanitized or destroyed, in accordance with the latest Communications Security Establishment standards for “protected B” information when disposing of such media, or when return or destruction of the Information is required pursuant to section 10 of this MoU. Any destruction will occur within the secure area.

15. The Receiving Agency’s Data Custodian agrees to establish and maintain an inventory of all data files received from Statistics Canada, as stated in Appendix ‘C’.

16. These security requirements will be communicated to all Identified Persons prior to them accessing the Information and be available for reference, as required.

Source: <https://www.cer-rec.gc.ca/en/about/acts-regulations/other-acts/cooperative-agreements/memorandum-understanding-concerning-collection-sharing-information-from-selected-surveys-between-statistics-canada-national-energy-board.html>, last access 23/11/2021

4.11 Amendments

It specifies the procedure for amending the agreement or modifying the process. Most MoUs do consider the possibility to amend the agreement during its life span, although normally amendments require written consent from both parties and are considered an integral part of the MoU.

Box 12. Example from MoU between Statistics Botswana and Non-Bank financial institutions regulatory authority (NBFIRA)

11 .1 The parties may during the term of this MoU make such amendments, additions or modifications provided there is mutual agreement to do so. No such amendment, addition or modification shall be effective unless reduced to writing and signed for by both parties in the form of an addendum to this MoU.



4.12 Use of the information

This clause specifies the use of the information collected from the data holder. Most of the countries do allow for using the data for research purposes. On some occasions, the agreements contain specific information that defines the statistical and research purposes allowed, define the uses, and detail the outputs.

Box 13. Example from MoU Between Statistics Canada and the National Energy Board

5. USE OF THE INFORMATION

5.1 The Receiving Agency will use the Information for statistical and research purposes only, as specifically provided for in Appendix 'B'. The Receiving Agency will not use the Information for Administrative or Regulatory Purposes.

5.2 The Receiving Agency agrees not to match the Information that is shared without Identifiers to any other records or data files for any reason, including to identify a Person.

Appendix B

STATISTICAL AND RESEARCH PURPOSES

The Information shared with the Receiving Agency contains Survey Responses from, and Paradata about, identifiable Survey Respondents. This MOU sets out a number of requirements, including that the Information will only be used for statistical and research purposes by the Receiving Agency. The Receiving Agency will not use the Information for Administrative or Regulatory Purposes. "Work for statistical and research purposes" is defined below.

What is work for statistical and research purposes?

Phase A: Production of statistical outputs

This is the technical phase that uses Information, that is, Survey Responses and Paradata, as input and, implementing detailed specifications, produces such statistical outputs as data tabulations or regression coefficients.

Phase B: Statistical analysis to determine whether outputs are appropriate for use

In this phase, the work is to determine whether, from a statistical point of view, the statistical output is appropriate for its intended uses. This phase involves such activities as examining the influence of outliers and the analysis of residuals.

Phase C: Determination of confidentiality of statistical output

In this phase, the Receiving Agency has to determine whether the statistical output can, alone or in conjunction with Statistics Canada publications and/or other publicly available sources, identify or disclose information about a Person. At the end of this phase, all statistical outputs will be categorized as being confidential or non-confidential.

The precise methods for and complexity of determining the confidentiality of statistical outputs will vary according to the underlying distribution of Information, and the types of statistical outputs. The Receiving Agency must consult Statistics Canada about the statistical outputs to ensure that no



confidential Information will be released or used for Administrative or Regulatory Purposes by the Receiving Agency.

Phase D: Use of statistical outputs

The Receiving Agency agrees not to release or use for Administrative or Regulatory Purposes any statistical outputs identified as being confidential (these outputs are defined as “Information” throughout this MOU).

There are no restrictions on the use of non-confidential statistical outputs. This includes their use for policy development and evaluation, as well as for monitoring or regulatory purposes but only at an aggregate, non-confidential level. Non-confidential statistical outputs may be published or distributed by the Receiving Agency.

Clarification of Administrative or Regulatory Purposes

Use of Information for Administrative or Regulatory Purposes means the use of confidential statistical outputs in a decision-making process that directly affects the Respondent or any other Person. This applies to all phases of work for statistical purposes.

For example, assume the Receiving Agency wishes to examine the impact of changing program benefits by 10% for a particular category of Person. The first three phases conclude that the required statistical outputs are not confidential. Therefore, Phase D allows the Receiving Agency to identify the number of Persons who would be affected by the change in program benefits. It is not permitted for the Receiving Agency’s policy analysts, program administrators, or any other employee, to identify from the microdata obtained from Statistics Canada, whether a particular Person is included or not in the list of those who would be affected by the change in program benefits.

The Receiving Agency agrees not to contact a Person (including any Respondent) to address any issue identified on the basis of the Information provided under this MOU. This includes contact to benefit a Person, such as alerting a Person to benefits or programs to which he/she could apply, or contact to conduct enforcement against a Person, such as initiating an audit or removing benefits from a Person based on the Information.

Source: <https://www.cer-rec.gc.ca/en/about/acts-regulations/other-acts/cooperative-agreements/memorandum-understanding-concerning-collection-sharing-information-from-selected-surveys-between-statistics-canada-national-energy-board.html>, last access 23/11/2021



Annex I: Example of format for datafile sharing in practice, between the Central Statistics Office (CSO) and the Registry Company Office (RCO) of Ireland.

Delivery number	Description of data file	Frequenc y	Delivery date
1	A full data load of the data elements per paragraph (b) of the First Schedule to the current Bulk Data Licence made between The Minister for Enterprise, Trade and Innovation and CRO's bulk data customers (the terms of the License are available on www.cro.ie1)	Quarterly	In March, June, September, December, annually
2	<p>Each company's most recent annual return details - this is the information supplied by companies on their most recent annual return, including received but unregistered annual returns, and where the return has been manually filed, where the return has been keyed up by CRO, in addition to shareholder information that has been supplied on CD to CRO with their annual return by a limited number of companies- as follows:</p> <p>Write to File (All_CSO_Results_List)</p> <p>Main Id Company_Num Company_Name Retum_Made_Up_To Financial_Year_From Address Currency Authorised_Share_Capital Issued_Share_Capital Tot_Qty_Issued_Cash rrot_Qty_Issued_Other Tot_Qty_Shares_Issued Tot_Qty_Shares_Held Shares_Commission Shares_Forfeited Shares_Discouned Tot_Value_Issued_Cash Tot_Value_Issued_Not_Cash Shares_Paid_For_Cash Shares_Other_Consideration Cap_Conversion_Reserve_Fund Calls_Unpaid Tot Not Called Tot_Consideration Member_CD_Included Company_Status Company_Status_Effective_Date</p> <p>Write to File (All_Memben_List)</p> <p>Main Id Member_Id Forename Surname Address</p> <p>Write to File (All_Memben_Share_Capital_Llst)</p> <p>Member Id Share_Class Number Held</p>	Annually	1 March, annually



<p>Write to File (All_Member_Transaction_List)</p> <p>Member_Id</p> <p>Transaction_Id</p> <p>Share Class</p> <p>Number_Transferred</p> <p>Date Transferred</p> <p>Transferee Details</p> <p>Source:</p> <p>https://www.cso.ie/en/media/csoie/aboutus/documents/memorandumofunderstanding/CSO-CRO_MoU_website.pdf, last access 23/11/2021</p>		
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Finally, it should be noted that, unless otherwise explicitly included in the MoU, the receiving agency (the NSO for instance) is not allowed to transfer the data received to a third party, when the latter is requesting it, even if it is by appealing to the Access to Public Information Law. If this were the case, the third party should be derived to the original data holder, which remains as the custodian of the administrative data.



Parties:

A Memorandum of Understanding

between:

<Data holder>

and

<NSO>

Place and date:

<Name of the data holder>

<NSO>

<Head of department/agency>

<Head of NSO>

Definitions

Agreement: Agreement or the agreement means this data exchange agreement, with accompanying appendices.

Receiving authority: The receiving authority means <NSO>, which has entered into the agreement and which receives information in accordance with this agreement.

Personal data: Personal data means the information defined as personal data in the legislation in force at any given time.

Parties: means <NSO> and <data holder>.

Identifier: means an Entity's or Person's name, address, telephone number or other direct means of identifying that Entity or Person.

NSS: National Statistical System, which is defined as all producers of official statistics, including the NSO.

...



Purpose

The purpose of this MoU is to establish the terms and conditions under which data is shared between the <data holder> and the NSO. It aims to ensure that the parties to the agreement have a common understanding of the process and their responsibilities in sharing the data from <data holder> to the <NSO>. The objectives of this agreement are as follows:

1. To regulate practical conditions concerning the timely and reliable delivery of data.
2. To ensure collaboration between NSO and <data holder> toward the improvement of data quality.
3. To streamline the flow of data within the NSS thereby reducing processing time, resource use and the overall reporting burden.

Duration

This agreement is valid from the date of signing until it is terminated in writing by one of the parties with <6> months' notice. However, if the receiving party do not comply with a set of critical conditions, such as safeguarding confidentiality or other < defined in the MoU by the parties >, the MoU could be terminated immediately by the affected party.

Legal basis

This agreement relates to issues and objectives raised in key policy documents which highlight the need to strengthen the role of the NSO in the coordination of the National Statistical System. These strategic documents include: ...< National Strategy for Development of Statistics (NSDS)>, <National Multi-year Statistical Program>, <Annual statistical Plan>, <Government Development Program>, ...

These strategic objectives as defined in the National Strategy for Development of Statistics (NSDS) are as follows: [*adapt for country*]

- To further strengthen statistical legislation, institutional infrastructure, organization structures, independence of the NSO and operational, financial and administrative management systems of the NSS to support official statistical production and development.
- Improve coordination of the NSS to eliminate data conflicts and ensure efficient production processes.
- Requirement of all official statistics producers and data providers to produce high-quality statistics and data by following the national quality assurance framework; in particular, statistical outputs must satisfy users' needs in terms of relevance, accuracy, reliability, timeliness, punctuality, accessibility, clarity, coherence and comparability.

The processes being introduced as part of this exercise will change the way in which NSO manages data. Therefore, data providers and, in particular, NSS members need to cooperate with the NSO to ensure



that they adopt appropriate data management practices that comply with their obligations covered by the Statistics Law, namely:

[quote or reference to legal basis]

- 1) Provisions of secure data processing and storage: ... *< quote article or briefly describe >*
- 2) Provisions of exclusive use for statistical purposes: ... *< quote article or briefly describe >*
- 3) Provisions of data quality management and continuous improvement: ... *< quote article or briefly describe>*

In term of legal basis to access to administrative data, from the NSO and for statistical purposes only, this is based on the following laws:

- 1) Statistical Law (or Decree): ... *< refer to mandate for data collection for the NSO, to the obligation of administrative data holders to provide unrestricted access to its data, and confidentiality provisions ...>*
- 2) *(if needed)* Organic Law of the data holder entity: ...*< refer to provisions that call for a better coordination and cooperation among public entities or, ideally, referring explicitly to data sharing...>*
- 3) *(if needed)* Basis Law for Public Management: ... *< refer to coordination, and efficiency principles that would require data sharing among public entities...>*
- 4) *(if needed)* Personal data Protection Law: ... *< refer to the right of the NSO to access informants' personal data without its authorization, provided it is for statistical purposes>*
- 5) *(if needed)* Access to Public Information Law: ... *< refer to safeguard of confidentiality...>*
- 6) *...(any other law that refers to transversal data sharing at government level)*

Responsibilities of the parties

The parties to the agreement shall strive to remain up to date on the relevant laws, regulations and directives that may be applicable at any given time. Delivery and use of the information shall, at all times, be in compliance with applicable laws and rules, including any reporting and registration procedures laid down by public authorities.

Responsibilities of the NSO

The NSO shall carry out appropriate quality assurance and validation of the data received professionally, effectively and to a high standard and shall provide feedback to <data holder> regarding:



- Information on errors and omissions in the individual unit in the material received
- Feedback on quality problems at an aggregate level based on analyses of other data sources to which the NSO has access
- Proposals for checks that can/should be implemented by the data holder
- Proposals for measures aimed at strengthening data quality

The NSO shall work together with <data holder> to improve the quality of <data holder>'s administrative data.

The reports/quality indicators that the NSO will send to <data holder> are stipulated in <Appendix XX> to this agreement.

Enquiries from <data holder> shall be answered without undue delay.

The NSO shall, without undue delay, notify <data holder> of any factors that the NSO is aware of, or ought to be aware of, that may have a bearing on the performance of this agreement.

Responsibilities of <Data holder>

<Data holder> shall transfer data to the NSO according to the specified calendar and in the specified format <Appendix 1>.

If there is a delay in the preparation of the published data set to be shared with the NSO, the data shall be sent to the NSO and marked as 'provisional', along with an explanation from the data owner regarding the reason of the delay.

<Data holder > shall provide data using standard classifications and coding as defined by the NSO.

<Data holder > shall assure the quality of its data and statistics and work together with the NSO and allocate resources to follow up the quality work in its own data system.

Enquiries from the NSO shall be answered without undue delay.

<Data holder > shall, without undue delay, notify the NSO of any factors that it is aware of, or ought to be aware of, that may have a bearing on the performance of this agreement.

Where <data holder > plans to create new statistics, make major changes to ongoing statistics or its administrative data that is transferred to the NSO, or conduct a major statistical survey, the NSO must be informed of this as soon as possible in the planning stage so that the consideration to the harmonisation of statistics can be protected.

Data

[This section is to be adapted to the individual department/agency, and will mainly be regulated by Appendix 1]

This agreement covers the sharing of aggregated data.



The specification of data to be delivered shall be included as an annual update to Appendix 1 to this agreement.

SAMPLE APPENDIX 1: FORMAT FOR DATA AND METADATA SHARING IN PRACTICE

Description of data	Metadata structures	Format	Periodicity	Means of Transmission
<p><i>Health worker density and distribution. Time Series.</i></p> <p><i>Columns: [Indicator name],[Administrative level], [Administrative unit name], [Administrative unit code], [Years – one column per year 2000 - latest available]. Aggregate numbers of health workers per administrative unit per year.</i></p>	<ul style="list-style-type: none"> • <i>Indicator information,</i> • <i>Data reporter (organization and contact persons),</i> • <i>Definition and concepts,</i> • <i>Data sources and collection methods,</i> • <i>Method of computation,</i> • <i>Data availability and disaggregation,</i> • <i>Comparability with international standards,</i> • <i>References</i> 	<i>Excel file</i>	<i>Annual – 1 September</i>	<i>Email</i>
..				

Confidentiality

Both parties shall use appropriate safeguards to protect the data from misuse and unauthorized access or disclosure, including maintaining adequate physical controls and password protections for any server or system on which the data is stored, ensuring that data is not stored on any mobile device (for example, a laptop or smartphone) or transmitted electronically unless encrypted, and taking any other measures reasonably necessary to prevent any use or disclosure of the data other than as allowed under this agreement.

Those measures can include:

- All staff from the NSO (and from the data holder as well) that accessed the shared data shall sign written confidentiality commitments, which will remain binding even beyond the duration of work at the institution.
- Staff from the NSO may process and store individual data with identifiers as long as it is required for statistical production, but as soon as they are no longer necessary for statistical purposes, those identifiers should be destroyed.
- ...<other to be defined...>



Amendments

Either party may request changes to this agreement. Any changes, modifications, revisions or amendments to this agreement which are mutually agreed upon by and between the parties to this agreement shall be incorporated by written instrument, and effective when executed and signed by all parties to this agreement.



References:

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- . 2021. *Handbook on Management and Organization of National Statistical Systems (4th Edition_v2.3). Chapter 4 - National Statistical System*. UNITED NATIONS Statistics Division. <https://unstats.un.org/wiki/display/HSO/Chapter+5+-+National+Statistical+Office?preview=/62587006/87427379/Chapter%205%20-%20UN%20Handbook%20beta%20v2.1.pdf> (November 23, 2021).

