

Surface Transportation Board
Washington, D.C. 20423-0001

Office of Economics

November 7, 2023

Mr. Jake Wagner
 Assistant Research Professor
 School of Economic Sciences
 Washington State University
 255 E Main St
 Pullman, WA 99163

Re: Waybill Request WB23-54

Dear Mr. Wagner:

The Surface Transportation Board (STB) has received your request under 49 C.F.R. § 1244.9(c) of October 9, 2023 for permission to access the unmasked 2000-2021 confidential Carload Waybill Sample (CCWS). Your request explained that the requested data would be used in support of work on behalf of the United States Department of Agriculture (USDA). The objective of your work is to estimate the determinants of agricultural freight rates by mode to inform shippers and improve policy. Your request explained that the Unmasked CCWS data is critical for your project to identify determinants of rail rates and to identify the impacts of rail rates and levels of rail service on rates of competing modes. Notice of your request was published in the Federal Register on October 18, 2023, and no objections were received.

Based on the complete and sufficiently detailed explanations and justifications contained in your request, you will be authorized to access the requested data. Specifically, you will have access to the 2000-2021 unmasked waybills for all records and fields. Although, it is the Board's practice to generally limit disclosure to masked revenue data, unmasked revenues are being released because your request explains with particularity how revenue data will be used and the need to conduct your academic research with actual revenue data. This data may only be used for the purpose detailed in your request and may not be used for any other purpose such as private, commercial consulting. ***This approval becomes effective when signed agreements from the individuals listed below are received by the STB:***

- a) *Jake Wagner – Washington State University – Assistant Research Professor*
- b) *Eric Jessup – Washington State University – Research Professor*

The expiration date for this agreement is November 30, 2024. Unless you seek and obtain a renewal from the STB, this agreement upon expiration obligates you to return or destroy all copies of the data (see item 6 of the agreement). Any request for renewal will need to provide a detailed explanation for why continued access to the data is necessary and demonstrate that you are continuing to actively use the data for the originally requested purpose.

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Several aspects of the CCWS limit the conclusions that may be drawn from analysis of the CCWS: 1) the CCWS is a sample, and 2) the CCWS is based on terminating shipments from relatively large carriers. Only those railroads with more than 4,500 annual terminating carloads are included in the sample. The limited sampling of small railroads may have a substantial effect on studies covering areas served predominately by non-sampled railroads. For additional information on the CCWS, *see Reference Guide* @ <https://www.stb.gov/reports-data/waybill/> on the Board's website.

The rules for release of waybill data are codified at 49 C.F.R. § 1244.9. The CCWS contains confidential shipper and railroad data. As a result, the CCWS is commercially sensitive and has the potential to cause competitive harm to shippers and railroads if disclosed. Therefore, the following agreement must be signed, and a copy of the signature pages returned to the STB, before any waybill data can be used.

Your signature acknowledges your agreement to comply with the following:

1. You will use the CCWS data released to you solely for the purpose requested.
2. Absent permission from the STB, you shall make the information contained in the CCWS (including work product and analyses derived from the CCWS) available only to the individuals identified above. The STB may approve access for additional individuals within your entity working on the particular project or study requiring the waybill data. Each such additional individual must review and sign this agreement, and return a copy of the signature page to the STB.
3. You will not release any CCWS data (including work product and analyses derived from the CCWS) to anyone who has not signed this agreement and been approved for access by the STB until the STB has had the opportunity to review the materials proposed for disclosure to ensure confidentiality.
4. You acknowledge that, in addition to the restrictions described in paragraphs 1 and 2 above, you are bound by the STB's rules governing use and disclosure of CCWS data. These include the confidentiality provisions of 49 C.F.R. §§ 1244.9(f)(1)-(3), which require that "[a]ny shipper data obtained from the Waybill Sample shall not be publicly released unless the data are aggregated to include at least three shippers." In addition, you agree not to disclose CCWS data that permits identification of an individual railroad.
5. You will refer any requests for CCWS data in your possession (including work product and analyses derived from the CCWS) to the STB for processing and will inform the requesting party of such referral to the STB. If you are compelled by law or order of a governmental or judicial body to release CCWS data, you shall notify the Board in writing within three days of any determination that CCWS

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data must be released, and in no event later than five days before the CCWS data is scheduled to be released.

6. In order to retain access to the CCWS beyond the expiration date specified above, you must submit a written request for an annual extension of the agreement no later than thirty days prior to the expiration date and the renewal request must be approved by the Office of Economics. **If an annual agreement is not signed and approved, you must certify by no later than the expiration date that all CCWS data (including all work product and analyses derived from the CCWS) obtained under this agreement has been destroyed or returned to the STB.**
7. Failure to request an extension (if necessary), or destroy or return CCWS data when required, may prevent any future release of CCWS data to you. Violations of this agreement may subject you to sanctions by the Board.

After all parties have signed and returned this agreement, please contact Mr. Dusenberry (202) 245-0319 to make the necessary arrangements to have a copy of the data sent to you. The STB will provide the data by email through file transfer protocol. Prior payment of processing and mailing cost of **\$124 (\$62 per confidentiality agreement)** is required. Payment can be made through the Board's electronic payment system, Pay.gov. Your payment through Pay.gov will generate a unique Pay.gov transaction number, which you will need to provide with your signed agreement. Pay.gov accepts payment through bank accounts, credit cards, debit cards with a MasterCard or Visa logo, and digital wallet.

Sincerely,

Francis X. O'Connor

Francis O'Connor
Acting Director
Office of Economics

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I have read and understand the conditions for release of the CCWS data. I agree to comply fully with these conditions and the provisions of this confidentiality agreement. No later than thirty days before the agreement expires, I will request an extension of this agreement, if necessary. If no extension is requested, I will return or destroy all CCWS data and certify that I have done so. I have the authority to sign this agreement.

By: Jake Wagner



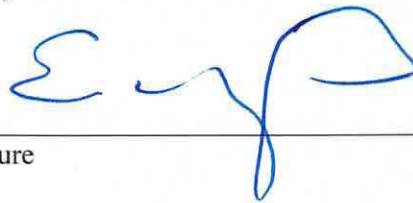
Signature

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By: Eric Jessup

Signature

A handwritten signature in blue ink, appearing to read 'Eric Jessup', is written over a horizontal line. The signature is stylized, with the first name 'Eric' and last name 'Jessup' clearly visible.

October 9, 2023

Francis O'Connor
Acting Director of the Office of Economics
Office of Economics
Surface Transportation Bureau
395 E Street SW
Washington, DC 20423

Dear Dr. Brennan,

Please consider this request to obtain access to the unmasked Carload Waybill Sample from 2000 – 2021. This request is made in support of completing work on behalf of the United States Department of Agriculture to evaluate the determinants of agricultural freight rates. I am an Assistant Research Professor at Washington State University and am the Co-Principal Investigator on this project. In support of this project, I ask that access be granted to myself, and Eric Jessup (Co-Principal Investigator, Research Professor, Washington State University) through September 1, 2024, to facilitate the completion of this project.

This work will estimate the determinants of agricultural freight rates by mode to inform shippers and improve policy. Hypothesized determinants of agricultural freight rates include distance, fuel costs, agricultural production, regional socio-economic conditions, market conditions, and rates and service levels of competing modes (barge, truck, air). Rail data from the unmasked Carload Waybill Sample is critical for this project to identify the determinants of rail rates and to identify the impacts of rail rates and levels of rail service on rates of competing modes.

We fully understand and will abide by the confidentiality requirements specified in 49 CFR § 1244.9. We will also submit any research products created using this data for review by the Director of Economics for any confidentiality concerns. Please let me know if you have any questions, comments, or concerns regarding this request.

Thank you for your consideration.

Sincerely,

Jake Wagner
Assistant Research Professor
School of Economic Sciences
Washington State University
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