

BLS AGENT AGREEMENT
FOR OSHS FEDERAL-STATE PROGRAM

1. I, _____, an authorized official of the Bureau of Labor Statistics (BLS), U.S. Department of Labor, hereby designate _____ as a temporary agent of the BLS, within the meaning of the Confidential Information Protection and Statistical Efficiency Act (CIPSEA), to serve in accordance with this Agent agreement, the Cooperative Agreement and any other agreements entered into between the BLS and _____, and in accordance with applicable Federal law.

2. I, _____, hereby accept the designation as agent in paragraph 1. I certify that I have read all applicable agreements between the BLS and the state agency and promise that I will comply with all provisions of this Agent Agreement, the Cooperative Agreement or any other agreements between the BLS and the state agency, and applicable law. I will assure that my actions or inactions do not cause the state agency to violate its responsibilities under those agreements. I specifically swear (or affirm) to comply with all provisions of law that affect information acquired by the BLS, including, but not limited to, the Trade Secrets Act, the Privacy Act, and the CIPSEA, and I understand that my failure to comply with these provisions may subject me to criminal sanctions. I also agree to comply with all other BLS information policies communicated by BLS through formal memoranda to the state agency and annual confidentiality training.

3. We, the parties to this agreement understand that the BLS is granting the Agent access to confidential information only for the purpose of carrying out the Agent's responsibilities under written agreements between the BLS and the state agency. The Agent will not seek or obtain such confidential information for any other purpose. Confidential information includes confidential personally identifiable information and respondent identifiable information protected from unauthorized use or disclosure under CIPSEA, including the disclosure avoidance parameters applied to published data. Confidential information also includes pre-release information such as official estimates and other official statistical products prior to the official BLS release of the corresponding national data.

4. We, the parties, understand and agree that the activities performed by and any outputs produced by the Agent under this agreement are subject to review upon request by the assigned BLS Regional Commissioner or any other BLS official that the BLS designates for verification that the activities are statistical in nature and that outputs do not contain respondent or personally identifiable information.

5. We, the parties, understand and agree that the Agent will not be an employee of the United States for any purpose and will not receive compensation or payment of any kind from the BLS or the Government in connection with the Agent's activities under this agreement or any other agreements between the BLS and the state agency. Neither this agreement nor any agreement between the BLS and the state agency provide any right of access to BLS information. The parties also understand and agree that the BLS may decline to give the Agent access to information and/or to terminate this agreement at any time, without notice. The parties agree that neither this agreement, nor any termination thereof will result in any legal liability by the BLS or the Government; however, termination will not affect the Agent's continuing obligation to safeguard all confidential data, and it will not affect any license granted to the Government pursuant to section 6.

6. We, the parties, understand and agree that for the purposes of the copyright laws any product developed under this agreement is in the public domain and is therefore not subject to copyright protection. However, it is also understood that confidential information remains fully protected from improper disclosure and use as provided by law and this agreement.

7. I, _____, understand that the state agency or I will notify the BLS if I should no longer be affiliated with the state agency or of any change of status with the state agency.

8. I, _____, fully understand my responsibilities to protect confidential information. I will comply with all security requirements and will avoid all improper use or disclosure of confidential information. I understand that under CIPSEA, the penalty for a knowing and willful disclosure of confidential information is a class E felony with a fine of not more than \$250,000 or imprisonment for not more than 5 years, or both.

Date

Date