

**Non-Disclosure Agreement and Bureau of Transportation Statistics CIPSEA Training  
Certificate for Access to Confidential Data**

The undersigned, \_\_\_\_\_, an approved nominee of \_\_\_\_\_, (hereinafter referred to as “Agent”) hereby acknowledges and agrees to the following terms and conditions required for approval of their individual participation as a part of the Data Review Team / Disclosure Review Team (circle team(s) to which agent has been assigned) for the <<NAME OF PROGRAM>> program.

- I. The Agent shall:
- a. for all purposes and with regard to all information shared by the Bureau of Transportation Statistics (BTS), be considered an “agent” of the BTS for the <<NAME>> program as the term is defined in the Confidential Information Protection and Statistical Efficiency Act (CIPSEA (44 U.S.C. § 3561--3583 Section 3561(2)) and in accordance with Section 3572);
  - b. (b) be restricted to performing exclusively statistical activities under the control of an officer or employee of the BTS; and
  - c. (c) at all times protect from disclosure all information shared with him/her in accordance with the requirements of CIPSEA, which provides that any employee, contractor, or agent who willfully discloses confidential information in any manner to a person or agency (including his/her employer) not otherwise entitled to receive it, shall be guilty of a class E felony and imprisoned for not more than 5 years, or fined not more than \$250,000, or both.

II. The Agent acknowledges that none of the above requirements conflicts with the Whistleblower Protection Enhancement Act of 2012 (WPEA) and that the provisions of this agreement are consistent with and do not supersede, conflict with or otherwise alter the Agent’s obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

III. The Agent acknowledges that they shall be personally and solely responsible for any violation of the provisions of CIPSEA regarding the release of information gained as an

agent of BTS for <<NAME OF PROGRAM>>, regardless of the recipient of such information, except as set forth in clause II of this Agreement.

IV. Your signature below indicates that you have received confidentiality training and that you have carefully read and understand your obligations and responsibilities as an Agent of the BTS under CIPSEA. You further acknowledge that if you violate the confidentiality provisions of CIPSEA Section 3572 or make an unauthorized disclosure, you may be found guilty of a class E felony and can be imprisoned up to five years, and/or fined up to \$250,000, or both. You also understand that violations of information system security and practices may lead to immediate dismissal as an Agent of BTS, and civil or criminal prosecution.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Confidentiality Training

Confidentiality Training Provided by: Clara Reschovsky, BTS Confidentiality Officer