

DRAFT OCTOBER 26, 2005

AGENCY AGREEMENT

1. I, [Name of BLS Official], an authorized official of the Bureau of Labor Statistics (BLS), U.S. Department of Labor, hereby designate [Name of Agent] as a temporary Agent of the BLS, within the meaning of the Confidential Information Protection and Statistical Efficiency Act of 2002, Public Law 107-347 (Exhibit A), to serve in accordance with this Agency Agreement, the [Identify contract] with the Employment and Training Administration], hereinafter "the Recipient," and applicable law on the project described in the contract.

2. I, [Name of Agent], hereby accept the designation as Agent in paragraph 1. I certify that I have read the contract and promise that I will comply with all provisions of this Agency Agreement, the terms of the contract between the Recipient and [Name of Contractor], and applicable law. I will assure that my actions or inactions do not cause the contractor to violate its responsibilities under the contract. I specifically swear to comply with all provisions of law that affect information acquired by the BLS, including, but not limited to, the Privacy Act and the Confidential Information Protection and Statistical Efficiency Act of 2002, 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.

3. 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 the project described in the contract. The Agent will not seek or obtain such confidential information for any other purpose. The Agent will not seek or obtain information containing personal identifiers.

4. The Agent will perform all activities subject to this agreement under the control of the BLS Project coordinator or any other BLS official that the BLS designates.

5. We, the parties understand that the services being provided by the Agent are to the contractor and not to the BLS, the Department of Labor, or the government of the United States. The parties also understand and agree that the Agent will not be an employee of the United States for any purpose. While this agreement does not preclude any compensation of the Agent by the contractor for his/her services to the contractor, the Agent will not receive compensation or payment of any kind from the BLS, the ETA, the Department of Labor, or the Government of the United States in connection with the Agent's activities under this agreement, or the contract. Neither this agreement nor the contract 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, nor any denial of access

to information, will result in any legal liability by the BLS, the ETA, the Department of Labor, or the Government; however, termination will not affect the Agent's continuing obligation to safeguard all confidential data, and it will not affect any obligations of the Agent under section 6 (which relates to intellectual property).

6. All work products and outputs created pursuant to this contract, including, but not limited to, written reports, statistical results, and tables, are to be regarded as public domain, and therefore are not subject to copyright protection. I hereby renounce any such intellectual property rights and agree not to enforce or make any efforts to enforce such rights. The government of the United States, including the Department of Labor and the BLS, and the general public may therefore reproduce, distribute, alter, prepare derivative works, perform publicly and display publicly said reports, work products, and outputs for any purpose freely and without geographic limitation. I understand that I will not acquire any property rights or interests in BLS data accessed, used, or provided as a result of activities performed under this agreement.

7. I, [Name of Agent] will notify the BLS if I should no longer be affiliated with the Recipient or of any change of status with the Recipient.

8. I, [Name of Agent] fully understand my responsibilities to protect confidential information. I will comply with all security requirements and avoid all improper use or disclosure of confidential information.

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[Name of Agent]

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[Name of BLS Official]