**BLS AGENT AGREEMENT**

1. I, [Name BLS Designating 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 (CIPSEA), 44 USC Section 3561 et seq., (Attachment C), to serve in accordance with this Agent agreement and agreements entered into between the BLS and [Name of Contractor], hereinafter “the Contractor,” for BLS-approved statistical activities, and applicable Federal law.

2. I, [Name of Agent], hereby accept the designation as agent in paragraph 1. I certify that I have read all applicable agreements between the BLS and the Contractor and promise that I will comply with all provisions of this Agent Agreement, all agreements between the BLS and the Contractor, and applicable law. I will assure that my actions or inactions do not cause the Contractor 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 Privacy Act, the Trade Secrets Act, the Wagner-Peyser Act, and CIPSEA, and I understand that my failure to comply with these provisions may subject me to criminal sanctions.

3. We, the parties, 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 Contractor. Confidential information includes respondent identifiable information which is protected from unauthorized use or disclosure under CIPSEA. Confidential information may also include pre-release, personally identifiable, and restricted access information. The BLS will grant access only to that confidential information which is necessary to carry out the Agent’s responsibilities under written agreements between the BLS and the Contractor. The Agent will not seek or obtain such confidential information for any other purpose. The Agent will return all confidential information to the BLS, at the request of the BLS. The Agent will return this information to the BLS when the Agent is no longer affiliated with the Contractor or when the Agent has no further responsibilities under these agreements which require access to such information.

4. I, [Name of Agent], will perform all activities subject to this agreement under the control of the BLS Contracting Officer Representative or any other BLS official that the BLS designates. I, the Agent, agree to comply with all BLS information policies.

5. We, the parties, understand and agree that the Agent will not be an employee of the United States government, the Department of Labor, or the BLS for any purpose and will not receive compensation or payment of any kind from the BLS, the Department of Labor, or the Government in connection with the Agent's activities under this agreement or any other agreements between the BLS and the Contractor. Neither this agreement nor any agreement between the BLS and the Contractor provides 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, the Department of Labor, or the Government; however, termination will not affect the Agent's continuing obligation to safeguard all confidential information, and it will not affect any license granted to the Government or any intellectual property rights of the public or the Government pursuant to section 6.

6. I, [Name of Agent], understand that I will not acquire any property rights or interests in data accessed, used, or provided as a result of activities performed under this agreement.

7. I, [Name of Agent], certify that I currently am an employee of the Contractor, and I will notify the BLS if I should no longer be affiliated with the Contractor or of any change of status with the Contractor.

8. I, [Name of Agent], fully understand my responsibilities to protect confidential information from unauthorized disclosure. I will comply with all instructions of the BLS with respect to such information and all security requirements and will avoid all improper use or disclosure of confidential information. I will notify the BLS immediately if I become aware of any request or demand for access to confidential information. I understand that under CIPSEA, the penalty for a knowing and willful disclosure of respondent identifiable 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.

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[Name of Agent]

[Agent’s Organization]

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[Name of BLS Official]

Bureau of Labor Statistics