

Attachment 1
**STANDARD REQUEST FORM FOR
ACCESS TO SUPERVISION & REGULATION CONFIDENTIAL INFORMATION**

This form is designed to provide the standard information that is required to support a request for access to S&R confidential information, including confidential supervisory information (CSI).

Name: RACHEL E BOENIGK Work Phone: _____

☒ Federal Reserve Bank: BOARD Network Logon ID: mlr4602

Status: ☒ Employee ☐ Contractor ☐ Other _____

Department/ Division:

☐ S&R ☐ Credit Risk Management (payment system risk/discount window) ☐ Information Technology ☐ Research ☒ Other OFS

ACCESS REQUEST INFORMATION:

Access duration: ☒ Continuous or ☐ Temporary; if temporary _____ start date to _____ end date

Select the type of information for which access is requested:

☐ Supervisory/Compliance Exam Information ☐ Stress Testing
☐ Regulatory Reporting Information ☐ Consumer Complaints
☐ Shared National Credit (SNC) ☐ Surveillance and Risk
☐ Application Information ☒ Other CDS DATA provided by DTCC (FIN)

Select the purpose/business justification for access:

☐ Direct S&R work – e.g., examination/inspections, enforcement, applications processing ☐ S&R Administrative Support – e.g., administrative, data collection, or editing services
☐ Indirect Supervision – e.g., peer group analysis, surveillance, QA, policy development ☒ Research – for internal discussions
☐ S&R IT applications/systems support ☒ Research – for external discussion / publication
☒ Other see below

Provide a detailed purpose/business justification:

Help supporting research + OFS analysis on CDS market

AFFIRMATIONS (read and sign):

I will abide by the confidentiality and acceptable use requirements outlined in the S&R Confidentiality Agreement. S&R confidential information may only be shared with authorized individuals for official business purposes. Individuals granted access to S&R confidential information must ensure the information is adequately safeguarded and assumes responsibility for maintaining its confidentiality. Unauthorized use can result in disciplinary action or termination.

Requestor's Signature [Signature] Date 10/15/2012

Supervisor's Signature [Signature] Date 10/15/12

Officer in Charge of Supervision [Signature] Date 10/15/2012

Citizenship Eligibility:

☒ U.S. citizen or national or Protected Individual eligible for CSI access
☐ Non-U.S. citizen requiring Board approval

For Board Use Only:

Approver's Signature

Date

Attachment 2

**FEDERAL RESERVE SYSTEM EMPLOYEE AGREEMENT
ON NON-DISCLOSURE OF CONFIDENTIAL INFORMATION
OBTAINED FROM THE BANKING SUPERVISION FUNCTION**

I, RACHEL E BOENIGK, understand that, in connection with my duties and assignments at a Federal Reserve Bank, I am being given access to confidential information obtained from the Banking Supervision Function, including confidential supervisory information and information obtained from and about financial institutions and their affiliates. In exchange for being granted this access, I agree to abide by the terms and conditions contained in this Employee Agreement on Non-Disclosure of Confidential Information Obtained from the Banking Supervision Function (*Agreement*).

For purposes of the Agreement, the term confidential information (referred to as *S&R Confidential Information*) means: (i) confidential supervisory information (*CSI*) as defined in 12 CFR 261.2(b), which includes information contained in examination and inspection reports, confidential operating or condition reports, and other information prepared by, on behalf of, or for use by, the Federal Reserve in the examination, inspection and supervision of financial institutions or information derived from *CSI*, and (ii) any other information that the Board has designated as proprietary or confidential.

For purposes of this Agreement, *Responsible Officer* shall mean the respective Officer in Charge of Supervision, or his or her designee.

Specifically, I understand and agree that:

1. I will use S&R Confidential Information to which I am granted access only for the purposes of the assignment for which such access is provided. I will not use S&R Confidential Information beyond the scope of this assignment, including for other Federal Reserve purposes, such as other research, whether or not intended for publication, without the written permission of the Responsible Officer. I will not directly or indirectly use S&R Confidential Information for my private gain or for the private gain of another person or entity at any time.
2. At all times, including after termination of my employment with the Federal Reserve Bank (employment), I will keep in confidence and take all necessary steps to protect S&R Confidential Information to which I am given access, including, but not limited to, complying with the policies regarding the handling of the information.
3. I will only disclose S&R Confidential Information to another Board or Federal Reserve Bank employee as necessary to complete the assignment in connection with which I was given access to the Confidential Information. I will only disclose S&R Confidential Information to contractors of the Board or a Federal Reserve Bank with the express permission of the Responsible Officer.
4. I will inform the Responsible Officer of any external (non-Federal Reserve) requests or demands for disclosure of S&R Confidential Information, and I will refer all such demands

and requests for disclosures, including but not limited to subpoenas, to the Responsible Officer.

5. I will not, at any time, either during my employment with a Federal Reserve Bank or after its conclusion, make S&R Confidential Information public (for example, in research involving publication) or otherwise communicate or disclose S&R Confidential Information to the public, or to any person not employed by or under contract with the Board or a Federal Reserve Bank, without the written permission of the Board's General Counsel (or his or her designee). I understand, however, that I may publish or disclose data or information derived from S&R Confidential Information if the Director of BSR or DCCA, depending on the data owner, or their designees, makes a written determination that the data or information will not and does not, including through the use of publicly available information or based on knowledge of the particular market, inadvertently reveal any confidential information. In addition, the Responsible Officer, or other appropriate officer, will also review the publication consistent with the protocols that exist for the review of publications.
6. Upon completion of an assignment for which I am given access to S&R Confidential Information, I will promptly dispose of all S&R Confidential Information in my possession as instructed by the Responsible Officer. If I am required to maintain a copy of the information to comply with recordkeeping obligations of the Board or Reserve Bank, I will advise the Responsible Officer of my obligations and treat the S&R Confidential Information in accordance with this Agreement.
7. Should a question arise as to whether information to which I am given access is S&R Confidential Information, I will immediately contact the Responsible Officer and seek a determination as to the information's status. If the Responsible Officer determines the information is S&R Confidential Information, I shall treat it in accordance with this Agreement.
8. I further understand that noncompliance with this Agreement is a serious offense that could result in disciplinary action, including termination of my employment. I understand that disclosure of S&R Confidential Information, other than as provided in this Agreement, depending on the circumstances, may also violate federal law, including the Trade Secrets Act (18 USC 1905), the Right to Financial Privacy Act (12 USC 3401 *et seq.*), and the Privacy Act of 1974 (5 USC 552a).
9. If I become aware or suspect that any S&R Confidential Information to which I have access becomes lost or exposed, I will immediately notify my supervisor and my information technology support staff in accordance with AD 07-3 / CA Admin 07-2 .
10. I understand that, in addition to the provisions of this Agreement, I am subject to other restrictions, obligations, rights or liabilities that apply to me as an employee of the Federal Reserve Bank, including those governing the use of S&R Confidential Information. Further, I understand that if I am serving as a Federal Reserve Examiner, this Agreement does not supersede any laws or additional restrictions that apply to me acting in the capacity of Examiner.

11. If any provision of this Agreement shall be held by a court of competent jurisdiction to be unenforceable, the remaining provisions shall remain in full force and effect.
12. This Agreement survives my termination of employment from Federal Reserve Bank. I understand that this Agreement, and all of its terms and conditions, is continuing and applies to me until terminated in writing by the Board's General Counsel.


SIGNATURE OF EMPLOYEE

10/15/2012
DATE

RACHEL E BOENIGK
Printed name of employee

OFS
Employee's unit or department

BOARD
Reserve Bank location / Board

Attachment 4

ACCESS TO S&R CONFIDENTIAL INFORMATION SUPPLEMENTARY INFORMATION FORM FOR RESEARCH REQUESTS

This form is designed to obtain information that must be provided to support access requests to S&R confidential information that are research-related. This includes research for internal discussion, research for external discussion, collaborative research with third parties, and research for publication. Requests are to be directed to Michael Kraemer, Assistant Director, Division of Banking Supervision and Regulation (BSR) (BSR-DataSecurity@frb.gov) for data owned by BSR or to Suzanne Killian, Senior Associate Director, Division of Consumer and Community Affairs (DCCA) for data owned by DCCA.

Requestor Name: RACHEL E BOENIGK Network Login ID mlreb02

☒ Federal Reserve Bank: BOARD

Department/ Division: OFS

PROJECT DESCRIPTION (complete each request):

- 1 Please provide a description of the project you will be undertaking that requires access to S&R confidential information.

- Analysis of hedging strategies in the CDS market
- Study of counterparty risk exposure among CDS market participants
- Study of the interconnectedness in the CDS market
- Analysis of risks created by excessive exposure in the CDS market

- 2 Provide specific detail about the type of information you are requesting.

CDS data provided by DTCC (TIW)

- 3 List the names of any co-authors and research assistants that will also be working with the data or documents. (These individuals must also request approval for access if they need to have any access to the data.)

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- 4 Provide an estimate of the amount of time for which access to the data is required.

CONTINUOUSLY

- 5 Provide the planned review process for the research project, including the names and titles of all persons who will be responsible for reviewing any work products produced. Please also provide the names of subject matter experts who will be asked to provide comments on the research.

SCHINDLER, JOHN; LEHNET, ANDREAS; LIANG, NELLIE

AFFIRMATIONS:


I certify that I will use the S&R confidential information for only the specific purpose requested and consistent with the requirements outlined in the S&R Confidentiality Agreement.

I understand that I must provide copies of my draft and final research products to the Board's BS&R Division prior to public disclosure. The point of contact for BS&R is: Michael Kraemer, Assistant Director, BSR, at BSR-DataSecurity@frb.gov. The point of contact for DCCA is Suzanne Killian, Senior Associate Director, DCCA.

Requestor's Signature

10/15/2012
Date


Recommendation for Approval:


Supervisor

10/15/12
Date

Research Director or Designee

Date


Officer-in-Charge of Supervision or Designee

10/15/2012
Date

For Board Use Only:

Approver's Signature

Date