

AGENT AGREEMENT

1. I, Michael Horrigan, 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 (Attachment A/B/C, Exhibit A/B/C), to serve in accordance with this agent agreement, the Letter of Agreement (LOA) XXXX (attached) between the BLS and Name of Organization, hereinafter "the Recipient," and applicable law on the project described in the LOA.
2. I, Name of Agent, hereby accept the designation as agent in paragraph 1. I certify that I have read the LOA and promise that I will comply with all provisions of this agent agreement, the LOA, and applicable law. I will assure that my actions or inactions do not cause the Recipient to violate its responsibilities under the LOA. 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 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 LOA. 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 supervision and control of the BLS Project Coordinator or any other BLS official that the BLS designates.
5. We, the parties, do not regard this agreement as involving the agent's provision of any services to the BLS 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 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 the LOA. Neither this agreement nor the LOA 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. This section applies to the extent that the agent has any intellectual property right or interest in any product developed under the LOA or this agreement. The agent grants to the government of the United States a non-exclusive, royalty-free, and irrevocable license to reproduce and use for any governmental purposes, including distribution of materials to the public, any product developed by the agent which is produced under this agreement or the LOA, as well as to create derivative works from any such product, by any present or future means now known or hereafter developed, without geographic restriction.
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.

Name of Agent
Name of Organization

Date

Michael Horrigan
Bureau of Labor Statistics

Date