

## BLS AGENT AGREEMENT

1. I, **Janet Rankin**, an authorized official of the Bureau of Labor Statistics (BLS), U.S. Department of Labor, hereby designate **Elizabeth A. McGrath** as a temporary Agent of the BLS, within the meaning of the Confidential Information Protection and Statistical Efficiency Act of 2002 (CIPSEA), Public Law 107-347 (Exhibit A), to serve in accordance with this Agent Agreement, the Cooperative Agreement and any other agreements entered into between the BLS and the Employment Security Commission of North Carolina, and in accordance with applicable Federal law.

2. I, **Elizabeth A. McGrath**, hereby accept the designation as Agent in paragraph 1. I certify that I have read all applicable agreements between the BLS and the State agency and promise that I will comply with all provisions of this Agent Agreement, the Cooperative Agreement or any other agreements between the BLS and the State agency, and applicable law. I will assure that my actions or inactions do not cause the State agency 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 Trade Secrets 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. We, 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 written agreements between the BLS and the State agency. Confidential information includes confidential respondent identifiable data protected from unauthorized use or disclosure under CIPSEA. Confidential information may also include confidential pre-release information. The Agent will not seek or obtain such confidential information for any other purpose.

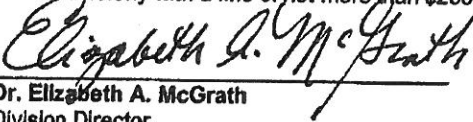
4. We, the parties, understand and agree that the activities performed by and any outputs produced by the Agent under this agreement are subject to review upon request by the assigned BLS Regional Commissioner or any other BLS official that the BLS designates for verification that the activities are statistical in nature and that outputs do not contain respondent-identifying data.

5. We, the parties, 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 any other agreements between the BLS and the State agency. Neither this agreement nor any agreement between the BLS and the State agency 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. We, the parties, understand and agree that for the purposes of the copyright laws any product developed under this agreement is in the public domain and is therefore not subject to copyright protection. However, it is also understood that confidential information remains fully protected from improper disclosure and use as provided by law and this agreement.

7. I, **Elizabeth A. McGrath**, will notify the BLS if I should no longer be affiliated with the State agency or of any change of status with the State agency.

8. I, **Elizabeth A. McGrath**, fully understand my responsibilities to protect confidential information. I will comply with all security requirements and will avoid all improper use or disclosure of confidential information. I understand that under Section 513 of 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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Dr. Elizabeth A. McGrath  
Division Director  
Employment Security Commission of North Carolina  
Labor Market Information Division

8/9/2010  
\_\_\_\_\_  
Date

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**Janet Rankin**  
Regional Commissioner  
Bureau of Labor Statistics

\_\_\_\_\_  
Date