

**DOCUMENT 2**

**AGREEMENT FOR EXTERNAL CONSULTANTS  
IN THE BANK SUPERVISION FUNCTION**

**General Provisions**

1. I am being retained as a consultant under contract to the Federal Reserve Bank of \_\_\_\_\_ ("Reserve Bank") and as such I am an independent contractor.
2. I understand that I may be asked to disclose to the Reserve Bank information about investments, debts and employment relationships of me, my spouse, and dependent children that may have a bearing on my ability to complete supervision assignments contemplated under the contract. I authorize the Reserve Bank to conduct background and credit checks, as it deems appropriate.
3. During the period of time in which I serve as a consultant to the Reserve Bank, I will comply with similar conflicts of interest restrictions that apply to a Reserve Bank employee while working on a supervision assignment, unless I first obtain a waiver from such restrictions. For example, I may not seek or obtain credit from a depository institution or an affiliate while I am assigned to a matter that specifically involves that institution. Without specific authorization from the Reserve Bank's Ethics Officer, I may not participate in a matter specifically involving a depository institution or other company or any affiliate, if the institution, company, or affiliate employs my spouse, child, parent, or sibling.
4. During the period of time in which I serve as a consultant, without specific authorization from the Reserve Bank's Ethics Officer, I am prohibited from making a debt or equity investment in any bank, thrift or other depository institution or an affiliate. This restriction also applies to my spouse and dependent children.
5. I understand that during the period of my contract, I am prohibited from working for, consulting with, or seeking employment from any depository institution or an affiliate, unless I obtain prior approval from the Reserve Bank's Ethics Officer.
6. Under my contract with the Reserve Bank, I may prepare "works for hire," including analyses, draft reports, recommendations, and other documents. Every work for hire that I prepare during my contract with the Reserve Bank, using information that I acquire while under contract with the Reserve Bank, is the property of the Reserve Bank. I assign full and exclusive rights and ownership in such work and any other proprietary rights that I possess or am entitled to in such work to the Reserve Bank. I retain no right, ownership, or title or other proprietary rights in such work. I agree that I am relinquishing all rights in those works in their entirety to the Reserve Bank for whatever use it desires.

**Provisions Pertaining to Bank Examinations and Inspections**

7. If I am being hired to participate as a consultant in an examination or inspection, I understand that I must be approved to receive a temporary examiner credential by the Board of Governors of the Federal Reserve System (Board), and that this approval is a condition of my contract. This temporary credential will provide the appropriate authorization to permit me to participate as a Federal Reserve Examiner in the examination(s) or inspection(s) of the institution(s) specified in the credential.
8. As a condition of being credentialed as a Federal Reserve Examiner, I warrant that I am either a U.S. citizen or an immigrant alien lawfully admitted to the United States with a permanent resident visa (valid Green Card) and who has signed a Declaration of Intent to Become a United States Citizen. If I am not currently a U.S. citizen, this information has been fully disclosed to the Reserve Bank and I understand that my noncitizen status may affect the Board's ability to authorize my participation in an examination or inspection.
9. Should I be credentialed as a Federal Reserve Examiner, I understand that I am subject to certain restrictions imposed by federal law. I understand that I could be subject to criminal liability for taking a loan or gratuity from a financial institution that I examine (18 U.S.C. 213), for unlawfully taking or concealing any property of value from any bank or banking institution that is a member of the Federal Reserve System (18 U.S.C. 655) or, for disclosing the names of borrowers or the collateral of loans examined by me without authorization (18 U.S.C. 1906). I understand that I may not accept a loan, gift, including meals, or a gratuity from a bank that I examine or examined, or its affiliate while holding a valid credential.

Failure to comply with any of the provisions of this Agreement will result in immediate termination of this Agreement.

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SIGNATURE OF CONSULTANT

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DATE

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PRINTED NAME OF CONSULTANT