

DOCUMENT 1
FEDERAL RESERVE BANK CONSULTANT AGREEMENT
ON NON-DISCLOSURE OF CONFIDENTIAL INFORMATION
OBTAINED FROM THE BANKING SUPERVISION FUNCTION

In connection with my duties and assignments as a consultant under contract with the Federal Reserve Bank of _____ ("Reserve Bank"), I will be given access to confidential information obtained from the Banking Supervision Function, including confidential supervisory information and information obtained from and about depository institutions and their affiliates. I agree to abide by the terms and conditions contained in this Consultant Agreement on Non-Disclosure of Confidential Information Obtained from the Banking Supervision Function ("Agreement").

For purposes of the Agreement, *confidential information obtained from the Banking Supervision Function (hereafter referred to as "Confidential Information")* includes confidential supervisory information as defined in 12 CFR 261.2(c), such as examination and inspection reports, examiner workpapers, information obtained during interviews, and other examination-related material prepared by an institution's financial supervisor, and proprietary information and trade secrets information provided by an institution or its affiliates as part of the supervisory process. Confidential Information includes information derived from Confidential Information. In addition, Confidential Information includes information that the Board of Governors of the Federal Reserve System ("Board") has designated as proprietary or confidential and which is not publicly available.

Specifically, I understand and agree to the following.

1. I will use Confidential Information to which I am granted access only for the purposes of the assignment for which such access is provided.
2. At all times, including during or after termination of my contract with the Bank ("Contract"), I will take all necessary steps to protect from disclosure Confidential Information to which I am given access.
3. I will disclose Confidential Information only to Bank employees to complete the assignment, or to others with the express permission of the "Responsible Officer." For purposes of this Agreement, "Responsible Officer" means the respective Reserve Bank Officer in Charge of Supervision, or his or her designee. I will not use the Confidential Information beyond the scope of the assignment for which I am given access to this information, including in connection with another Federal Reserve Bank contract or associated with research whether or not intended for publication without the written permission of the Responsible Officer.
4. I will not, at any time, make public (for example, in research involving publication or in connection with another contract) or otherwise communicate or disclose Confidential Information to the public, or to any person not employed by the Board or any Reserve Bank without the written permission of the Board's General Counsel.
5. Upon completion of the assignment, I promptly will return all Confidential Information in my possession as instructed by the Responsible Officer or his/her designee. I will not, directly or indirectly, use Confidential Information for my private gain or for the private gain of another person or entity at any time.
6. Noncompliance with this Agreement is a serious offense that could result in termination of the Contract and/or commencement of a civil/criminal action against me under applicable law.
7. In addition to the provisions of this Agreement, I am subject to other restrictions, obligations, rights or liabilities that apply to me as a consultant of the Bank, including those governing the use of Confidential Information of the Bank. Further, I understand that if I am serving as a Federal Reserve Examiner, this Agreement is in addition to any law or additional restriction that applies to me acting in the capacity of Examiner.
8. This Agreement survives the termination of the Contract and remains in full force and effect unless I receive a written release from this Agreement from the Board's General Counsel.

SIGNATURE OF CONSULTANT

DATE

PRINTED NAME OF CONSULTANT

OFFICER IN CHARGE OF SUPERVISION