

**AMENDMENT No 2 TO
PARTNERSHIP AGREEMENT
BETWEEN**

THE U.S. DEPARTMENT OF LABOR, WAGE AND HOUR DIVISION

AND

**MARYLAND DEPARTMENT OF LABOR, LICENSING AND REGULATION, DIVISION OF
UNEMPLOYMENT INSURANCE AND DIVISION OF LABOR AND INDUSTRY**

Pursuant to the Period of Agreement Section, the September 19, 2011 Partnership Agreement made and entered into by and between The United States Department of Labor's Wage and Hour Division (hereinafter referred to as "WHD" or "Department") and the Maryland Department of Labor, Licensing and Regulation, Division of Unemployment Insurance, and the Maryland Department of Labor, Licensing and Regulation, Division of Labor and Industry (hereinafter referred to as DLLR), together collectively referred to as "the agencies" or "the parties", and was renewed on October 17, 2014 is hereby further renewed and will expire one year from the renewal date below and automatically renew thereafter for an additional term of one year unless and until either party gives notice as provided for in the Period of Agreement Section, subject to the following changes to the Partnership Agreement:

The Exchange of Information section is revised to add the following paragraphs:

- Should either party receive a request or subpoena that would, fairly construed, seek production of privileged information that it received pursuant to this agreement, the party receiving such a request or subpoena shall take reasonable measures, including but not limited to asserting the common interest privilege, to preclude or restrict the production of such information for ten (10) business days, and shall promptly notify the donor agency that such a request or subpoena has been received, so that the donor agency may file any appropriate objections or motions, or take any other appropriate steps, to preclude or condition the production of such information.
- Neither party shall have authority to waive any applicable privilege or doctrine on behalf of the other party, nor shall any waiver of an applicable privilege or doctrine by the conduct of one party be construed to apply to the other party.
- The agencies will notify one another, through the agency POC identified in this agreement, upon commencement of litigation, a hearing, or other proceeding that may involve the release, through subpoena, introduction of written evidence, or testimony, of information exchanged under this agreement.


[Continued on the next page].


All other terms and conditions remain the same.

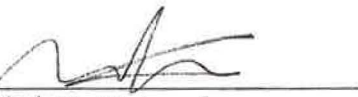
The September 19, 2011 Partnership Agreement, renewed along with Amendment 1 to the Partnership Agreement on October 17, 2014 is further renewed effective as of the 5th day of January, 201~~7~~. 8


United States Department of Labor

Maryland Department of Labor Licensing and Regulation

By: 
Bryan Jarrett
WHD Deputy Administrator

By: 
Matt Helminak
Commissioner of Labor and Industry

By: 
Mark H. Watson Jr.
Regional Administrator

By: 
Dayne M. Freeman
Assistant Secretary, Unemployment Insurance