

RENEWAL AND AMENDMENT OF
COMMON INTEREST AGREEMENT

BETWEEN

PARTICIPATING AGENCIES OF THE U.S. DEPARTMENT OF LABOR

AND

THE NEW HAMPSHIRE DEPARTMENT OF LABOR

Pursuant to the Period of Agreement section of the November 12, 2014 Common Interest Agreement made and entered into by and between participating agencies of the United States Department of Labor, specifically, the Wage and Hour Division, the Employee Benefits Security Administration, and the Occupational Safety and Health Administration (all represented by the Office of the Solicitor and hereinafter collectively referred to as the "USDOL"), and the New Hampshire Department of Labor (hereinafter referred to as the "NHDOL"), is hereby renewed and will expire three (3) years from the renewal date below, subject to the following changes to the November 12, 2014 Agreement. The USDOL and the NHDOL are collectively referred to as "the parties."

1. The first bulleted term in the Exchange of Information Section is hereby revised to read as follows:

- To the extent permitted by law, the parties understand that in order to effectuate the purposes and provisions of this Agreement, it may be necessary, from time to time, to exchange information, some of which may be considered confidential. It is the policy of each of the parties to cooperate with other government agencies to the fullest extent possible under the law, subject to the general limitation that any such cooperation must be consistent with its own statutory obligations and enforcement efforts. It is the view of the parties that an exchange of information in which both entities are proceeding with a common legal interest is to their mutual benefit. The parties to this Agreement recognize the importance of being able to provide information to other law enforcement bodies without waiving the privilege of otherwise protected material or making a public disclosure.

2. The third bulleted term in the Exchange of Information Section is hereby revised to read as follows:

- Confidential information means information that may be privileged or otherwise exempt from disclosure to the public or other unauthorized persons under state and federal statutes or law. Confidential information includes: the identity of persons who have given information to the parties in confidence or under circumstances in which confidentiality can be implied; any employee statements in enforcement files that were obtained under these conditions; internal opinions, policy statements, memoranda, and

recommendations of federal or state employees, including (but not limited to) any records that would otherwise not be subject to disclosure under law as non-final, intra- or inter-agency documents; information or records covered by the attorney-client privilege and the attorney-work-product privilege; personal information on living persons; individually identifiable health information; and confidential business information and trade secrets

3. The final bulleted term in the Exchange of Information Section is hereby revised to read as follows:
 - However, in the event that the agency receiving the information experiences a security incident or disaster that results in the suspected or confirmed inadvertent disclosure of the data exchanged pursuant to this Agreement, the agency experiencing the incident or disaster will send formal written notification to the donor agency's designated contact person within 3 days after detection of the incident or disaster. The written notification will describe the security incident or disaster in detail including what data exchanged pursuant to this Agreement may have been inadvertently disclosed
4. The Exchange of Information section is further 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.

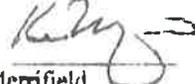
All other terms and conditions remain the same

The November 12, 2014 Common Interest Agreement is renewed effective as of the 5th day of February, 2018.

United States Department of Labor
Wage and Hour Division

New Hampshire Department of Labor

By 
Bryan Farrell
Deputy Administrator

By 
Ken Merrifield
Labor Commissioner

By 
Mark Watson
Regional Administrator

United States Department of Labor
Occupational Safety and Health Administration

By 
Lynn Sweatt
Deputy Assistant Secretary

By 
Gale Blanton
Regional Administrator

United States Department of Labor
Employee Benefits Security Administration

By 
Deputy Assistant Secretary for Program Operations

United States Department of Labor
Office of the Solicitor

By 
Nicholas Geale
Acting Solicitor of Labor

United States Department of Labor
Office of the Solicitor

By 
Michael D. Felsen
Regional Solicitor

