

DISCLAIMER ACKNOWLEDGEMENT

On behalf of _____

[Name of State Department or Agency] and the State of _____

[Name of State], referred to collectively as “State,” the undersigned, a duly authorized representative of State, acknowledges and agrees that the following terms shall apply to State’s participation in the Conference of State Banking Supervisors (“CSBS”) Examiner Pool program:

1. CSBS has developed a clearinghouse program (“the Examiner Pool”) to assist its member and others in learning about bank examiner personnel who may be available to assist with bank examination functions. CSBS shall maintain the Examiner Pool for such duration and on such terms and conditions as CSBS, in its sole and complete discretion, determines.

2. State shall be permitted to participate in the Examiner Pool in such manner and on such terms and conditions as CSBS specifies. Such participation may include but not be limited to: (a) State providing names and other information specified by CSBS on bank examiner personnel and retired bank examiners who may be available to participate in the Examiner Pool; (b) State providing information specified by CSBS on State’s needs and specifications for bank examiner personnel who might be contacted through the Examiner Pool; (c) State obtaining from CSBS names and other information on bank examiner personnel who may be available to assist State with bank examination functions; and (d) State providing information specified by CSBS on bank examiner personnel who provide services to State as a result of the Examiner Pool.

3. CSBS does not and shall not guarantee the accuracy of any information State obtains from CSBS on the qualifications, work history, or other attributes of any bank examiner personnel. CSBS does not and shall not guarantee the personal conduct or the quality of work performed by any bank examiner personnel for whom State receives information or a listing from CSBS.

4. The participation of bank examiner personnel in the Examiner Pool does not and shall not create any contractual or legally binding relationship between such personnel and CSBS. Bank examiner personnel who participate in the Examiner Pool shall not for any purpose be deemed to be an employee, independent contractor, consultant, agent, representative, spokesperson, or otherwise acting in any other capacity for or on behalf of CSBS.

5. It shall be State's sole and complete responsibility to assure that its participation in the Examiner Pool complies with all applicable laws and regulations of State, as well as all other applicable federal, state, and local laws and regulations, pertaining to State's participation in the clearinghouse or State's retention of services from any bank examiner personnel participating in the Examiner Pool.

6. It shall be State's sole and complete responsibility to negotiate independently with bank examiner personnel and any necessary third parties concerning the terms and conditions by which State retains the services of bank examiner personnel of whom State learns through the Examiner Pool.

7. State shall keep confidential all information relating to bank examiner personnel obtained from the Examiner Pool.

8. State, on behalf of itself and all of its departments, agencies, subsidiary municipalities, and related entities, acknowledges and agrees that CSBS, on behalf of itself and each of its employees, officers, directors, representatives, affiliates, successors, and assigns disclaims any and all liability of any kind arising from or related to State's participation in the Examiner Pool. State shall immediately advise CSBS in writing of any claim or action instituted or threatened by any person against CSBS arising from or related to the Examiner Pool. State shall provide to CSBS any documentation or records that CSBS may reasonably request in connection with such notice.

9. State's obligations as specified in this Disclaimer or in the terms specified for participation in the Examiner Pool shall in no way be impaired, reduced or released by reason of any omission or delay by CSBS.

10. State's continued participation in the Examiner Pool shall be subject to the terms of this Disclaimer unless these terms are amended or replaced in a new written Disclaimer provided by CSBS.

ACKNOWLEDGED AND AGREED THIS _____ DAY OF _____, 200_.

Signature

Printed Name

Title: _____