



State of Wisconsin
Department of Financial Institutions

Scott Walker, **Governor**

Lon E. Roberts, **Secretary**

August 1, 2016

GENERAL LETTER CU 5-16
SHARING EXAMINATION REPORT

TO ALL CREDIT UNIONS:

Wisconsin Statute Chapter 186.235 (7) (b) (3) was recently updated to state:

“Provide examination reports to a credit union’s attorneys, independent certified public accountants, or other consultants or advisers who have agreed in writing to maintain the confidentiality of reports.”

This letter is to provide further guidance regarding the sharing of an examination report issued by the Office of Credit Unions (OCU):

- The final examination report is property of the OCU.
- The final examination report (not a draft) can be provided by a credit union official to a third party as long as the third party has been engaged by the credit union to provide a service.
- A confidentiality or non-disclosure agreement must be executed prior to a credit union official providing the report to the third party. A sample agreement is attached. However, a credit union can utilize their own agreement (preferably reviewed by a qualified attorney).
- Credit union officials must ensure the report is properly secured and must limit and control distribution and reproduction of the report. It is suggested that officials only share the applicable portion of the report and/or redact all member related data.
- The CAMELS rating must be redacted from any portion of the report distributed to the third party.
- It is understood that the report will be returned to the credit union or destroyed after the third party is finished with it. It is the responsibility of the credit union to ensure the report is returned or destroyed in a reasonable amount of time (120 days).
- Examiners and/or OCU staff may meet with a third party after the Board of Directors has received and reviewed the report and by request of management. The Office of Credit Unions

Office of Credit Unions

Mail: PO Box 14137 Madison, WI 53708-0137
Voice: (608) 261-9543

Courier: 201 W. Washington Ave. Suite 500, Madison, WI 53703
Fax: (608) 267-0479 Internet: www.wdfi.org

has no obligation to meet with third parties and will use discretion in meeting with third parties regarding examination findings.

Questions regarding this letter should be directed to the Office of Credit Unions at (608) 261-9543.

Sincerely,

A handwritten signature in cursive script that reads "Kim Santos".

Kim Santos
Director
OFFICE OF CREDIT UNIONS

Enclosure

AGREEMENT FOR PROTECTION
of
CONFIDENTIAL INFORMATION

This Agreement for the Protection of Confidential Information (“Agreement”) is made by and between _____ Credit Union (the “Credit Union”) and _____ (the “Consultant”) (together, the “Parties”).

RECITAL

The Credit Union and the Consultant desire to communicate and exchange confidential information in connection with the Credit Union’s examination report and related documents and conversations (together, “the Examination Report”) from the Office of Credit Unions (“OCU”) and both Credit Union and the Consultant desire and intend to protect the confidentiality of the Examination Report and the information they exchange regarding it.

AGREEMENT

NOW THEREFORE, in consideration of their communications and exchange of information orally, on paper and through electronic means, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. The Credit Union desires to provide the Credit Union’s Examination Report to the Consultant for the purpose of obtaining information, explanation, or guidance as to matters contained in the Examination Report that the Credit Union believes are within the Consultant’s professional or expert competence.
2. The Consultant acknowledges that the Examination Report is highly confidential and that the Credit Union has provided it for the sole purpose of obtaining information, explanation, or guidance as to the matters contained in it.
3. The Consultant hereby agrees to take appropriate steps to protect the security and confidentiality of the Examination Report, to keep the Examination Report confidential unless compelled to do otherwise as required by law, and to otherwise protect against any anticipated threats or hazards to the security or integrity of member or customer information contained in the Examination Report. Furthermore, the Consultant agrees to limit access to the Examination Report only to its staff who are performing services for the Credit Union regarding the Examination Report, to disclose or use information from or related to the Examination Report only to carry out the purposes for which that information has been disclosed, and to return the Examination Report to the Credit Union or Office of Credit Unions or, if requested, destroy the Examination Report in the Consultant’s possession.
4. The Consultant hereby agrees to promptly notify the Credit Union of any actual or suspected breach of confidentiality.

5. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the Parties.

6. This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin.

7. This Agreement contains the entire agreement between the Parties concerning the matters discussed in it and no modifications will be binding unless approved in writing by both Parties.

"Credit Union" CREDIT UNION

"Consultant"

By: _____
(Name and Title)

By: _____
(Name and Title)

Date: _____

Date: _____