

PARTICIPATION AGREEMENT FOR ASSOCIATE MEMBERSHIP ON SYSTEMS PERFORMANCE ASSESSMENT TEAM (SAT)

NON-DISCLOSURE AGREEMENT

In anticipation of my participation as an Associate Member on the Systems performance Assessment Team (SAT), I certify that I have read and understand the Terms of Reference (ToR). I understand that in connection with my participation as an Associate Member of the SAT, I may acquire or have access to certain information that I hereby agree not to disclose until I am authorized to do so by NESDIS, or until the information becomes public. This information which I agree not to disclose includes any Controlled Unclassified Information (CUI), Sensitive but Unclassified (SBU), or third party proprietary or confidential information (hereinafter collectively "Information") learned during the course of the SAT activities. Information and data are not subject to this Agreement if they are:

- a. At the time of disclosure, generally known by or available to the general public;
- b. Known to me prior to the time of disclosure;
- c. Furnished by NOAA to the public;
- d. Furnished to me by a third party who legally obtained said information and the right to disclose it; or
- e. Developed independently by me, either before or after the period of activity of the SAT, where I can document such independent development.

I hereby agree that I will not discuss this information with or reveal this information to any representative of any governmental entity, business organization, other entity, or any individual person (except persons specifically authorized by NESDIS, either within or outside the U.S. Federal Government). In the event that I release any information described above or become aware that someone else has released such information, I agree to promptly advise NESDIS.

The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling. This paragraph shall not be construed to authorize the withholding of information from Congress or the taking of any personnel action against an employee who discloses information to Congress.

This agreement does not bar disclosures to Congress or to an authorized official of an executive agency or the Department of Justice that are essential to reporting a substantial violation of law.

CONFLICT OF INTEREST CERTIFICATE

I certify that I am not aware of any matter which might limit my ability to participate as an Associate Member on the Systems performance Assessment Team (SAT) in an objective and unbiased manner, or which might place me in a position of a conflict, real or apparent, between my responsibilities as a member of the SAT and other interests.

In making this certification, I have considered all my stocks, bonds, other financial interests, and employment arrangements (past, present, or under consideration) and, to the extent known by me, all the financial interests and employment arrangements of my spouse, my minor children, and other members of my immediate household.

If, after the date of this certification, any person, firm, or other organization with which, to my knowledge, I (including my spouse, minor children, and other members of my immediate household) develop a conflict of interest as described above, I will promptly notify NESDIS of this apparent conflict of interest. NESDIS will then determine if participation in the SAT activities could continue. I understand that in this case NESDIS may require that I not participate further in the work of this SAT if the conflict of interest is deemed too important to prevent participation.

(Name of Entity)

By (signature): _____

Name (print): _____

Title: _____

Date: _____