

DEPARTMENT OF HOMELAND SECURITY  
Federal Emergency Management Agency

## NATIONAL BUSINESS EMERGENCY OPERATIONS CENTER MEMBERSHIP AGREEMENT

The National Business Emergency Operations Center (NBEOC) serves as the Federal Emergency Management Agency's (FEMA) clearinghouse for information sharing between public and private sector stakeholders regarding emergency management matters in support of Emergency Support Function (ESF) #14 of the National Response Framework (NRF). FEMA is committed to a discrimination-free public-and-private-sector disaster coordination process and expects private stakeholders to comply with federal laws that prohibit discrimination on the basis of race, color, religion, sex, national origin, sexual orientation, or disability by recipients of federal funds. On behalf of the entity I represent named below ("Entity") and on my own behalf, I hereby acknowledge and agree to the following terms and conditions for participation as a virtual member of the NBEOC and understand that violation of any the following terms and conditions may result in immediate termination of my participation in the NBEOC as well as the Entity's.

- Participation in the NBEOC does not constitute an endorsement by FEMA, the Department of Homeland Security (DHS), or the U.S. Government of Entity's business, products, or services. Entity agrees to not make references to its participation in the NBEOC for any commercial, advertising, or marketing purposes. Entity further agrees that it will not represent to the public, either explicitly or implicitly, that its activities, products, or services are sanctioned or endorsed by FEMA, DHS, or the U.S. Government due to its participation in the NBEOC.
- Participation in the NBEOC is conditioned on the understanding that any association arising as a result of Entity's participation will not offend the integrity or propriety of FEMA, DHS, or the U.S. Government. FEMA will exercise its sole discretion in making this determination and may consider factors such as significant criminal or civil investigations, fines, or adjudications of guilt.
- Entity certifies that its business is accessible to the general public with no restrictions, e.g., age restrictions, to enter.
- Entity certifies that it has not been proposed for debarment or suspension under federal procurement or nonprocurement rules and that it does not appear on the Exclusion Listing found here [SAM.gov | Exclusions](https://www.sam.gov).
- Certain government information may not be disclosed or distributed through the NBEOC. This information includes but is not limited to, sensitive procurement information (e.g. source selection information), classified information, controlled unclassified information, pre-decisional or privileged information, and information otherwise protected from release by law, regulation, or policy. Additionally, no information collected, maintained, or distributed by the NBEOC may contain proprietary business information or personally identifiable information (except for elements prescribed under DHS/ALL-002 DHS Mailing and Other Lists System (November 25, 2008, 73 FR 71659)). To the extent FEMA needs information regarding the availability of commodities that would only be provided under contract, the requirement will be turned over to FEMA's Office of the Chief Procurement Officer. The NBEOC will not be used to provide a competitive advantage to any Entity.
- Entity's or its representative's participation in the NBEOC may be terminated by FEMA at any time, for any reason.
- This agreement does not confer immunity or protection from liability in any criminal, civil, or administrative proceeding.
- Participation in the NBEOC does not create a business relationship with FEMA, DHS, or the U.S. Government.
- This agreement is not a fiscal or funds obligation document. Any activities or resources provided to accomplish the goals stated within this agreement are done without expectation of reimbursement or the payment of fees related to such activities. This agreement does not authorize any specific work or activity that involves the transfer of funds, services, or property requiring use of appropriated funds.
- Nothing in this agreement is intended to conflict with current law or regulation or the directives of FEMA or U.S. Government. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions are to remain in full force and effect.

- Nothing in this Agreement is intended to restrict the authority of DHS/FEMA or the U.S. Government to act as provided by statute or regulation.
- Any information shared under this agreement shall be in compliance with the Privacy Act, and to the extent required and allowable, the Freedom of Information Act (FOIA), and any other applicable statute, regulation, or Executive Order.
- This agreement does not confer or create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or in equity, onto any third person or party (public or private) against the United States, its agencies, its officers or employees, or any other person.
- This agreement creates neither a partnership nor a joint venture, nor is it intended to be enforceable in any court of law or dispute resolution forum.
- The use of the DHS/FEMA seal, logo, or mark by any persons or organizations outside of DHS may only be authorized with the prior written approval of the DHS Secretary or designee as required by DHS Management Directive No. 0030. The Department of Homeland Security (DHS) seal is protected by 18 U.S.C. §§ 506, 701, and 1017, among other laws, and use of the seal is controlled by the DHS Office of Public Affairs through DHS Management Directive No. 123-06.

DRAFT

By signing below, I, \_\_\_\_\_, \_\_\_\_\_  
Representative's printed name

on behalf of \_\_\_\_\_  
Entity

agree to the above terms and conditions for participation as a virtual member in the NBEOC.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date (mm-dd-yyyy)

<b>NBEOC Member Contact Information</b>	
Entity Name:	_____
Name of Entity's Representative:	_____
Title/Position of Entity's Representative:	_____
Entity's/Representative's Phone Number:	_____
Entity's/Representative's Email Address:	_____

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**AUTHORIZATION FOR THE RELEASE OF INFORMATION UNDER THE PRIVACY ACT**

The purpose of this form is to allow you to direct the Department of Homeland Security/Federal Emergency Management Agency (FEMA) to release the information you provided on the National Business Emergency Operations Center Membership Agreement form to be made available and accessible NBEOC members and participants of NBEOC meetings or events. In accordance with the Privacy Act (PL 93-579) passed by Congress in 1974, FEMA cannot release your information without your written consent (or an exception provided by law). Please return the completed form by email to [NBEOC@max.gov](mailto:NBEOC@max.gov).

Your Full Name (Last, First, MI):	
Current Address (Street, City, State/Province, Country):	
Place of Birth (City, State/Province, Country):	Date of Birth (mm-dd-yyyy):

This verification of identity and authorization to release records is made pursuant to and consistent with 28 U.S.C. § 1746. By signing below, I authorize FEMA to release the NBEOC Contact Information I have provided on the National Business Emergency Operations Center Membership Agreement form, and I declare under penalty of perjury under the laws of the United States that all of my information on this Authorization for the Release of Information under the Privacy Act form is true and correct.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date (mm-dd-yyyy)

**PRIVACY ACT STATEMENT**

**PURPOSE:** Pursuant to 5 U.S.C. § 552a(e)(3), this Privacy Act Statement serves to inform you of the following concerning the collection of the information on this form. FEMA is requesting the information written on this form to establish your identity and your consent to disclose the information you provided on the National Business Emergency Operations Center Membership Agreement form under the form's "NBEOC contact information" section to all NBEOC members and participants of NBEOC meetings or events.

**AUTHORITY:** Written consent is requested pursuant to the Privacy Act of 1974, 5 U.S.C. § 552a(b). The program for which this form may be used is authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended, 42 U.S.C. §§ 5121-5207; The Homeland Security Act of 2002, 6 U.S.C. §§ 311-321j; Reorganization Plan No. 3 of 1978; 4 U.S.C. §§ 2904 and 2906; 4 C.F.R. § 206.2(a)(27); the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Pub. L. 104-193); and Exec. Order No. 13411.

**ROUTINE USES:** The information provided above is protected under the Privacy Act. FEMA may externally share the information you provide as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, the "routine uses" published in DHS/ALL-002 Department of Homeland Security Mailing and Other Lists System 73 Fed. Reg. 71659 (November 25, 2008), and as authorized by your written consent. The information provided to FEMA regarding you and your entity may be subject to release under the Freedom of Information Act (5 U.S.C. § 552). A complete list of the routine uses can be found in the system of records notice DHS/FEMA-008 Disaster Recovery Assistance Files Notice of System of Records, 78 Fed. Reg. 25,282 (Apr.30, 2013). The Department's full list of systems of record notices can be found on the Department's website at <http://www.dhs.gov/system-records-notices-sorn>.

**CONSEQUENCES OF FAILURE TO PROVIDE INFORMATION:** Providing this information is not legally required unless you wish to become a member of the NBEOC. FEMA requires prospective NBEOC members to complete the National Business Emergency Operations Center Membership Agreement form and the Authorization for the Release of Information under the Privacy Act prior to approving each NBEOC membership and sharing the member's NBEOC Contact Information provided on the Membership Agreement form.