

DEPARTMENT OF HOMELAND SECURITY  
Federal Emergency Management Agency

**NATIONAL BUSINESS EMERGENCY OPERATIONS CENTER MEMBERSHIP**

**PRIVACY ACT STATEMENT**

Pursuant to 5 U.S.C. § 552a(e)(3), this Privacy Act Statement serves to inform you of why DHS is requesting the information on this form.

**AUTHORITY:**

FEMA is authorized to collect the information on this form pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended, 42 U.S.C. §§ 5121 -5207; and The Homeland Security Act of 2002, 6 U.S.C. §§ 311-321j.

**PURPOSE:**

Pursuant to 5 U.S.C. § 552a(e)(3), this Privacy Act Statement serves to inform you of why FEMA is requesting the information on this form. FEMA is requesting the information on this form to verify your identity and obtain your consent to disclose the information you provided on the National Business Emergency Operations Center (NBEOC) Membership Agreement form under the form's "NBEOC Member Contact Information" section to all NBEOC members and participants of NBEOC meetings or events.

**ROUTINE USES:**

The information requested on this form may be shared externally as a "routine use" to and NBEOC members to assist the Department of Homeland Security in NBEOC collaboration and other activities. A complete list of the routine uses can be found in the system of records notices associated with this form, DHS/ALL-002 Department of Homeland Security Mailing and Other Lists System and DHS/ALL-004 General Information Technology Access Account Records System of Records, 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). 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-sorns>

**CONSEQUENCES OF FAILURE TO PROVIDE INFORMATION:**

Providing this information is voluntary, however failure to provide this information may result in denial of membership to the NBEOC. FEMA requires prospective NBEOC members to complete the NBEOC Membership Agreement form prior to approving each NBEOC membership. Questions regarding this collection may be submitted to the [NBEOC@connect.gov](mailto:NBEOC@connect.gov).

**PAPERWORK BURDEN DISCLOSURE NOTICE**

Public reporting burden for this data collection is estimated to average 0.5 hour per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472-3100, Paperwork Reduction Project (1660-0061) NOTE: Do not send your completed form to this address.

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**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). 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.

- 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 compromise 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 it has not been proposed for debarment or suspension under federal procurement or non-procurement rules and that it does not appear on the Exclusion Listing found here [SAM.gov | Exclusions](https://www.sam.gov/Exclusions).
- 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 by 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.

By signing below, I, \_\_\_\_\_ ,  
 Business 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)

#### NBEOC Member Contact Information

Business Entity Name: \_\_\_\_\_  
 Name of Business Entity's Representative: \_\_\_\_\_  
 Title/Position of Business Entity's Representative: \_\_\_\_\_  
 Business Entity's/Representative's Email Address: \_\_\_\_\_  
 Business Entity Category (check all that apply):  
☐ Small Business ☐ Large Business ☐ Non-Profit ☐ NGO ☐ Association ☐ Educational Institution