

NON DISCLOSURE AGREEMENT

I understand that I may have access to certain Confidential Business Information (CBI) submitted under the Clean Air Act (42 U.S.C. 7401 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), the Safe Drinking Water Act (42 U.S.C. 300f et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.), the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 301 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.), or other authorities.

I understand that CBI may be used only in connection with my duties assisting the Environmental Protection Agency (EPA) under the Senior Environmental Employment Program and may not be disclosed without prior written approval of each affected business or of an EPA legal office. I agree that I will treat as confidential any CBI furnished to me and that I will follow both EPA confidentiality regulations and any security procedures required by EPA. I further agree that I will return all CBI to EPA upon request of the Agency, whenever the information is no longer required for performance of the work required under the grant or cooperative agreement, or upon termination of my duties under the grant or cooperative agreement.

I understand that under section 10(f) of the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. 136h(f), section 308(b) of the Federal Water Pollution Control Act (33 U.S.C. 1318(b), sections 3007(b) and 9005(b) of the Resource Conservation and Recovery Act (42 U.S.C. 6927(b) and 6991(b), and section 104(e) of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9604(e), I may be liable for a possible fine of up to \$10,000 and/or imprisonment for up to one year if I willfully disclose CBI to any person not authorized to receive it.

I understand that, during the course of my work as an enrollee under the Senior Environmental Employment (“SEE”) program at the Environmental Protection Agency (“EPA” or “Agency”), I may be given access to documents or information that may be protected by the attorney-client privilege, the attorney work-product privilege, or the deliberative process privilege; to documents or information that may be considered enforcement-sensitive or enforcement-confidential; to documents that may be protected by the Privacy Act of 1974, as amended; or to documents or information that may relate to the personal privacy of individuals.

I understand that such documents or information may be used only in connection with my duties as a SEE enrollee, and that I may not otherwise copy, disclose, or release in any manner such documents or information. I further agree that I will return all such documents or information to the EPA, whenever such documents or information are no longer required for the performance of my work assignments or upon termination of my duties as a SEE enrollee.

Name (Printed or Typed) _____

Signature _____

Date _____