

FIRST RESPONDER NETWORK AUTHORITY
BOARD RESOLUTION 12
Acceptance of Voluntary Services
December 11, 2012

WHEREAS, Congress enacted the Middle Class Tax Relief and Job Creation Act of 2012 (Act) which mandates the creation of a nationwide interoperable wireless broadband network that will enable police, firefighters, emergency medical service professionals, and other public safety officials to more effectively communicate and perform their missions;

WHEREAS, the Act creates the First Responder Network Authority (FirstNet), an independent authority within the Department of Commerce's National Telecommunications and Information Administration, charged to take "all actions necessary" to build, deploy, and operate the network, in consultation with State, local, tribal, and territorial entities;

WHEREAS, the Act empowers FirstNet "to hire or accept voluntary services of consultants, experts, advisory boards, and panels to aid the First Responder Network Authority in carrying out such duties and responsibilities."

NOW THEREFORE BE IT RESOLVED that the FirstNet Board of Directors establishes a process by which parties may provide voluntary services to FirstNet.

BE IT FURTHER RESOLVED that any individual interested in providing voluntary services to FirstNet must execute a waiver of compensation, non-disclosure agreement, and conflict of interest certification as part of the acceptance of voluntary services in substantially the form of the attached document. The FirstNet General Manager, or any person acting in that capacity, shall handle, review, or accept on the Board's behalf such voluntary services. Such services must be provided in accordance with federal law.

I, the undersigned, Secretary of the First Responder Network Authority, do hereby certify that the above is a true and correct copy of a resolution adopted at the meeting of the Board of Directors of the First Responder Network Authority on December 11, 2012, at which a quorum was present and voted.



Uzoma Onyeije, Secretary

**WAIVER OF COMPENSATION, CONFIDENTIALITY, AND CONFLICT OF INTEREST
CERTIFICATION FOR VOLUNTARY SERVICES PROVIDED TO THE FIRST RESPONDER
NETWORK AUTHORITY**

1. Waiver of Compensation.

In consideration of the acceptance of my offer to serve as (insert title and description of work, e.g., expert or consultant in the area of _____), I hereby affirm that I will not expect nor demand any compensation for my service.

2. Confidentiality of Documents and Restriction on Contact.

I understand and agree that during the term of this Agreement, I may be furnished with or otherwise have access to non-public information that First Responder Network Authority (FirstNet) considers to be of a confidential or proprietary nature, including but not limited to information about FirstNet's business and communications plans, financial information, techniques, procedures, and know-how, whether in tangible or intangible form, and whether or not stored, compiled or memorialized physically, electronically, graphically, photographically or in writing (collectively, the "**Confidential Information**"). Confidential Information must be clearly labeled "Proprietary" or other similar term, or if disclosed initially in intangible form, confirmed in writing as proprietary within ten days of the disclosure.

I understand that the information provided to me by FirstNet, its employees, and representatives is made available to me solely for the purpose of providing my expertise in support of FirstNet's mission. I agree that all Confidential Information of FirstNet is, and at all times during and after the term of this Agreement, the exclusive property of FirstNet, to be used by me only for the specific purposes expressly authorized by this Agreement. No license under any patent, trademark, copyright or any other worldwide intellectual property or proprietary rights laws is either granted or implied by the disclosure or provision of any Confidential Information. All rights are reserved.

I agree not to disclose, sell, transfer, publish, or otherwise use or make available any portion of the Confidential Information provided to me during the course of my service to FirstNet to any third parties or to discuss such information outside the Department of Commerce (Department) during or after such service. All such disclosures shall be made consistent with applicable Federal law and be subject to all of the terms and conditions of this Agreement. I will only discuss this information with FirstNet, its employees and representatives. I agree to follow any written instructions provided by FirstNet, its employees, and representatives for the proper handling of any documents that I receive in the course of my service. Nothing in this Agreement shall be deemed to obligate FirstNet to disclose any Confidential Information to me.

I agree to secure and protect the Confidential Information of FirstNet in a manner consistent with the maintenance of the FirstNet's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information of a similar nature or importance, but in no event using less than reasonable efforts.

I agree not to make use of any Confidential Information learned while providing services to FirstNet to create new concepts, product/services, or propose new products or services without first obtaining approval from FirstNet. I further agree not to use any information obtained in course of my service to FirstNet for personal or private gain. Specifically, I agree not to provide advice on or to participate in the preparation of any contract proposal or financial assistance application to be submitted to FirstNet for any party, including any existing or future employer, or on a consultancy basis, using Confidential Information I obtained during the course of my service to FirstNet.

The following types of information are **not** considered confidential:

- (a) information publicly known and made generally available in the public domain prior to the time of disclosure by the FirstNet;
- (b) information that becomes publicly known and made generally available after disclosure by disclosing party to receiving party through no action or inaction on my part;
- (c) information that is already in my possession at the time of disclosure by the FirstNet as shown by my files and records immediately prior to the time of disclosure;
- (d) information obtained by me from a third party without a breach of such third party's obligations of confidentiality with FirstNet;
- (e) information independently developed by receiving party without use of or reference to FirstNet's Confidential Information, as shown by documents and other competent evidence in my possession; or
- (f) information required by law to be disclosed by me, however I will give FirstNet a written notice of such requirement seven (7) days prior to such disclosure and I will assist in obtaining any order protecting the information from public disclosure.

Upon the termination or expiration of this Agreement, or at the request of FirstNet at any time, I shall promptly destroy all of its copies of such Confidential Information or return the same to FirstNet (in accordance with the FirstNet's instructions), and shall, within 30 days of such termination, expiration or receiving such a request, certify in writing its compliance with the terms of this provision. After such destruction or delivery, I shall not retain any copies thereof.

3. Conflict of Interest.

I hereby certify that, to the best of my knowledge, I do not have a financial conflict of interest and that my particular circumstances are not likely to raise the appearance of a financial conflict of interest, impropriety, or the appearance of impairment of objectivity with respect to any service I am to provide to FirstNet.

For purposes of this agreement, I understand that a financial conflict of interest may arise from my employment, stock ownership, a creditor or debtor relationship, or prospective employment with an applicant. An appearance of impairment of objectivity could result from activities or relationships with other persons or entities; I am unable or potentially unable to render impartial assistance or advice to the Government. It could also result from a non-financial gain to me or other persons or entities, such as benefit to reputation or prestige in a professional field.

I also recognize that I will be considered to have a financial interest, and therefore a conflict of interest, if any of the following persons or entities has a financial interest in any aspect of the FirstNet program to which I am asked to provide my services:

- (1) I, my spouse, minor child, or general partner; or
- (2) A profit or nonprofit organization in which I serve as an officer, director, trustee, general partner, or employee.

I will also be considered to have a conflict of interest in any matter in which a past employer (within the last year) is a party or is representing a party before FirstNet.

I understand that my status as an expert/consultant shall preclude my employer or me from applying for either a grant or a contract from FirstNet. I acknowledge that this certification is in effect at all times until I have completed all of the work to be performed by me under this agreement. If I discover that I might have a conflict of interest, might present a conflict of interest, or might have an appearance of impairment of objectivity, I will immediately inform the appropriate FirstNet official and refrain from further service until authorized to continue.

Name: _____

Signature: _____

Date: _____

Witness: _____

Date: _____