

**PENNSYLVANIA BUSINESS EMERGENCY OPERATIONS CENTER (PABEOC)**  
**MEMBERSHIP AGREEMENT**

The Pennsylvania Emergency Management Agency (PEMA) Business Emergency Operations Center (PA BEOC) serves PEMA as the Agency's clearinghouse for information sharing between public and private sector stakeholders regarding emergency management matters.

As an employee, representative or agent of the company/organization/association named below (hereinafter referred to as "we"), we hereby acknowledge and agree to the following terms and conditions for participation as a member of the PA BEOC. We understand that violation of any of the following terms and conditions will result in the immediate termination of my participation, and the company/organization/association's participation, in the PA BEOC.

PEMA is committed to a discrimination-free public- and private-sector disaster coordination process and, therefore we will comply with state and federal laws that prohibit discrimination on the basis of race, color, religion, sex, national origin, sexual orientation, or disability.

We acknowledge that participation in the PA BEOC does not constitute an endorsement by the Commonwealth of Pennsylvania or PEMA of the company/organization/association's business, products, or services. We agree to refrain from participation in the PA BEOC for any commercial, advertising, or marketing purpose. We further agree that we will not represent to the public, either explicitly or implicitly, that the company/organization/association's activities, products, or services are sanctioned or endorsed by the Commonwealth of Pennsylvania or PEMA due to its' participation in the PA BEOC.

We acknowledge and agree that participation in the PA BEOC does not create a business relationship with the Commonwealth of Pennsylvania or PEMA. Nothing in this agreement creates an agency, partnership, or joint venture between myself and/or my company/organization/association and the Commonwealth of Pennsylvania or PEMA.

We acknowledge and agree that we are not authorized to use the PEMA seal in any manner without prior written approval from PEMA.

We acknowledge that participation in the PA BEOC is conditioned on the understanding that any association arising as a result of participation will not offend the integrity or propriety of the Commonwealth of Pennsylvania or PEMA. PEMA 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.

We certify that the company/organization/association is accessible to the general public with no restrictions, e.g. age restrictions, to enter.

We certify that the company/organization/association has not been proposed for debarment or suspension under state procurement or non-procurement rules.

We acknowledge that certain information may not be disclosed or distributed through the PA BEOC. We acknowledge that members shall not disclose or distribute information issued by PEMA, Commonwealth/Federal Government, Commonwealth/Federal Agencies or any confidential or proprietary information made available by another PA BEOC partner, to any individual or organization that is not part of PEMA, other Commonwealth agencies, the Commonwealth Response Coordination

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Center (CRCC), or the PA BEOC, except as necessary to fulfill their role as PA BEOC members. This information includes, but is not limited to, sensitive procurement information (such as source selection information), classified information, controlled unclassified information, pre-decisional or privileged information, and information otherwise protected for release by law, regulation, or policy. Additionally, no information collected, maintained by the PA BEOC may contain proprietary business information or personally identifiable information. We acknowledge that unauthorized disclosure of classified information contained in this provision could result in the filing of legal charges.

To the extent that PEMA needs information regarding the availability of commodities that would only be provided under contract, the solicitation for information will be turned over to the appropriate program offices.

We acknowledge that the PA BEOC will not be used to provide a competitive advantage to any entity.

We acknowledge that participation in the PA BEOC is voluntary and we agree to waive any claim for compensation. We further agree that we will bear our own costs associated with participation in the PA BEOC.

We acknowledge that participation in the PA BEOC may be terminated by PEMA at any time for any reason.

Nothing in this agreement is intended to conflict with current law or regulation. If a term of this agreement is inconsistent with such authority, then the term is declared to be invalid, but the remaining terms and conditions are to remain in full force and effect.

This agreement is an internal arrangement between PEMA and the party listed below and does not create or confer any right or benefit on any other person or party, private or public.

It is acknowledged that the information provided to PEMA regarding the individual and the private sector entity may be subject to release under Pennsylvania's Right-to-Know Law (65 P.S. 67.101 et seq).

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Organization

\_\_\_\_\_  
PA BEOC Point of Contact for the Organization

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
E-mail

**Please sign and return this agreement to: [PABEOC@pa.gov](mailto:PABEOC@pa.gov)**