



**National Transportation Safety Board
Non-Disclosure Agreement for
Access to Certain NTSB Investigative
Information related to
N7055D Investigation WPR16FA087**

NON-DISCLOSURE AGREEMENT

Purpose and Key Terms

1. The National Transportation Safety Board (NTSB) is investigating an accident involving N7055D, in Astoria, Oregon, on March 23, 2016, NTSB Investigation No. WPR16FA087 (the "Investigation").
2. Mr. Merritt intends to be legally bound, and hereby consent to the terms and conditions in this Agreement in consideration of being granted conditional access to certain factual investigative information related to the Investigation that is owned by, produced by, or in the possession of the United States Government. Under NTSB regulations, 49 C.F.R. § 831.13(b), no release of investigative information outside of the party representatives to an investigation may occur prior to public release by the NTSB without the permission of the NTSB investigator-in-charge ("IIC") of the Investigation.

Other Terms

3. This agreement is subject to the federal law of the United States of America.
4. The non-disclosure provisions are made and intended for the benefit of the United States and may be enforced by the United States Government. By granting conditional access to information in this context, the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement. If any party violates the terms and conditions of this Agreement, such violation may result in the cancellation of its and all Approved Employees' conditional access to information covered by this Agreement; and the company could be subject to administrative, disciplinary, civil or criminal action, as appropriate under the laws, regulations, directive or treaties applicable to the category of information involved. The United States Government has not waived any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any Information to which Mr. Merritt has been given conditional access under the terms of this Agreement.
5. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.
6. Signing this Agreement does not bar disclosure to the United States Congress or to an authorized official of an Executive Agency or the Department of Justice that is essential to

reporting a substantial violation of law. The NTSB enters into this agreement with the below signed party as permitted under 49 U.S.C. § 1113(b)(1)(B).

7. The obligations contained in this Agreement are in consideration of being granted access to NTSB controlled information. All obligations imposed by this Non-Disclosure Agreement concerning the use and disclosure of information apply for the duration of the Investigation and for a period until the NTSB publishes its probable cause determination.
8. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Signature pages delivered by facsimile transmission or by e-mail delivery shall create a valid and binding obligation of the party executing with the same force and effect as if such facsimile or e-mailed signature page were an original thereof.

I represent and warrant that I have the authority to enter into this Agreement.

For Dan Merritt:

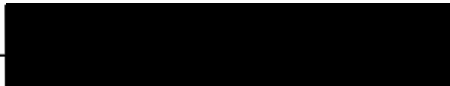
Signature: 

Date: 05-10-16

Print Name: Dan Merritt

Company: Self

Job Title: Investigator

Telephone: 

For the NTSB 

Signature: 

Date: MAY 10 2016

Print Name: ELIOTT SIMPSON

Title: Amazon Accident Investigation

Telephone: 