

EXHIBIT 4

**EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
BALTIMORE FIELD OFFICE
10 South Howard Street, 3RD Floor
Baltimore, MD**

Walter Flournoy,)	
on behalf of himself)	
and all other persons similarly situated,)	
)	
Class Agent,)	Agency No. NCN-92-GSFC-F064
)	
v.)	EEOC No. 120-A2-1267
)	
Sean O’Keefe, Administrator)	
National Aeronautics and)	
Space Administration,)	
)	
Agency.)	

**CONFIDENTIALITY AGREEMENT FOR CLASS STATISTICIAN AND ALL
OUTSIDE CONTRACTORS OR SUPPORT SERVICES RETAINED BY CLASS
COUNSEL IN CONNECTION WITH NASA GODDARD SETTLEMENT**

I am an individual or representative of a company retained by Kator, Parks & Weiser, P.L.L.C. (Class Counsel) for the purpose of providing assistance or administration services in connection with the implementation of the terms of the Settlement Agreement (“Settlement”) made between the parties to the above-referenced case. It is the position of NASA Goddard Space Flight Center (NASA Goddard) that all or some of the information or data that will be provided to me in the performance of duties associated with this case falls within the purview of the Privacy Act, 5 U.S.C.

552a. In order to provide services related to the above-referenced case, I agree to abide by the below provisions:

1. All written information, conduct, oral statements, e-mails or data provided to me by Class Counsel, counsel for NASA Goddard, Class members or any other individuals associated with the implementation of the Settlement shall be considered confidential. Said confidential information shall be used exclusively in connection with my performance of agreed upon tasks related to this case. Said confidential information shall not be disclosed to any person other than Class Counsel, counsel for NASA Goddard or individuals expressly authorized by counsel for either party who have signed this confidentiality agreement. No further disclosures may be made absent further order of the presiding EEOC Administrative Judge or a court of competent jurisdiction.

2. All documents or information generated by me in the process of performing services connected with this case shall be considered to be confidential and may not be released to any individual other than Class Counsel, counsel for NASA Goddard or individuals expressly authorized by counsel for either party who have signed this confidentiality agreement. All documents or information generated by me in the process of performing services connected with this case are to be disseminated and used only in connection with tasks related to the above-referenced case.

3. All documents, data or any other information generated by me in the process of providing services in connection with the above-referenced case shall be destroyed or returned to counsel for NASA Goddard within sixty (60) days of the expiration of the Settlement.

4. Nothing in this confidentiality agreement may be taken or construed as a

ruling or statement concerning the admissibility of any documents or information at any proceeding before the EEOC or any court of competent jurisdiction.

Date: _____

Signature

Typed or Printed Name

Business Telephone Number