



arisen from the facts or allegations therein or which pertain to the assignment of work during ICP Preparation.

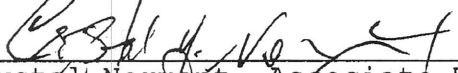
6. The Union agrees it will not file any further grievance, appeal, complaint, or lawsuit in any administrative or judicial forum regarding the above cited grievance or any allegations or facts related to the grievance. The Union further warrants and represents that no other action, administrative or judicial, with respect to the claims that are set forth in the instant grievance or any related grievance have been filed, or will be filed in or submitted to any administrative or judicial forum, by the Union or the employee.
7. The union and the employee both understand and agree this settlement agreement is confidential and nonpresidential and may not be offered or admitted into evidence or referenced in any manner, in any forum, including administrative or judicial. It may, however, be cited in an action between the parties regarding any disputes over the execution or breach of this agreement. It may also be disseminated to the Agency's Human Resource Department as well as National Finance Center for administrative processing of this agreement. Any violation of this confidentiality clause will be deemed a breach of this Agreement.
8. The parties acknowledge there is adequate consideration for each and every promise contained herein. This agreement embodies the parties' full understanding and acceptance of the terms of the settlement. No other representations have been made or agreements reached outside the terms of this negotiated agreement.
9. The parties have read the terms of this agreement and have had adequate opportunity to seek advice or counsel from a representative of their choice. The parties understand the terms and knowingly and voluntarily agree to accept its provisions.
10. This agreement does not constitute an admission of fault, error, or wrongdoing by any party.
11. If any provision of this agreement shall be held invalid or unenforceable, the remainder of the agreement shall not thereby be held invalid or unenforceable.
12. Should a dispute arise regarding the implementation, interpretation, or an alleged breach of this agreement, it is expressly understood and agreed the parties are restricted to seeking enforcement of the agreement and cannot rescind this agreement on account of that dispute.
13. Immediately upon execution of this agreement, the parties agree

to jointly inform the FMCS and the assigned arbitrator in writing that the subject case has been resolved and agree to bear jointly any applicable fees.

14. This agreement becomes effective on the date of the last signature.

  
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Jeffrey Roberts, President Local 922  
Union LMR Chairperson

Date: 7/28/11

  
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Crystal Norment, Associate Warden  
Agency LMR Chairperson

Date: 7-28-11