

[Form Approved: OMB No. 3209-0007]

OFFICE OF GOVERNMENT ETHICS

Model Qualified Diversified Trust Provisions

[For use in the case of an irrevocable pre-existing trust]

The model qualified diversified trust agreement contained in this memorandum is made available by the Office of Government Ethics to attorneys for their use in drafting proposed trust agreements to be submitted for certification pursuant to section 102(f)(4) and (7) of the Ethics in Government Act of 1978 (Pub. L. 95-521, as amended) and 5 C.F.R. Part 2634(D). (Note especially, 5 C.F.R. §2634.401((c)(2)). Under the statutory scheme, a trust agreement is not permitted to be recognized as creating an efficacious blind trust arrangement for any purpose under Federal law unless it had been certified by the Office prior to its execution. Proposed trust drafts submitted to the Office for consideration must adhere to the language of the model except to the extent, as agreed to by the Office of Government Ethics, that variations are required by the unusual circumstances of a particular case. The certificates of fiduciaries must be executed in the exact form indicated.

It is strongly recommended in any case in which the use of a blind trust is contemplated that the Office be consulted as early

as possible. Prospective trustees or their representatives should schedule an appointment with the staff of the Office of Government Ethics for an orientation to the specialized procedures and requirements which have been established by law with respect to blind trust administration prior to the certification of the trust. As a condition of approval by the Office, prospective trustees must exhibit a familiarity with and commitment to the specialized nature of blind trust administration.

For further information, contact the Office of Government Ethics directly: telephone 202-208-8000, fax 202-208-8037.

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TRUST AGREEMENT

THIS TRUST AGREEMENT is made and entered into this _____ day of _____, _____, between Alfred Alpha, whose mailing address is _____, hereinafter called the First Interested Party; Alice Alpha [**note: his mother**], whose mailing address is _____, hereinafter called the Additional Interested Party; such First and Additional Interested Parties hereinafter collectively called the Interested Parties; Betty Beta [**note: former wife of deceased father**], whose mailing address is _____, hereinafter called the Additional Beneficiary; George Gamma [**note: his uncle**], whose business address is _____, hereinafter called the Interested Trustee of the Underlying Trust; Delta National Bank, whose business address is _____, hereinafter called the Corporate Trustee of the Underlying Trust; and Epsilon National Bank, whose business address is _____, hereinafter called the Trustee under this Agreement; such Corporate Trustee of the Underlying Trust and Trustee under this Agreement hereinafter collectively called the Independent Fiduciaries.

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WITNESSETH

FIRST Interest Party has been appointed by the _____ to the position of _____ of the _____ [**department or agency**], with respect to which appointment the _____ has given its advice and consent. To avoid any conflict of interest, or appearance of any such conflict, which may arise from his duties and powers in such office and any other office to which he may subsequently be appointed to the extent provided for by section 102(f)(4) of the Ethics in Government Act of 1978 (Pub. L. 95-521, as amended) [hereinafter referred to as the "Act"], the Parties hereby agree pursuant to section 102(f)(7) of the Act that the Trust Under the Will of George Alpha for the primary benefit of the First Interested Party in which -- (i) the Additional Interested Party has a life estate, (ii) the Additional Beneficiary has a life estate, (iii) the Interested Trustee of the Underlying Trust is the individual trustee, and (iv) the Corporate Trustee of the Underlying Trust is the corporate trustee, hereinafter called the Underlying Trust shall be administered as described herein.

The Independent Fiduciaries are eligible entities as specified in paragraph (a)(2) of 5 C.F.R. §2634.406, which meet the requirements of paragraph (a)(3) of that section. The

1 existence of any other banking or client relationship between any
2 interested party and the Independent Fiduciaries is disclosed in
3 annexed Schedule A, and no other such relationship shall be
4 instituted without the prior written approval of the Director of
5 the Office of Government Ethics.

6
7 First Interested Party, therefore, hereby delivers to
8 the Trustee under this Agreement, and such Trustee hereby
9 acknowledges receipt of, the property listed in annexed Schedule
10 B, subject to the provisions of this Trust and the Act, and
11 regulations promulgated thereunder, and other applicable Federal
12 laws, Executive orders, and regulations.

13
14 Further, the Corporate Trustee of the Underlying Trust
15 hereby certifies that the list of the property held in the
16 Underlying Trust as of the date of this Agreement is accurately
17 reflected in the annexed Schedule C; and therefore, the
18 Independent Fiduciaries hereby agree that such property is to be
19 held and administered subject to the provisions of this
20 Agreement, the powers conferred on fiduciaries by the Underlying
21 Trust which are hereby adopted as powers of the Trustee under
22 this Agreement, the Act, and regulations promulgated thereunder,
23 and other applicable Federal laws, Executive orders, and
24 regulations.

1 The primary purpose of this Agreement is to confer on
2 the Independent Fiduciaries the sole responsibility to administer
3 the trust and to manage trust assets without the participation
4 by, or the knowledge of, any interested party. This includes the
5 duty to decide when and to what extent the original assets of the
6 trust are to be sold or disposed of and in what investments the
7 proceeds of sale are to be reinvested. Accordingly, the parties
8 agree as follows:

9
10 FIRST: (A) This Agreement shall terminate upon the first to
11 occur of the following -- (1) First Interested Party's ceasing
12 for any reason to serve as _____ and in any other
13 position to which he may have been subsequently appointed in the
14 Federal Government and First Interested Party thereafter giving
15 Trustee under this Agreement written notice directing that this
16 Agreement be terminated; or (2) Settlor's death or incompetence.
17 The period between the date of this agreement and the termination
18 of the agreement shall be called the "Agreement Term".

19
20 (B) Notwithstanding Paragraph (A) of this Article
21 FIRST, this Agreement may in addition be terminated through
22 revocation. However, such revocation or any amendment of the
23 terms of this Agreement shall require the prior written approval
24 of the Director of the Office of Government Ethics, upon a
25 showing of necessity and appropriateness.

1 SECOND: The Independent Fiduciaries in the exercise of their
2 authority and discretion to manage and control the assets under
3 this Agreement shall not consult or notify any interested party.

4

5 THIRD: (A) The assets initially placed in trust hereunder
6 shall consist of two widely-diversified portfolio of readily
7 marketable securities, as listed separately in annexed Schedules
8 B and C. None of the assets is prohibited as a holding by any
9 interested party by the Act and regulations promulgated
10 thereunder, and other applicable Federal laws, Executive orders,
11 and regulations, or consist of securities of entities having
12 substantial activities in the area of the First Interested
13 Party's primary responsibility within the Federal government.

14

15 (B) Each portfolio shall be deemed to be
16 widely-diversified if --

17

18 (1) the value of the securities concentrated in any
19 particular or limited industrial, economic or geographic sector
20 is no more than twenty percent, and

21

22 (2) the value of the securities of any issuer (other
23 than the United States Government) is no more than five percent,

24

1 of the total value of such assets listed in its Schedule. For
2 purposes of this paragraph (B), securities issued by the United
3 States Government are obligations of the United States.

4
5 (C) A security will be deemed readily marketable, for
6 purposes of this Article THIRD, if --

7
8 (1) daily price quotations for such security appear
9 regularly in newspapers of general circulation, and

10
11 (2) the Agreement holds the security in a quantity that
12 does not unduly impair liquidity.

13
14 (D) Each asset listed in annexed Schedules B and C is
15 free of any restriction with respect to its transfer or sale
16 except as fully described in such Schedules.

17
18 (E) During the Agreement Term, the interested parties
19 shall not pledge, mortgage, or otherwise encumber their interests
20 in the property held in trust hereunder.

21
22 FOURTH: The Independent Fiduciaries shall not acquire any
23 securities or other property in excess of the diversification
24 standards of Paragraph (B)(1) and (2) of Article THIRD of this
25 Agreement.

1 FIFTH: The Independent Fiduciaries shall not knowingly or
2 negligently disclose to the public or to any interested party any
3 information as to the acquisition, retention, or disposition of
4 any particular securities or other property held in trust
5 hereunder.

6

7 SIXTH: (A) The income tax return of the trust under this
8 Agreement shall be prepared by the Trustee under this Agreement
9 or his delegate.

10

11 (B) During the Agreement Term, the Trustee under this
12 Agreement shall be responsible for the preparation and filing of
13 such income (joint or separate) and other tax returns, with
14 respect to the property held hereunder and the income therefrom
15 and with respect to any other income of the First Interested
16 Party, as shall be required by the laws of the United States of
17 America and any State or other political subdivision thereof.
18 The First Interested Party shall furnish to the Trustee under
19 this Agreement such additional information as it shall, from time
20 to time, need for the completion of such returns. The First
21 Interested Party shall give to the Trustee under this Agreement
22 powers of attorney (I.R.S. Form 2848) and any other instruments
23 which it may need in order to prepare and file such returns and
24 to represent the First Interested Party in connection with any
25 audit of returns filed by it and to adjust, settle and pay any
26 taxes due in respect of such returns. The First Interested Party

1 shall deliver to the Trustee under this Agreement funds for the
2 payment of any income tax obligation estimated to have arisen
3 otherwise than with respect to the property held in trust. The
4 Trustee under this Agreement in its discretion shall be entitled
5 to reserve an appropriate amount of Agreement income for payment
6 of any additional income tax obligation.

7
8 (C) Any tax return filed pursuant to this Article
9 SIXTH and any information relating thereto shall not be disclosed
10 publicly or to any interested party.

11
12 SEVENTH: An interested party shall not receive any report on the
13 holdings and sources of income of the property held under this
14 Agreement; except that the Trustee under this Agreement shall --

15
16 (A) Make quarterly reports of the aggregate
17 market value of the assets representing such interested party's
18 interest under the Agreement, and

19
20 (B) Provide an annual report for purposes of
21 section 102(a)(1) of the Act of the aggregate amount actually
22 paid from property held under this Agreement to such interested
23 party (or applied for his benefit), categorized in accordance
24 with the provisions of such section. For purposes of this
25 Article SEVENTH, only amounts actually received in respect of
26 this Agreement by such interested party (or applied for his

1 benefit) shall be deemed income derived from property held under
2 this Agreement.

3
4 A copy of each written communication under this Article SEVENTH
5 shall be filed by the Trustee with the Director, Office of
6 Government Ethics, within five days of the date of the
7 communication.

8
9 EIGHTH: There shall be no direct or indirect communication
10 between an interested party and the Independent Fiduciaries with
11 respect to this Agreement or the Underlying Trust unless the
12 communication is with the Trustee under this Agreement, in
13 writing, and has the prior written approval of the Director of
14 the Office of Government Ethics, and unless it relates only --

15
16 (A) To a request for a distribution in cash or other
17 unspecified assets of the trust,

18
19 (B) To the general financial interest and needs of the
20 interested party (including, but not limited to, a preference for
21 maximizing current income or long-term appreciation), or

22
23 (C) To information, documents, and funds provided by,
24 or needed from, the First Interested Party, to effectuate the
25 provisions of Paragraph (B) of Article SIXTH of this Agreement,

1 with respect to any income tax obligation arising otherwise than
2 with respect to the property held in trust hereunder.

3

4 A copy of each written communication under this Article EIGHTH
5 shall be filed by the person initiating the communication with
6 the Director, Office of Government Ethics, within five days of
7 the date of the communication.

8

9 NINTH: The interested parties shall not take any action to
10 obtain, and shall take appropriate action to avoid receiving,
11 information with respect to the holdings of, and the sources of
12 income of, the trust under this Agreement and the Underlying
13 Trust, including obtaining a copy of any trust or individual tax
14 return filed by the Independent Fiduciaries or any information
15 relating thereto, except for the reports and information
16 specified in Article SEVENTH of this Agreement.

17

18 TENTH: The Independent Fiduciaries shall each file with the
19 Director, Office of Government Ethics, by the May 15th after any
20 calendar year during which the Agreement was in existence
21 properly executed Certificates of Compliance in the form
22 prescribed in Appendix B to 5 C.F.R. Part 2634. In addition, the
23 Independent Fiduciaries shall maintain and make available for
24 inspection by the Office of Government Ethics, as it may from
25 time to time direct, for the trust under this Agreement and the

1 Underlying Trust, the books of account and other records and tax
2 returns for each taxable year of the Agreement Term.

3

4 ELEVENTH: The Independent Fiduciaries shall not knowingly or
5 negligently --

6

7 (A) Disclose any information to any interested party
8 with respect to this Agreement and the Underlying Trust that may
9 not be disclosed pursuant to any provision or requirement of
10 Title I of the Act (and the regulations thereunder) or this
11 Agreement,

12

13 (B) Acquire any holding the ownership of which is
14 prohibited by, or not in accordance with the terms of, this
15 Agreement,

16

17 (C) Solicit advice from any interested party with
18 respect to this Agreement or the Underlying Trust, which
19 solicitation is prohibited by any provision or requirement of
20 Title I of the Act (and the regulations thereunder) or this
21 Agreement, or

22

23 (D) Fail to file any document required by Title I of
24 the Act (and the regulations thereunder).

25

1 TWELFTH: The Interested Parties shall not knowingly or
2 negligently --

3

4 (A) Solicit or receive any information with respect to
5 this Agreement or the Underlying Trust that may not be disclosed
6 pursuant to any provision or requirement of Title I of the Act
7 (and the regulations thereunder) or this Agreement, or

8

9 (B) Fail to file any document required by Title I of
10 the Act (and the regulations thereunder).

11

12 THIRTEENTH [**Optional provision**]: Subject to such amounts as the
13 Trustee under this Agreement may from time to time reserve for
14 the payment of such income taxes as may be due and payable under
15 this Agreement, and for payment of expenses and compensation as
16 provided for in this Agreement, during the Agreement Term the
17 Trustee under this Agreement shall pay to the Settlor
18 \$_____ at the beginning of each month.

19

20 FOURTEENTH: In addition to the rights, duties, and powers
21 conferred upon the Trustee under this Agreement by law, the
22 Independent Fiduciaries under this Agreement shall have the
23 following powers, rights, and discretion with respect to any
24 property held by them under this Agreement:

25

1 (A) To sell, exchange, or otherwise dispose of the
2 property in such manner and upon such terms as such Independent
3 Fiduciaries in their sole discretion shall deem appropriate;
4

5 (B) Except as limited by specific enumeration in this
6 Agreement, to invest and reinvest the principal and any
7 undistributed income, in property of any kind;
8

9 (C) Except as limited by specific enumeration in this
10 Agreement, to participate in any reorganization, consolidation,
11 merger, or dissolution of any corporation having stocks, bonds or
12 other securities which may be held at any time, to receive and
13 hold any property which may be allocated or distributed to them
14 by reason of participation in any such reorganization,
15 consolidation, merger, or dissolution;
16

17 (D) To exercise all conversion, subscription, voting,
18 and other rights of whatsoever nature pertaining to any such
19 property and to grant proxies, discretionary, or otherwise, with
20 respect thereto;
21

22 (E) To elect, appoint, and remove directors of any
23 corporation, the stock of which shall constitute property held
24 under this Agreement, and to act through its nominee as a
25 director or officer of any such corporation;
26

1 (F) Except as limited by specific enumeration in this
2 Agreement, to manage, control, operate, convert, reconvert,
3 invest, reinvest, sell, exchange, lease, mortgage, grant a
4 security interest in, pledge, pool, or otherwise encumber and
5 deal with the property held under Agreement, for purposes of and
6 in behalf of this Agreement to the same extent and with the same
7 powers that any individual would have with respect to his own
8 property and funds;

9
10 (G) Except as limited by specific enumeration in this
11 Agreement, to borrow money from any person or corporation
12 (including the such Independent Fiduciaries hereunder) and for
13 the purpose of securing the payment thereof, to pledge, mortgage,
14 or otherwise encumber any and all such property for purposes of
15 this Agreement upon such terms, covenants, and conditions as it
16 may deem proper and also to extend the time of payment of any
17 loans or encumbrances which at any time may be encumbrances on
18 any such property irrespective of by whom the same were made or
19 where the obligations may or should ultimately be borne on such
20 terms, covenants, and conditions as they may deem proper;

21
22 (H) To register any property belonging to the trust
23 under this Agreement in the name of its nominee, or to hold the
24 same unregistered, or in such form that title shall pass by
25 delivery;

1 (I) To abandon, settle, compromise, extend, renew,
2 modify, adjust, or submit to arbitration in whole or in part and
3 without the order or decree of any court any and all claims
4 whether such claims shall increase or decrease the assets held
5 under this Agreement;

6
7 (J) To determine whether or to what extent receipts
8 should be deemed income or principal, whether or to what extent
9 expenditures should be charged against principal or income, and
10 what other adjustments should be made between principal and
11 income, provided that such adjustments shall not conflict with
12 well-settled rules for the determination of principal and income
13 adjustments, or the Uniform Principal and Income Act, if in
14 effect in the State of _____;

15
16 (K) To determine whether or not to amortize bonds
17 purchased at a premium;

18
19 (L) Except to the extent otherwise expressly provided
20 in this Agreement, to make distributions in kind or in cash or
21 partly in each and for such purposes to fix, insofar as legally
22 permissible, the value of any property;

23
24 (M) To pay such persons employed by the such
25 Independent Fiduciaries to assist them in the administration of
26 this Agreement, including investment counsel, accountants, and

1 those engaged for assistance in preparation of tax returns, such
2 sums as the Independent Fiduciaries deem to be reasonable
3 compensation for the services rendered by such persons. Such
4 persons may rely upon and execute the written instructions of the
5 such Independent Fiduciaries, and shall not be obliged to inquire
6 into the propriety thereof;

7
8 (N) No person may be employed or consulted by such
9 Independent Fiduciaries to assist them in any capacity in the
10 administration of the Agreement or the management and control of
11 assets held under this Agreement, including investment counsel,
12 investment advisers, accountants, and those engaged for
13 assistance in preparation of tax returns, unless the following
14 four conditions are met --

15
16 (1) when an interested party learns about such
17 employment or consultation, the person must sign the Agreement
18 instrument as a party, subject to the prior approval of the
19 Director of the Office of Government Ethics,

20
21 (2) under all the facts and circumstances, the person
22 is determined pursuant to the requirements for eligible entities
23 under 5 C.F.R. §2634.406(a)(3) to be independent of any
24 interested party with respect to this trust arrangement,

1 (3) the person is instructed by such Independent
2 Fiduciaries to make no disclosure publicly or to any interested
3 party which might specifically identify current assets held under
4 this Agreement or those assets which have been sold or disposed
5 of from holdings under this Agreement, and

6
7 (4) the person is instructed by the Independent
8 Fiduciaries to have no direct communication with any interested
9 party, and that any indirect communication with an interested
10 party shall be made only through the Trustee under this Agreement
11 pursuant to Article EIGHTH of this Agreement;

12
13 (0) Except as specifically limited in this Agreement,
14 to do all such acts, take all such proceedings, and exercise all
15 such rights and privileges, although not otherwise specifically
16 mentioned in this Article FOURTEENTH, with relation to any such
17 property, as if such Independent Fiduciaries were the absolute
18 owners thereof, and in connection therewith to make, execute, and
19 deliver any instruments and to enter into any covenants or
20 agreements binding the property held under this Agreement.

21
22 FIFTEENTH: Notwithstanding the provisions of Article
23 FOURTEENTH of this Agreement, the Independent Fiduciaries shall
24 not acquire by purchase, grant, gift, exercise of option, or
25 otherwise, without the prior written approval of the Director of
26 the Office of Government Ethics, any securities, cash, or other

1 property in addition to that listed in the annexed Schedules B
2 and C, from any interested party.

3

4 SIXTEENTH: The Independent Fiduciaries shall not at any time
5 be held liable for any action taken or not taken or for any loss
6 or depreciation of the value of any property held under this
7 Agreement whether due to an error of judgment or otherwise where
8 the Independent Fiduciaries have exercised good faith and
9 ordinary diligence in the exercise of its duties such as would
10 have been exercised by a prudent man.

11

12 SEVENTEENTH: No Independent Fiduciary hereunder shall be
13 required, in any jurisdiction, to furnish any bond or other
14 security, or to obtain the approval of any court before applying,
15 distributing, selling, or otherwise dealing with property.

16

17 EIGHTEENTH: Except as provided in Article SEVENTH of this
18 Agreement, the Independent Fiduciaries shall make no accounting
19 to the Interested Parties until the date of termination of this
20 Agreement, and, at such time, the Independent Fiduciaries shall
21 be required to make full and proper accounting, and the Trustee
22 under this Agreement shall turn over to the First Interested
23 Party all assets of the Agreement then held by it the said
24 Trustee under this Agreement.

25

1 NINETEENTH: The Independent Fiduciaries shall be compensated
2 in accordance with the table in the annexed Schedule D, or as
3 provided for by the laws of the State of _____.

4
5 TWENTIETH: The Trustee under this Agreement (and any
6 substitute or successor) shall have the right, by a duly
7 acknowledged instrument delivered to the First Interested Party
8 to resign as such Trustee in which event the First Interested
9 Party shall designate and appoint a substitute or successor
10 Trustee under this Agreement (subject to the prior written
11 approval of the Director of the Office of Government Ethics) in
12 its place and stead, which shall have all of the rights, powers,
13 discretions, and duties conferred or imposed hereunder upon the
14 original Trustee under this Agreement.

15
16 TWENTY-FIRST: Any amendment of the terms of this Agreement,
17 including the appointment of a substitute or successor Trustee
18 under this Agreement, shall require the prior written approval of
19 the Director of the Office of Government Ethics, upon a showing
20 of necessity and appropriateness. Any such substitute or
21 successor Trustee under this Agreement shall have all of the
22 rights, powers, discretions, and duties conferred or imposed
23 hereunder upon the original Trustee under this Agreement.

24
25 The term "interested party" as used in this Agreement
26 means the First Interested Party, his spouse, any minor or

1 dependent child, the Additional Interested Party, the Interested
2 Trustee of the Underlying Trust, and their representatives. The
3 term does not include the Additional Beneficiary. However, such
4 Additional Beneficiary agrees not to disclose any information
5 concerning the Underlying Trust or its property to any interested
6 parties, as if such Additional Beneficiary were an Independent
7 Fiduciary under this Agreement.

8

1 The validity, construction, and administration of this
2 Agreement shall be governed by the Act (and regulations
3 thereunder) and the laws of the State of _____.

4
5 Dated this _____ day of _____, _____.

6
7 NOTARIZATION First Interested Party
8 REQUIRED

9
10 Dated this _____ day of _____, _____.

11
12 NOTARIZATION Additional Interested
13 Party

14 REQUIRED

15
16 Dated this _____ day of _____, _____.

17
18 NOTARIZATION Interested Trustee of the
19 Underlying Trust

20 REQUIRED

1 The above Agreement is accepted this _____ day of
2 _____, _____.

3

4 NOTARIZATION Corporate Trustee of the
5 REQUIRED Underlying Trust

6 By:
7 (title)

8 The above Agreement is accepted this _____ day of
9 _____, _____.

10

11 NOTARIZATION Trustee under this
12 REQUIRED Agreement

13 By:
14 (title)

15

16

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Privacy Act Statement

Section 102(f) of the Ethics in Government Act of 1978 as amended (the "Ethics Act"), 5 U.S.C. Appendix, § 102(f), and subpart D of 5 CFR part 2634 of the regulations of the Office of Government Ethics (OGE) require the reporting of this information for the administration of qualified trusts under the Ethics Act. The primary use of the information on the trust instrument prepared based in part upon this model draft document is for review by Government officials of OGE and the agency of the Government employee for whom the trust is being established to determine compliance with applicable Federal laws and regulations as regards qualified trusts. Additional disclosures of the information in the trust document itself may be made: (1) to any requesting person in accordance with the access provisions of section 105 of the Ethics Act (underlying trust information is not generally available under this routine use, except for the list of assets initially placed in trust and statutorily mandated notifications by the trustee of divestitures of initially transferred assets to below \$1,000 in value in the case of a qualified blind trust); (2) to a Federal, State or local law enforcement agency if the disclosing agency becomes aware of a violation or potential violation of law or regulation; (3) to a court or party in a court or Federal administrative proceeding if the Government is a party or in order to comply with a judge-issued subpoena; (4) to a source when necessary to obtain information relevant to a conflict of interest issue; (5) to the National Archives and Records Administration or the General Services Administration in records management inspections; (6) to the Office of Management and Budget during legislative coordination on private relief legislation; and (7) in response to a discovery request or for the appearance of a witness in a pending judicial or administrative proceeding, if the information is relevant to the subject matter. Knowing or willful falsification of information on the trust document prepared from this model draft or failure to file or report information required to be reported under title I of the Ethics Act and 5 CFR part 2634 of the OGE regulations may lead to disqualification as a trustee or other fiduciary as well as possible disqualification of the underlying trust itself. Knowing and willful falsification of information required under the Ethics Act and the regulations may also subject you to criminal prosecution.

Public Burden Information and Paperwork Reduction Act Statement

This collection of information is estimated to take an average of one hundred hours per response, given the estimated amount of time deemed necessary to structure an actual trust arrangement based in part on this model draft. You can send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for

reducing this burden, to: Deputy Director for Office of Administration and Information Management, U.S. Office of Government Ethics, Suite 500, 1201 New York Avenue, NW., Washington, DC 20005-3917. Do not send your completed trust document to this address; rather, see the remainder of the instructions to this model draft.

Pursuant to the Paperwork Reduction Act, as amended, an agency may not conduct or sponsor, and no person is required to respond to, a collection of information unless it displays a currently valid OMB control number (that number, 3209-0007, is displayed here and in the upper left-hand corner of the first page of this OGE model qualified trust draft document).