

## **Conflict of Interest and Nondisclosure Acknowledgement**

In anticipation of my participating in providing advisory and support services for the Department of Energy under Contract Number [INSERT LABORATORY CONTRACT NUMBER],

I, \_\_\_\_\_ (Print Name), acknowledge the following:

- (a) I understand that during the course of performing merit and/or peer review services under this contract, I may obtain access to confidential or proprietary business, technical, or financial information belonging to the Government or other entities, including but not limited to Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), data which has not been released or otherwise made available to the public, information relating to the submissions of applications and other information in connection with any Funding Opportunity Announcement (FOA);
- (b) I have read, and am familiar with, the applicable restrictions regarding organizational and personal conflicts of interest set forth at FAR Subpart 9.5, DEAR 952.209-72, DEAR 970.0371-6 and (name of Laboratory Contractor) policies and procedures;
- (c) To the best of my knowledge and belief, no conflict of interest exists that may either:
  - (1) Result in my participation on a particular matter involving a FOA that will have a direct and predictable effect upon my financial interest;
  - (2) Diminish my capacity to impartially assist in the review of applications in response to FOAs; or
  - (3) Result in a biased opinion or unfair advantage.
- (d) In making the above statement, I have considered all the following factors that might place me in a position of conflict, real or apparent, regarding FOA information:
  - (1) All my stocks, bonds, other outstanding financial interests or commitments;
  - (2) All my employment arrangements (past, present, and under consideration); and
  - (3) All financial interests and employment arrangements of my spouse, minor children, and other members of my immediate household as well as my general partners, or any organization in which I serve as an officer, director, or trustee, or with whom I am negotiating for employment.
- (e) I have a continuing obligation to disclose any circumstance that may create an actual or apparent conflict of interest. If I learn of any such conflict, I will report it immediately to my supervisor, the Laboratory legal counsel and as otherwise

required by Laboratory policy. The Laboratory Contractor, will, in turn, appropriately advise the Contracting Officer and/or his or her designated representative, and I will perform no more duties related to the FOAs until I receive instructions on the matter.

- (f) I agree to treat this information as proprietary and confidential and comply with agency procedures for the protection of such information (including electronic information) and use my best efforts to safeguard such information. I will not disclose the contents of, nor release, any such information to anyone either during or after the period of performance of Contract Number [INSERT CONTRACT NUMBER] other than:
  - (1) To individuals within my organization that are directly concerned with the performance of this contract and who have executed this Conflict of Interest and Nondisclosure Acknowledgement;
  - (2) To other individuals designated by the DOE Contracting Officer; or
  - (3) Pursuant to an order from a court of competent jurisdiction.
  
- (g) Whenever DOE furnishes any FOA information to me, I, the recipient, agree to use such information only for the purposes stated in a task or subtask assignment and to treat the information obtained in confidence. Further, I will not use such information for my own private gain or the private gain of others. This requirement for confidential treatment applies to information obtained from any source, including the submitter, without restriction. Any notice of restriction placed on such information by either DOE or the submitter of the information shall be conspicuously affixed to any reproduction or abstract thereof and its provisions strictly complied with. Upon completion of my duties, I will return all copies to the DOE office that initially furnished such information.

**Signature/Date:** \_\_\_\_\_  
**Name/Title:** \_\_\_\_\_  
**Organization:** \_\_\_\_\_  
**Phone number:** \_\_\_\_\_  
**Email address:** \_\_\_\_\_

Return to Contracting Officer/Selection Official