

INDIVIDUAL CONFLICTS OF INTEREST

Subcontractor employee shall not:

(a) Under circumstances that might reasonably be interpreted as an attempt to influence him in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom Energy Systems is doing business, or proposing to do business, in accomplishing the work under its prime contract (See 41 U.S.C. 51-54);

(b) Use for personal gain or make other improper use of privileged information which is acquired in connection with the subcontract work (in this connection the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific developments, medical, personnel or security records of individuals, anticipated materials requirements or pricing actions, possible new sites for DOE program operations, and knowledge of selections of contractors or subcontractors in advance of official announcement; or

(c) Make or influence any decisions on behalf of the Company which directly or indirectly affect the interest of the Government if his personal concern in the matter may be incompatible with the interest of the Government. for example, subcontractor employee will not (i) negotiate, or influence the letting of, a subcontract with a company in which he has an employment relationship or significant financial interest; or (ii) prepare an evaluation for Energy Systems of some technical aspect of the work of another organization with which he has an employment relationship or significant financial interest. The subcontractor employee shall disclose any incompatibilities between duties performed for Energy Systems and his private interests and shall refer doubtful questions to Energy Systems.