

Contact Person	Debra L. Covey	Revision	4
Document	Policy 10100.002	Effective Date	02/15/2012
		Review Date	12/01/2015

Consulting and Conflict of Interest Policy

The Laboratory's consulting and conflict of interest policy marries the policies of its contractor, Iowa State University with additional contractual requirements under the University's contract (DE-AC02-07CH11358) with the Department of Energy for the management and operation of the Ames Laboratory. **In any case where provisions of the Department of Energy Acquisitions Regulation (DEAR) are more stringent in language than similar ISU Policies, the DEAR shall take precedence.**

Comments and questions regarding this policy should be directed to the contact person listed below:

Name: Debra L. Covey
Associate Laboratory Director
Sponsored Programs Administration (Conflict of Interest Manager)
Address: 311 TASF
Phone: 515.294.1048

1.0 APPROVAL RECORD

- Reviewed by: Diane Muncrief, Human Resources Manager
- Reviewed by: Tom E. Wessels, ESH&A Manager
- Approved by: Debra Covey, Associate Laboratory Directory/Conflict of Interest
- Approved by: Mark Murphy, COO
- Approved by: Duane Johnson, CRO
- Approved by: Alex King, Laboratory Director
- Approved by: Paul Tanaka, General Counsel
- Approved by: Cynthia Baebler, Ames Site Office Manager, DOE-CH

The official approval record for this document is maintained in the Training & Records Management Office, 151 TASF.

2.0 REVISION/REVIEW INFORMATION

This document will be reviewed once every four (4) years as a maximum. The revision description for this document is available from and maintained by the author.

3.0 PURPOSE AND SCOPE

The primary objective of this Policy is to inform all Laboratory employees of their obligations to both the Department of Energy and their employer, Iowa State University (ISU) in regards to consulting and conflict of interest. Inherent within this Policy is Iowa State University's Conflict of Interest and Commitment Policy (<http://policy.iastate.edu/policy/conflict/>), ISU's Gratuity and Gifts Policies (<http://policy.iastate.edu/policy/gifts/> and <http://policy.iastate.edu/policy/gratuities/>), ISU's Consenting Relationships Policy (<http://policy.iastate.edu/policy/relationships/>) and DOE contractual requirements (Contract No. DE-AC02-07CH11358):

- *Clause I.92 DEAR 970.5203-3 Contractor's Organization (DEC 2000)*
 - *Clause I.92(d) Standards and Procedures; and*
- *Clause I.108 DEAR 970.5227-3 Technology Transfer Mission (AUG 2002) (Deviation) (JUL 2006)*
 - *Clause I.108(d) Conflict of Interest – Technology Transfer;*
 - *Clause I.108(m) Oversight and Appraisal*

Contact Person	Debra L. Covey	Revision	4
Document	Policy 10100.002	Effective Date	02/15/2012
		Review Date	12/01/2015

- *Clause I.108(n)(1) Review and Approval of CRADAs*
- *Clause I.108(n)(2) Selection of Participants and*
- *Clause I108(n)(5) Conflicts of Interest*

The secondary objective is to incorporate the Contractor's obligations in regards to Organizational Conflicts of Interest to ensure that the Contractor is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract:

- *Clause I.79 DEAR 952.209-72 Organizational Conflicts of Interest (AUG 2009) (ALTERNATE I)*

3.1 Definitions

For the purpose of this Policy:

3.1.1 "*Professional and Scientific (P&S)*" is defined as non-academic professional and scientific positions within the university. They are not covered by a bargaining agreement and are typically considered exempt (not subject to overtime) employees under the FLSA guidelines.

3.1.2 "*Faculty*" is defined as both A and B based academic employees (professors or administrators) within the university. They are not covered under a bargaining agreement and may be tenured/tenure track or non-tenure track employees and are considered exempt under FLSA guidelines.

3.1.3 "*Merit*" is defined as an individual that is employed in a classification within the Regents "Merit System".

3.1.4 "*Laboratory employee*" or "employee" will be defined as all full-time and part-time faculty, professional and scientific staff, merit staff, contract employees, graduate assistants, and post-doctoral scholars who are supported in full or partially by Ames Laboratory funds . For the purposes of this policy those persons designated as emeritus faculty who receive funding support through the Ames Laboratory and those persons with uncompensated faculty rank, such as affiliates, collaborators, and visiting faculty are considered university employees; casual hourly employees are not considered university employees.

3.1.5 "*ISU employee*" will be defined as that time or percentage of time when a Laboratory employee is supported by funding through Iowa State University and NOT the Ames Laboratory.

4.0 ROLES AND RESPONSIBILITIES

4.1 Ames Contracting Officer (AMSO)

The AMSO shall review and approve the Laboratory's Consulting and Conflict of Interest (COI) Policy.

4.2 Laboratory Contractor

The Contractor's Office of the Vice President for Research and Economic Development administers the University Conflicts of Interest and Commitment Policy

Contact Person	Debra L. Covey	Revision	4
Document	Policy 10100.002	Effective Date	02/15/2012
		Review Date	12/01/2015

and the ISU Conflict of Interest Officer or designee chairs Conflict of Interest Management Plan meetings with employees.

4.2.1. *Conflict of Interest*

- The Contractor will require Laboratory employees to agree, as a condition of her/his participation in Contract work, that she/he will adhere to the University's Conflicts of Interest and Commitment Policy and the Laboratory's Consulting and Conflict of Interest Policy.
- The Contractor will require employees to annually review the COIC Policy and complete the Conflicts of Interest Disclosure (COID) via the Contractor's AccessPlus web-based system.
- Management Plans are required for external activities, significant financial interests and/or management roles with the potential to impair an employee's ability to perform his/her university or Laboratory duties responsibly and with integrity. The form and content of management plans may vary depending upon the nature of the financial interest or management role and the presumed risks.
- The Contractor will adhere to the requirements of the Organizational Conflict of Interest Clause in the M&O Contract.

4.2.2. *Consulting*

- The Contractor will require all Laboratory employees to agree, as a condition of her/his participation in Contract work, that she/he will adhere to the University's Conflicts of Interest and Commitment Policy and the Laboratory's Consulting Policy. Unless the Laboratory employee has additional support from ISU funding, the Laboratory employee, with the consent of their Program Manager, Program Director or the Laboratory Director, may provide consulting activities only on nights, vacation, holidays and weekends and NOT during normal working hours. Employees who are split on both ISU and Laboratory funds, should prorate amount of consulting time available to them as an ISU employee.
- The Contractor's annual COID will include disclosure of any Consulting activities performed by an employee.

4.2.3. *Review*

The Contractor reviews the completed COID, and arranges and conducts any required COI Management Plans and the COI Management Committee reviews with inclusion of the Laboratory Director and/or the Laboratory COI Manager.

4.3 **General Counsel**

- The Laboratory's General Counsel shall review and approve the Laboratory's Consulting and Conflict of Interest (COI) Policy.
- If asked, by the Laboratory Director, will work with the Director to resolve COI issues that arise.

Contact Person	Debra L. Covey	Revision	4
Document	Policy 10100.002	Effective Date	02/15/2012
		Review Date	12/01/2015

4.4 Laboratory Director

- Participates in COI meetings involving Laboratory employees, as necessary.
- Annually reviews and approves the COIDs as submitted through ISU's AccessPlus system.
- Makes the determination to involve General Counsel in COI issues, as necessary.

4.5 Associate Laboratory Director (Conflict of Interest Manager)

- Reviews all preproposal forms (PPF) for potential conflict of interest.
- Prepares the CRADA Conflict of Interest Forms to be signed by the negotiator of the CRADA and by the PI(s) to certify no conflict of interest in the proposed research.
- Notifies DOE via the CRADA's Joint Work Statement (JWS) and Conflict of Interest forms if conflict of interest issues are associated with a CRADA.
- Arranges COI meetings between Contractor, Laboratory management and the employee to review the COI Policy and if necessary, to set up an oversight committee to manage the COI.
- Represents the Laboratory at all COI meetings involving Laboratory Employees or Faculty with Ames Laboratory funded activities.
- Notifies the Laboratory Director of COI issues that might need a higher level of scrutiny.

4.6 Human Resources Manager

Responsible for informing employees that they are expected to disclose any incompatibilities between duties performed for the contractor and their private interests and to refer undecided questions to the contractor (DEAR 970.0371-6).

4.6.1. Employee disclosure concerning other employment services.

- Annually sends employees a copy of 48CFR 970.03 Improper Business Practices and Personal Conflicts of Interest for review along with the request to complete the COID online. As a minimum, the employee's COID shall:
 - Include information concerning any rate of remuneration significantly in excess of the employee's regular rate of remuneration¹;
 - Identify any actual or potential conflicts with DOE's policies regarding conduct of employees of DOE's contractors set forth in 48CFR 970.03;
 - Address any potential impacts that such employment may have on the contractor's responsibility to report fully and promptly to DOE all significant research and development information; and
 - Identify any potential conflicts such employment may have with the patent

¹ Per email from AMSO dated 07/23/07, "significantly in excess" means more than 1 ½ times employee's annual salary.

Contact Person	Debra L. Covey	Revision	4
Document	Policy 10100.002	Effective Date	02/15/2012
		Review Date	12/01/2015

provisions of the contractor's contract with DOE.

- The Contractor shall provide a copy of the COID file to the contracting officer upon request.

4.6.2. The Requirements of the Contractor's Contract with DOE Relating to Patents (DEAR 970.0371-8 (a)(1)(iii)).

4.6.3 At the time of new employee check-in, have the employee read and execute the Ames Laboratory Employee Intellectual Property Agreement.

4.7 Program Manager or Program Director

Responsible for reviewing and approving their employees' proposed consulting activities.

4.8 Employee's Supervisor

Responsible for:

- Assuring that employees are reminded of the need to submit electronic COID forms
- Reviewing the disclosures, asking employees to correct disclosures that may contain errors or are unclear, and adding comments for other reviewers.
- Developing management plans for employees, whether formal(written) or informal (oral) and retaining copies of any written management plan for as long as the conflict exists.

4.9 Laboratory Employee.

4.9.1. Conflict of Interest

- Employees must read and execute the Ames Laboratory Employee Intellectual Property Agreement upon initial employment with Ames Laboratory.
- Employees must abide by the University's Conflict of Interest and Commitment Policy and the Laboratory's Consulting and Conflict of Interest Policies.

4.9.1.1. Proposal Submissions.

Employees submitting proposals for funding through Ames Laboratory will indicate, by signing their name, on the Preliminary Proposal Form (PPF), that:

- no conflict of interest with the proposed funding institution(s) or organization(s) exist; or
- a potential conflict of interest exists and provides a written summary of the potential conflict for review.

4.9.1.2. Reviews CRADA JWS for accuracy and completes and signs the CRADA conflict of interest form.

4.9.1.3. Employee Involvement in Technology Transfer Matters

Employees who are inventors or authors of Laboratory intellectual property may not be involved in preparation, negotiation, and approval of a commercial license, CRADA or WFO agreement for such Laboratory-owned intellectual property. However, such employees may, as requested by the Lab, provide

Contact Person	Debra L. Covey	Revision	4
Document	Policy 10100.002	Effective Date	02/15/2012
		Review Date	12/01/2015

technical advice and insight to ISURF or Lab negotiator as it relates to the commercial partners use and application of the technology.

- 4.9.1.4. **Gratuities and Gifts.** (ISU Policies <http://policy.iastate.edu/policy/gifts/>) Employees and their immediate family members shall not, directly or indirectly, solicit, accept, or receive from any one "donor," a gift as defined in <http://policy.iastate.edu/policy/gifts/>. Employees and immediate family members of each shall not, directly or indirectly, offer or make a gift as defined at <http://policy.iastate.edu/policy/gifts/> to an official, employee, local official, local employee, member of the General Assembly, candidate, or legislative employee in any one calendar day.
- 4.9.1.5. **Use of privileged information** (DEAR 970.0371-5). Employees shall not use privileged information for personal gain, or make other improper use of privileged information which is acquired in connection with their employment on contract work. See the respective section for further information at <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=7b47f3529fc54bf38442187d2fdb5d9&rqn=div5&view=text&node=48:5.0.3.26.40&idno=48>
- 4.9.1.6. **Incompatibility between regular duties and private interests** (DEAR 970.0371-6). Employees shall not be permitted to make or influence any decisions on behalf of the contractor which directly or indirectly affect the interest of the Government, if the employee's personal concern in the matter may be incompatible with the interest of the Government. See the respective section for further information at <http://www.management.energy.gov/DEAR970.pdf>
- 4.9.1.7. **Outside employment of contractor employees** (DEAR 970.0371-7). Employees are entitled to the same rights and privileges with respect to outside employment as other citizens. Therefore, there is no general prohibition against contractor employees having outside employment. See the respective section for further information at <http://www.management.energy.gov/DEAR970.pdf>
- 4.9.2. **Consulting**
- Employees must abide by the Laboratory's Conflict of Interest and Consulting Policy.
 - Each Laboratory Employee must complete a COID for review annually regardless of whether or not the individual has participated in any non-university activities involving consulting or a potential conflict of interest.

5.0 PREREQUISITE ACTIONS AND REQUIREMENTS

Employees of Iowa State University are required to comply with Iowa State University's Conflict of Interest and Commitment Policy (<http://policy.iastate.edu/policy/conflict/>). ISU policy requires that employees may undertake consulting work only after the proposed work has been mutually agreed to by both the employee and his/her department head or chair; in the case of Ames Laboratory his/her Program Director, Program Manager or the Laboratory Director. Also, it is the responsibility of the employee, who has entered into potentially conflicting relationships, to disclose to his or her Program Director, Program Manager or immediate supervisor the nature and degree of such relationships.

Contact Person	Debra L. Covey	Revision	4
Document	Policy 10100.002	Effective Date	02/15/2012
		Review Date	12/01/2015

As the Laboratory is a DOE national laboratory, additional requirements are mandated for all Laboratory employees. These additional requirements and responsibilities are detailed in this Policy.

If a conflict of requirements exists between Iowa State University's Conflict of Interest and Commitment Policy and the Ames Laboratory's Conflict of Interest and Consulting Policy, the most stringent interpretation of the two documents will take precedence unless addressed within this Policy document.

6.0 PROGRAM/POLICY/PROCEDURE INFORMATION

6.1. The Contractor shall adhere to the terms and conditions outlined in M&O Contract DE-AC02-07CH11358 regarding conflict of interest, specifically,

- Clause I.79 DEAR 952.209-72 Organizational Conflicts of Interest (AUG 2009) (ALTERNATE I)

6.2 The Laboratory shall adhere to the terms and conditions outlined in M&O Contract DE-AC02-07CH11358 regarding conflict of interest, specifically,

- Clause I.92 DEAR 970.5203-3 Contractor's Organization (DEC 2000)
 - Clause I.92(d) Standards and Procedures; and
- Clause I.108 DEAR 970.5227-3 Technology Transfer Mission (AUG 2002) (Deviation) (JUL 2006)
 - Clause I.108(d) Conflict of Interest – Technology Transfer; and
 - Clause I108(n)(5) Conflicts of Interest

Failure to comply with this policy may result in sanctions or disciplinary actions in accordance with the Iowa State University misconduct policies and procedures.

7.0 ADDITIONAL INFORMATION

Attachment 1. Contractor's COID and associated instructions for completing.

Attachment 2. CRADA Conflict of Interest Form (Form 10100.010)

Attachment 3. Employee Intellectual Property Agreement (Form 10100.009)

Attachment 4. Pertinent sections of the DEAR Clauses referred to in this Plan.

Contact Person	Debra L. Covey	Revision	4
Document	Policy 10100.002	Effective Date	02/15/2012
		Review Date	12/01/2015

IOWA STATE UNIVERSITY

Conflicts of Interest and Commitment Disclosure

Iowa State University encourages active participation of university personnel in external activities that promote the university's mission, enhance professional skills, expand knowledge, and/or contribute to public service. At the same time, the university expects all employees to have an allegiance to the university and to conscientiously guard against possible adverse effects of their activities on the performance of their university duties and the reputation of the university. Possible adverse effects of these activities include, but are not limited to:

- Failure to make decisions objectively and in the best interests of the university
- Inappropriate use of university or state resources
- Insufficient time and attention dedicated to university duties

ISU's Conflicts of Interest and Commitment Policy (COIC) applies to all employees and **disclosures are required, whether you have a conflict or not,**

- at the beginning of your employment,
- at least once every twelve months, generally in the month of January,
- and **prior to** a change in your situation.

To create or update a disclosure, click on the "Create/Update" link on the upper left-hand side of the page. You can use this system to update your disclosure at any time.

Resource Links:

[About Conflicts of Interest](#) (overview from the Executive Vice President and Provost Office)
[Conflicts of Interest and Commitment Policy](#) (from the Policy Library)
[COIC Procedures, Applications and Guidance](#) (an essential guide to recognizing and managing conflicts of interest and commitment)
[COIC FAQ](#) (helpful answers to Frequently Asked Questions)
[Ames Laboratory Conflict of Interest Policy](#)

Contact for further information or assistance: coi@iastate.edu

"Confidentiality Statement: Access to the information you provide on this form is restricted to authorized personnel involved in the conflict of interest management process. These include your supervisor; your dean, associate dean or vice-president; the Director of Purchasing; the Office of the Vice President for Research and Economic Development; and the Office of the Executive Vice President and Provost.

IOWA STATE UNIVERSITY

Answer questions, then submit for review

COIC DISCLOSURE SHORT FORM

This form is for persons who do not conduct research/creative or other scholarly activities as a part of their university position responsibilities. If you reached this form in error, simply exit the form without submitting it and start again by clicking on "Create/Update" in the upper left-hand side of the page.

Please answer the questions for your situation currently and projected into the next 12 months, irrespective of whether you have disclosed your situation previously or whether a COIC Management Plan is currently in place. Please include all situations needing disclosure on the same form. A "yes" answer does not necessarily mean that you have a conflict.

If at a later date your situation changes, you should update your disclosure. To view disclosures you submitted previously, click on "Browse Previous" in the upper left-hand side of the page.

I. Management Roles and Consulting

This section seeks to determine if you have any management roles with non-university entities or do any consulting that might require a COIC Management Plan.

Consulting, as defined by the Conflicts of Interest and Commitment Policy, means professional services to a non-ISU entity that are not a part of an employee's position responsibilities.

Professional services (other than employment) to other educational institutions constitute consulting unless they are part of the employee's ISU position responsibilities.

The term "non-university entity" includes for-profit or not-for-profit entities outside of Iowa State University, such as corporations, companies, partnerships, sole proprietorships, associations and governmental entities (federal, state or local). The term excludes affiliated entities which act for the benefit of the university (such as the Board of Regents, Alumni Association, ISU Research Foundation, ISU Foundation or the like).

1. Do you manage or expect to manage any non-university entities or do you consult or expect to consult or provide other services privately?

- No
- Yes

II. Service to Government and Associations

ISU encourages and often expects faculty and professional employees to be involved with non-university entities such as government advisory boards, professional associations, journals, academic societies and other non-profit associations whose purposes are to advance Iowa State University, government effectiveness, or the employee's disciplines and professions.

2. Do you have or do you expect to assume a board or other managerial role for an association related to your field of expertise?

- No
- Yes

2A. Will you be compensated (other than reimbursement of costs and tokens of appreciation) in connection with your service to a professional association or government board, panel or commission?

Contact Person	Debra L. Covey	Revision	4
Document	Policy 10100.002	Effective Date	02/15/2012
		Review Date	12/01/2015

- No
- Yes

2B. Does your role on behalf of a professional association or government board, panel or commission entail the use of significant university resources, facilities or employee time other than your own?

- No
- Yes

III. Other

3. Do you (including your spouse, domestic partner or immediate family member), as a private individual, a sole proprietor or a limited liability company, or as part of a partnership, sell or plan to sell equipment, supplies or services to Iowa State University?

- No
- Yes

4. Do you have any other relationships or situations or are you engaged or do you expect to engage in any other external activities or outside employment that could be perceived to be a conflict of interest or commitment?

- No
- Yes

CONGRATULATIONS! You have completed your annual conflict of interest and commitment disclosure.

Please route this form to your default "supervisor" shown in the drop down list below, unless instructed by your chair, director, dean or vice-president to route elsewhere. Your default "supervisor" may not be your immediate supervisor in some cases, but the administrative head for your department of record. He or she will review your disclosure and get back to you with any additional questions. Your supervisor and/or a representative of the Office of the Vice President for Research and Economic Development will work with you to develop a conflict of interest and commitment management plan, if needed.

Once you submit your form, you can no longer modify it. If you need to correct or update your information, please create a new form using the "Create/Update" link.

Please remember to update your disclosure if your situation changes, before the change occurs. You may update your disclosure at any time during the year.

Select your department's or unit's director, chair, dean, or vice-president. Your default director, chair, dean, or vice-president appears first in the drop down list. Expand the list to see others to whom you may report.

Submit

Contact Person	Debra L. Covey	Revision	4
Document	Policy 10100.002	Effective Date	02/15/2012
		Review Date	12/01/2015

IOWA STATE UNIVERSITY

Answer questions, then submit for review

COIC DISCLOSURE STANDARD FORM

This form is for persons who conduct research/creative or other scholarly activities as a part of their university position responsibilities. If you reached this form in error, simply exit the form without submitting it and start again by clicking on "Create/Update" in the upper left-hand side of the page.

Please answer the questions for your situation currently and projected into the next 12 months, irrespective of whether you have disclosed your situation previously or whether a COIC Management Plan is currently in place. Please include all situations needing disclosure on the same form. A "yes" answer does not necessarily mean that you have a conflict.

If at a later date your situation changes, you should update your disclosure. To view disclosures you submitted previously, click on "Browse Previous" in the upper left-hand side of the page.

Throughout this disclosure, the term "university" means Iowa State University. The term "non-university" means "non-Iowa-State-University".

I. Management Roles and/or Significant Financial Interests Related to University Responsibilities

This section seeks to identify whether you have any management roles and/or significant financial interests in any non-university entities, the activities of which are, or could reasonably be perceived by non-experts as being, related to or similar to your university responsibilities. This includes consulting that involves a significant financial interest. If not properly managed, such roles and interests could pose conflicts of interest and commitment.

Consulting that does not involve a significant financial interest is covered in the section on Consulting, below.

Consulting, as defined by the Conflicts of Interest and Commitment Policy, means professional services to a non-university entity that are not a part of an employee's position responsibilities. Consulting may include activity conducted through a sole proprietorship or other entity that is engaged solely in consulting.

The term "non-university entity" includes for-profit or not-for-profit entities outside of the university, such as corporations, companies, partnerships, sole proprietorships, associations and governmental entities (federal, state or local). The term excludes affiliated entities which act for the benefit of the university (such as the Board of Regents, Alumni Association, ISU Research Foundation, ISU Foundation or the like).

Management roles that must be disclosed in this section include:

- A. Any position in a for-profit entity with the ability to influence the entity's business decisions
- B. Any management role in a for-profit or not-for-profit entity that funds the employee's university scholarly activities

Significant financial interests that must be disclosed in this section include:

- C. Equity ownership or stock options that represent more than \$10,000 or five percent of the total company equity are considered to be a significant financial interest in that company. Excepted are equities held in retirement accounts or mutual funds.
- D. Sole proprietor, partner, owner or member of a partnership or limited liability for-profit entity. Sole proprietorships or other entities engaged solely in consulting are evaluated by the criteria for consulting (next two bullets). (A sole proprietorship is a form of business in which one person owns all the assets of the business and operates the business without a separate legally recognized

Contact Person	Debra L. Covey	Revision	4
Document	Policy 10100.002	Effective Date	02/15/2012
		Review Date	12/01/2015

entity such as a professional corporation.)

- E. Consulting related to patented or patentable intellectual property in which the employee has an ownership interest.
- F. Consulting for an entity that has a financial interest in or sponsors the employee's university scholarly activities if the compensation for the consulting exceeds \$10,000 per year.
- G. Ownership of, or rights held in, intellectual property or research materials (which may include rights to receive royalties), the value of which may be affected by the outcome of the employee's university activities. Excepted are intellectual property and research materials held by the ISU Research Foundation (ISURF).
- H. **Any of the above applicable to the employee's spouse and/or dependent children.** Domestic partners are treated as spouses for the purposes of this disclosure.

Note: For purposes of this disclosure, the term "significant financial interest" does not include the right to receive copyright royalties for writing an article, book, textbook or other copyrightable work. However, use of an employee's book for instructional purposes is governed by the policy on Royalties for Instructional Materials (Faculty Handbook §8.3.6.6).

1. Do you have or expect to have in the next 12 months any management roles or significant financial interests in any non-university entities, the activities of which are, or could reasonably be perceived by non-experts as being, related to or similar to your university responsibilities, including consulting that involves a significant financial interest?

- No
- Yes

II. Special Public Health Service Requirements

This section seeks to determine whether you may be subject to special Public Health Service (Department of Health and Human Services) requirements regarding financial conflicts of interest.

2. Do you currently receive funding from or do you plan to apply for funding from any branch of the Public Health Service (PHS), or, to your knowledge, is your salary funded by a grant from any PHS agency? PHS agencies that commonly provide funding to ISU include NIH, NCI, FDA, CDC and SAMHSA. [List of PHS Agencies](#)

- No
- Yes

2A. Based on the PHS definition of significant financial interest provided above, do you have a significant financial interest in a non-university entity related to your university responsibilities? (Please answer "Yes" if one or more of a through c above applies)

- No
- Yes

III. Management Roles Not Related to University Responsibilities

3. Do you have a management role in any non-university entities, other than any you have listed already in Section I?

- No
- Yes

IV. Consulting

Contact Person	Debra L. Covey	Revision	4
Document	Policy 10100.002	Effective Date	02/15/2012
		Review Date	12/01/2015

This section seeks to determine whether you are involved in consulting that does not involve a significant financial interest. Consulting involving a significant financial interest was covered above in Section II.

Consulting, as defined by Iowa State University's Conflicts of Interest and Commitment Policy, means professional services to a non-university entity that are not a part of an employee's position responsibilities. Consulting may include activity conducted through a sole proprietorship or other entity that is engaged solely in consulting.

Professional services (other than employment) to other educational institutions constitute consulting unless they are part of the employee's ISU position responsibilities.

Professional services to a non-university entity that are a part of the employee's position responsibilities are **not** considered consulting. Examples of services that are **not** considered consulting include:

- Reviewing and editing scholarly journals,
- Service on government advisory boards or editorial boards that involves limited use of university time and only incidental use of university resources or personnel,
- Service on grant review or accreditation panels, and
- Writing books or textbooks in the employee's disciplinary area, if such are a part of the employee's position responsibilities.

Such activities may, however, be covered under Section V, Service to Government and Associations.

4. Do you engage or expect to engage in consulting, other than consulting involving a significant financial interest as disclosed in Section I?

- No
- Yes

V. Service to Government and Associations

ISU encourages and often expects faculty and professional employees to be involved with non-university entities such as government advisory boards, professional associations, journals, academic societies and other non-profit associations whose purposes are to advance Iowa State University, government effectiveness, or the employee's disciplines and professions.

5. Have you assumed or do you expect to assume a board or other managerial role for an association related to your field of expertise?

- No
- Yes

5A. Will you be compensated (other than reimbursement of costs and tokens of appreciation) in connection with your service to a professional association or government board, panel or commission?

- No
- Yes

5B. Does your role on behalf of a professional association or government board, panel or commission entail the use of significant university resources, facilities or employee time other than your own?

- No
- Yes

VI. Other

6. Do you currently receive or expect to receive funding from the Iowa Department of Transportation?

- No
- Yes

7. Do you, as a private individual, a sole proprietor or a limited liability company, or as part of a partnership, sell or plan to sell equipment, supplies or services to Iowa State University?

- No
- Yes

8. Are you engaged in any other external activities or outside employment that could be perceived to be a conflict of interest or commitment?

- No
- Yes

CONGRATULATIONS! You have completed your annual conflict of interest and commitment disclosure.

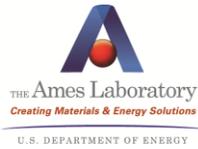
Please route this form to your default "supervisor" shown in the drop down list below, unless instructed by your chair, director, dean or vice-president to route elsewhere. Your default "supervisor" may not be your immediate supervisor in some cases, but the administrative head for your department of record. He or she will review your disclosure and get back to you with any additional questions. Your supervisor and/or a representative of the Office of the Vice President for Research and Economic Development will work with you to develop a conflict of interest and commitment management plan, if needed.

Once you submit your form, you can no longer modify it. If you need to correct or update your information, please create a new form using the "Create/Update" link.

Please remember to update your disclosure if your situation changes, before the change occurs. You may update your disclosure at any time during the year.

Select your department's or unit's director, chair, dean, or vice-president. Your default director, chair, dean, or vice-president appears first in the drop down list. Expand the list to see others to whom you may report.

Submit



Contact Person	Debra L. Covey	Revision	4
Document	Policy 10100.002	Effective Date	02/15/2012
		Review Date	12/01/2015

Attachment 2

Ames Laboratory CRADA Conflict of Interest Form

CRADA No.: _____

Industrial Participant: _____

Program Participating in CRADA: _____

The undersigned has been, or will be involved in negotiations with the industrial participant concerning this CRADA. The undersigned is an employee of Ames Laboratory. The undersigned declares that:

1. She (he) or her (his) spouse, child, parent, sibling, or partner, or an organization (other than Iowa State University) in which she(he) serves as an officer, director, trustee, partner, or employee:
 - a. Does not hold financial interest in any entity that has a substantial interest in the preparation, negotiation, or approval of this CRADA;
 - b. Will not receive a gift or gratuity from any entity that has a substantial interest in the preparation, negotiation, or approval of this CRADA; or
2. She (he) is not negotiating or does not have any arrangement concerning prospective employment with any person or organization that holds a financial interest in any entity that has a substantial interest in the preparation, negotiation, or approval of this CRADA.
3. She (he) is not negotiating and does not have any consulting arrangement with the industrial participant.

Type your name in this field
Sponsored Programs Administration

Date

Note: The Ames Laboratory Principal Investigator will participate in the preparation of the Statement of Work and Joint Work Statement but not in the negotiation of the CRADA.

Attachment 3

**Ames Laboratory
Iowa State University**

Intellectual Property Agreement

In recognition of the fact that Iowa State University ("ISU"), as operator of the Ames Laboratory ("AMES" or "LABORATORY"), is engaged in the performance of contract research with the United States Government and other sponsors; in order to facilitate the technology development programs of ISU; and as a condition of my employment or appointment within the LABORATORY; I agree:

1. To provide formal documentation or other such information concerning items of ISU/AMES Intellectual Property¹ in subject-matter areas which are funded through Ames Laboratory or are primarily related to my involvement with Ames Laboratory; to the Ames Laboratory Office of Sponsored Research Administration or the ISU Office of Intellectual Property and Technology Transfer;
2. To assign and hereby assign all my rights and title in such ISU/AMES Intellectual Property to ISU or to other recipients as specified in executed contracts or funding agreements.
3. That any claim for compensation for any such item of ISU/AMES Intellectual Property provided by the Atomic Energy Act of 1954, as amended, is hereby waived; I am, as a consequence of this agreement, however, free to participate in the Ames Laboratory's Inventor Incentive award program² and the ISU royalty sharing program³;
4. To assist, upon request, in obtaining patents or other instruments of protection for ISU/AMES Intellectual Property and to execute all documents as may be required in connection therewith;
5. To seek review and counsel from either the Ames Laboratory Office of Sponsored Research Administration or ISU's Office of Intellectual Property and Technology Transfer prior to entering into an individual consulting agreement(s) that includes intellectual property terms and conditions;
6. To treat proprietary data or other technical, business or financial data which I receive or to which I am given access pursuant to my association with AMES in accordance with any restrictive legend contained therein, unless use is specifically authorized in writing by the owner. The obligations with respect to such data shall continue after termination of my association; and
7. To not mark, register or otherwise assert any claim to copyright in any data (with the exception of thesis data) or computer software first produced during my association with AMES arising from or related to work of AMES without written authorization of the sponsor and AMES.
8. It is recognized that during the course of and subsequent to my association with the Ames Laboratory, I may desire to publish information regarding scientific or technical developments made in the course of that association. In order that public disclosure of such information will not adversely affect the patent and data interests of the sponsor or ISU and AMES, patent approval for release and publication shall be secured by the AMES Intellectual Property and Technical Information Coordinator through Patent Counsel prior to any such release or publication.

ISU ID

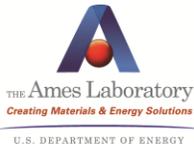
Signature

Printed Name

Date

¹ "ISU/AMES intellectual property" is defined as discoveries, inventions, patent applications, patents, copyrights, software, technical know-how, etc. resulting from Ames Laboratory administered projects.
² Monetary awards for patent applications filed and patents issued based upon Ames Laboratory funded research.
³ A share of net royalty income consistent with ISU policy and the Laboratory's Contract DE-AC02-07CH11358.





Contact Person	Debra L. Covey	Revision	4
Document	Policy 10100.002	Effective Date	01/01/2011
		Review Date	12/01/2015

Attachment 4. Pertinent **COI SECTIONS** of the DEAR Clauses (as of 12/20/2010)

952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST.

As prescribed at 48 CFR 909.507-2, insert the following clause:

ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009)

(a) Purpose. The purpose of this clause is to ensure that the Contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as a prime Contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) Use of Contractor's Work Product.

(i) The Contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the Contractor's performance of work under this contract for a period of (Contracting Officer see 48 CFR 909.507-2 and enter specific term) years after the completion of this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the Contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts for advisory and assistance services.

(ii) If, under this contract, the Contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the

Contact Person	Debra L. Covey	Revision	4
Document	Policy 10100.002	Effective Date	01/01/2011
		Review Date	12/01/2015

Contracting Officer, in which case the restriction in this subparagraph shall not apply.

(iii) Nothing in this paragraph shall preclude the Contractor from offering or selling its standard and commercial items to the Government.

(2) Access to and use of information.

(i) If the Contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not—

(A) use such information for any private purpose unless the information has been released or otherwise made available to the public;

(B) compete for work for the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;

(C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and

(D) release such information unless such information has previously been released or otherwise made available to the public by the Department.

(ii) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

(iii) The Contractor may use technical data it first produces under this contract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.

(c) Disclosure after award.

Document Name

Contact Person	Debra L. Covey	Revision	4
Document	Policy 10100.002	Effective Date	01/01/2011
		Review Date	12/01/2015

(1) The Contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the Contracting Officer. Such disclosure may include a description of any action which the Contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.

(2) In the event that the Contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the Contracting Officer, DOE may terminate this contract for default.

(d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the Contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.

(e) Waiver. Requests for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer may grant such a waiver in writing.

(End of clause)

Alternate I

In accordance with 909.507-2 and 970.0905, include the following alternate in the specified types of contracts.

(f) Subcontracts.

(1) The Contractor shall include a clause, substantially similar to this clause, including this paragraph (f), in subcontracts expected to exceed the simplified acquisition threshold determined in accordance with 48 CFR part 13 and involving the performance of advisory and assistance services as that term is defined at 48 CFR 2.101. The terms "contract," "Contractor," and "Contracting Officer" shall be appropriately modified to preserve the Government's rights.

Contact Person	Debra L. Covey	Revision	4
Document	Policy 10100.002	Effective Date	01/01/2011
		Review Date	12/01/2015

(2) Prior to the award under this contract of any such subcontracts for advisory and assistance services, the Contractor shall obtain from the proposed subcontractor or consultant the disclosure required by 48 CFR 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interest is identified, the Contractor shall take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of the Contractor. If the conflict cannot be avoided or neutralized, the Contractor must obtain the approval of the DOE Contracting Officer prior to entering into the subcontract.
(End of alternate)

[49 FR 12042, Mar. 28, 1984, as amended at 52 FR 38425, Oct. 16, 1987 and 59 FR 66259, Dec. 23, 1994; 62 FR 40748, Jul. 30, 1997; 74 FR 36358, Jul. 22, 2009]

970.5203-3 CONTRACTOR'S ORGANIZATION.

As prescribed in 970.0371-9, insert the following clause:

CONTRACTOR'S ORGANIZATION (DEC 2000)

- (a) Organization chart. As promptly as possible after the execution of this contract, the Contractor shall furnish to the Contracting Officer a chart showing the names, duties, and organization of key personnel (see 48 CFR 952.215-70) to be employed in connection with the work, and shall furnish supplemental information to reflect any changes as they occur.
- (b) Supervisory representative of Contractor. Unless otherwise directed by the Contracting Officer, a competent full-time resident supervisory representative of the Contractor satisfactory to the Contracting Officer shall be in charge of the work at the site, and any work off-site, at all times.
- (c) Control of employees. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event the Contractor fails to remove any employee from the contract work whom DOE deems incompetent, careless, or insubordinate, or whose continued employment on the work is deemed by DOE to be inimical to the Department's mission, the Contracting Officer may require, with the approval of the Secretary of Energy, the Contractor to remove the employee from work under the contract. This includes the right to direct the Contractor to remove its most senior key person from work under the contract for serious contract performance deficiencies.
- (d) Standards and procedures. The Contractor shall establish such standards and procedures as are necessary to implement the requirements set forth in 48 CFR 970.0371. Such standards and procedures

Contact Person	Debra L. Covey	Revision	4
Document	Policy 10100.002	Effective Date	01/01/2011
		Review Date	12/01/2015

shall be subject to the approval of the Contracting Officer.
(End of Clause)

[74 FR 36358, Jul. 22, 2009]

970.5227-3 TECHNOLOGY TRANSFER MISSION (DEVIATION-JULY 2006)

This clause has as its purpose implementation of the National Competitiveness Technology Transfer Act of 1989(Sections 3131,3132,3133, and 3157ofPub.L. 101-189 and as amended by Pub.L. 103-160, Sections 3134 and 3160). The Contractor shall conduct technology transfer activities with a purpose of providing benefit from Federal research to U.S. industrial competitiveness.

(a) Authority.

(1) In order to ensure the full use of the results of research and development efforts of, and the capabilities of, the Laboratory, technology transfer, including Cooperative Research and Development Agreements (CRADAs), is established as a mission of the Laboratory consistent with the policy, principles and purposes of Sections 1 l(a)(l) and 12(g) of the Stevenson-Wydler Technology Innovation Act of 1980, as amended (15 U.S.C. 3710a) Section 3 132(b) of Pub. L. 101-189, Sections 3134 and 3160 of Pub. L. 103-160, and of Chapter 38 of the Patent Laws (35 U.S.C. 200 et seq.); Section 152 of the Atomic Energy Act of 1954, as amended (42 U.S.C. 2182); Section 9 of the Federal Nonnuclear Energy Research and Development Act of 1974 (42 U.S.C. 5908); and Executive Order 12591 of April 10, 1987.

(2) OMITTED FROM THIS DOCUMENT- NOT PERTINENT TO OCI AND COI

(b) Definitions.

(1) Contractor’s Laboratory Director means the individual who has supervision over all or substantially all of the Contractor’s operations at the Laboratory.

(2) Intellectual Property means patents, trademarks, copyrights, mask works, protected CRADA information, and other forms of comparable property rights protected by Federal Law and other foreign counterparts.

(3) Cooperative Research and Development Agreement (CRADA) means any agreement entered into between the Contractor as operator of the Laboratory, and one or more parties including at least one non-Federal party under which the Government, through its laboratory, provides personnel, services, facilities, equipment, intellectual property, or other resources with or without reimbursement (but not funds to non-Federal parties) and the non-Federal parties provide funds, personnel, services, facilities, equipment, intellectual property, or other resources toward the conduct of specified research or development efforts which are consistent with the missions of the Laboratory; except that

Contact Person	Debra L. Covey	Revision	4
Document	Policy 10100.002	Effective Date	01/01/2011
		Review Date	12/01/2015

such term does not include a procurement contract, grant, or cooperative agreement as those terms are used in sections 6303, 6304, and 6305 of Title 31 of the United States Code.

(4) Joint Work Statement (JWS) means a proposal for a CRADA prepared by the Contractor, signed by the Contractor's Laboratory Director or designee which describes the following:

- (i) Purpose;
- (ii) Scope of Work which delineates the rights and responsibilities of the Government, the Contractor and Third Parties, one of which must be a non-Federal party;
- (iii) Schedule for the work; and
- (iv) Cost and resource contributions of the parties associated with the work and the schedule.

(5) Assignment means any agreement by which the Contractor transfers ownership of Laboratory Intellectual Property, subject to the Government's retained rights.

(6) Laboratory Biological Materials means biological materials capable of replication or reproduction, such as plasmids, deoxyribonucleic acid molecules, ribonucleic acid molecules, living organisms of any sort and their progeny, including viruses, prokaryote and eukaryote cell lines, transgenic plants and animals, and any derivatives or modifications thereof or products produced through their use or associated biological products, made under this contract by Laboratory employees or through the use of Laboratory research facilities.

(7) Laboratory Tangible Research Product means tangible material results of research which

- (i) are provided to permit replication, reproduction, evaluation or confirmation of the research effort, or to evaluate its potential commercial utility;
- (ii) are not materials generally commercially available; and
- (iii) were made under this contract by Laboratory employees or through the use of Laboratory research facilities.

(8) Bailment means any agreement in which the Contractor permits the commercial or noncommercial transfer of custody, access or use of Laboratory Biological Materials or Laboratory Tangible Research Product for a specified purpose of technology transfer or research and development, including without limitation evaluation, and without transferring ownership to the bailee.

Contact Person	Debra L. Covey	Revision	4
Document	Policy 10100.002	Effective Date	01/01/2011
		Review Date	12/01/2015

(9) Privately funded technology transfer means the prosecuting, maintaining, licensing, and marketing of inventions which are not owned by the Government (and not related to CRADAs) when such activities are conducted entirely without the use of Government funds.

(c) OMITTED FROM THIS DOCUMENT- NOT PERTINENT TO OCI AND COI

(d) Conflicts of Interest -- Technology Transfer. The Contractor shall have implementing procedures that seek to avoid employee and organizational conflicts of interest, or the appearance of conflicts of interest, in the conduct of its technology transfer activities. These procedures shall apply to other employee-like persons participating in Laboratory research or related technology transfer activities. Such implementing procedures shall be provided to the contracting officer for review and approval within sixty (60) days after execution of this contract. The contracting officer shall have thirty (30) days thereafter to approve or require specific changes to such procedures. Such implementing procedures shall include procedures to:

- (1) Inform employees of and require conformance with standards of conduct and integrity in connection with research involving nonfederal sponsors and for CRADA activity in accordance with the provisions of paragraph (n)(5) of this clause;
- (2) Review and approve employee activities so as to avoid conflicts of interest arising from commercial utilization activities relating to Contractor-developed Intellectual Property;
- (3) Conduct work performed using royalties so as to avoid interference with or adverse effects on ongoing DOE projects and programs;
- (4) Conduct activities relating to commercial utilization of Contractor-developed Intellectual Property so as to avoid interference with or adverse effects on user facility or WFO activities of the Contractor;
- (5) Conduct DOE-funded projects and programs so as to avoid the appearance of conflicts of interest or actual conflicts of interest with non-Government funded work;
- (6) Notify the contracting officer with respect to any new work to be performed or proposed to be performed under the Contract for DOE or other Federal agencies where the new work or proposal involves Intellectual Property in which the Contractor has obtained or intends to request or elect title;
- (7) Except as provided elsewhere in this Contract, obtain the approval of the contracting officer for any licensing of or assignment of title to Intellectual Property rights by the Contractor to any business or corporate affiliate of the Contractor;

Contact Person	Debra L. Covey	Revision	4
Document	Policy 10100.002	Effective Date	01/01/2011
		Review Date	12/01/2015

(8) Obtain the approval of the contracting officer prior to any assignment, exclusive licensing, or option for exclusive licensing, of Intellectual Property to any individual who has been a Laboratory employee within the previous two years or to the company in which the individual is a principal;

(9) Notify non-Federal sponsors of WFO activities, or non-Federal users of user facilities, of any relevant Intellectual Property interest of the Contractor prior to execution of WFOs or user agreements; and

(10) Notify DOE prior to the Contractor's evaluating a technical proposal for funding by a third party or a DOE Program, when the subject matter of the proposal involves an elected or waived subject invention under this contract or one in which the Contractor intends to elect to retain title under this contract.

(e) - (l) OMITTED FROM THIS DOCUMENT- NOT PERTINENT TO OCI AND COI

(m) Oversight and Appraisal. The Contractor is responsible for developing and implementing effective internal controls for all technology transfer activities consistent with the audit and record requirements of this Contract. Laboratory Contractor performance in implementing the technology transfer mission and the effectiveness of the Contractor's procedures will be evaluated by the contracting officer as part of the annual appraisal process, with input from the cognizant Secretarial Officer or program office.

(n) Technology Transfer through Cooperative Research and Development Agreements. Upon approval of the contracting officer and as provided in a DOE approved Joint Work Statement (JWS), the Laboratory Director, or designee, may enter into CRADAs on behalf of the DOE subject to the requirements set forth in this paragraph.

(1) OMITTED FROM THIS DOCUMENT- NOT PERTINENT TO OCI AND COI

(2) Selection of Participants. The Contractor's Laboratory Director or designee in deciding what CRADA to enter into shall:

(i) Give special consideration to small business firms, and consortia involving small business firms;

(ii) Give preference to business units located in the United States which agree that products or processes embodying Intellectual Property will be substantially manufactured or practiced in the United States and, in the case of any industrial organization or other person subject to the control of a foreign company or government, take into consideration whether or not such foreign government permits United States agencies, organizations, or other persons to enter into cooperative research and development agreements and licensing agreements as set forth in this clause I.108, paragraph (f)(ii) (C);

Contact Person	Debra L. Covey	Revision	4
Document	Policy 10100.002	Effective Date	01/01/2011
		Review Date	12/01/2015

(iii) Provide Fairness of Opportunity in accordance with the requirements of paragraph (e) of this clause; and

(iv) Give consideration to the Conflicts of Interest requirements of paragraph (d) of this clause.

(3) -(4) OMITTED FROM THIS DOCUMENT- NOT PERTINENT TO OCI AND COI

(5) Conflicts of Interest.

(i) Except as provided in paragraph (n)(5)(iii) of this clause, the Contractor shall assure that no employee of the Contractor shall have a substantial role (including an advisory role) in the preparation, negotiation, or approval of a CRADA, if, to such employee's knowledge:

(A) Such employee, or the spouse, child, parent, sibling, or partner of such employee, or an organization (other than the Contractor) in which such employee serves as an officer, director, trustee, partner, or employee --

(1) holds financial interest in any entity, other than the Contractor, that has a substantial interest in the preparation, negotiation, or approval of the CRADA;

(2) receives a gift or gratuity from any entity, other than the Contractor, that has a substantial interest in the preparation, negotiation, or approval of the CRADA; or

(B) A financial interest in any entity, other than the Contractor, that has a substantial interest in the preparation, negotiation, or approval of the CRADA, is held by any person or organization with whom such employee is negotiating or has any arrangement concerning prospective employment.

(ii) The Contractor shall require that each employee of the Contractor who has a substantial role (including an advisory role) in the preparation, negotiation, or approval of a CRADA certify through the Contractor to the contracting officer that the circumstances described in paragraph (n)(5)(i) of this clause do not apply to that employee.

(iii) The requirements of paragraphs (n)(5)(i) and (n)(5)(ii) of this clause shall not apply in a case where the contracting officer is advised by the Contractor in advance of the participation of an employee described in those paragraphs in the preparation, negotiation or approval of a CRADA of the nature of and extent of any financial interest described in paragraph (n)(5)(i) of this clause, and the contracting officer determines that such financial interest is not so substantial as to be considered likely to affect the integrity of the Contractor employee's participation in the process of preparing, negotiating, or approving the CRADA.

(o) -(q) OMITTED FROM THIS DOCUMENT- NOT PERTINENT TO OCI AND COI