

## CONSULTING & CONFLICT OF INTEREST POLICY

This policy marries the policies of its contractor, Iowa State University (ISU), 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) conflicts with ISU Policies, the DEAR shall take precedence.**

### 1.0 APPROVAL RECORD

- Reviewed by: Document Control Program Assistant (Molly Daub)
- Reviewed by: Manager, Human Resources (Diane Muncrief)
- Approved by: Associate Director for Sponsored Research Administration (Deb Covey)
- Approved by: Chief Operations Officer (Mark Murphy)
- Approved by: Chief Research Officer (Duane Johnson)
- Approved by: Assistant Director for Scientific Planning (Cynthia Jenks)
- Approved by: General Counsel (Paul Tanaka)
- Approved by: Deputy Director (Tom Lograsso)
- Approved by: Laboratory Director (Adam Schwartz)
- Approved by: DOE Ames Site Office Manager (Cynthia Baebler)

The official approval record for this document is maintained in the Training & Records Management Office, 105 TASF.

### 2.0 REVISION/REVIEW INFORMATION

This document will be reviewed once every four (4) years as a minimum. 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 (DOE) and their employer, Iowa State University (ISU) in regard to consulting and conflict of interest. Inherent within this policy is ISU's [Conflict of Interest and Commitment \(COIC\) Policy](#), ISU's [Gifts Policy](#), ISU's [Gratuities and Gifts Policy](#), ISU's [Consenting Relationships Policy](#), and DOE contractual requirements (Contract No. DE-AC02-07CH11358):

- *Clause I.115 DEAR 970.5203-3 Contractor's Organization (DEC 2000)*
  - *Clause I.115(d) Standards and Procedures; and*
- *Clause I.133 DEAR 970.5227-3 Technology Transfer Mission (AUG 2002) (Deviation) (JUL 2006)*
  - *Clause I.133(d) Conflict of Interest – Technology Transfer;*
  - *Clause I.133(m) Oversight and Appraisal;*
  - *Clause I.133(n)(1) Review and Approval of CRADAs;*
  - *Clause I.133(n)(2) Selection of Participants; and*
  - *Clause I133(n)(5) Conflicts of Interest.*

The secondary objective is to incorporate the contractor's obligations in regard 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.101 DEAR 952.209-72 Organizational Conflicts of Interest (AUG*

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2009) (ALTERNATE I)(AUG 2009)

### 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 Fair Labor Standards Act (FLSA) guidelines.
- 3.1.2 *Faculty* is defined as both A (12 month appointment) and B (9 month appointment) based academic positions (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 a position classified within the Regents Merit System. This policy does not apply to Merit employees as they are “not permitted to make or influence any decisions on behalf of the contractor which directly or indirectly affect the interest of the Government”
- 3.1.4 *Laboratory employee or employee* is 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 Laboratory employees. Casual hourly employees are not considered Laboratory employees.

## 4.0 ROLES AND RESPONSIBILITIES

### 4.1 Ames Site 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 administers the ISU COIC Policy, and the ISU Conflict of Interest Officer, or designee, chairs the 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 their participation in contract work, that they will adhere to this policy.
- The contractor will require employees to annually review the COIC Policy and complete the Conflicts of Interest Disclosure (COID) via the contractor's web-based system, AccessPlus, and to update the COID whenever the employee's disclosure situation changes.
- 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 their university or Laboratory duties responsibly and with integrity. The form and content of management plans may vary depending upon the nature of

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the financial interest or management role and presumed risks.

- The contractor will adhere to the requirements of the Organizational Conflicts 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 their participation in contract work, that they will adhere to the university's COIC Policy and this policy. A Laboratory employee, with the approval of their program manager, program director, or the Laboratory Director, may provide approved consulting activities on nights, vacation, holidays, and weekends and NOT during normal working hours, as a consequence, professional activity leave is not available for Laboratory employees on federal funding.
- The contractor's annual COID will include disclosure of any consulting activities performed by an employee.

#### 4.2.3 Review

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

#### 4.2.4 Licensing

- When licensing or otherwise conducting activities relating to commercial utilization of Laboratory-developed intellectual property, the Laboratory in conjunction with the University's Research Foundation ("ISURF") shall avoid licenses or activities which interfere or adversely affect user facility or Strategic Partnership Project ("SPP") activities at the Laboratory.
- ISURF shall 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 (2) years or to the company in which such individual is a principal.

### 4.3 General Counsel

- Reviews and approves this policy
- If asked by the Laboratory Director, works with the Laboratory Director to resolve COI issues that arise.
- Performs a legal risk analysis when requested by the Contracting Officer, addressing matters such as the use of existing intellectual property in the proposed project and the potential for competing intellectual property ownership or use claims.

### 4.4 Laboratory Director

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

### 4.5 Associate Laboratory Director (Conflict of Interest Manager)

- Reviews all pre-proposal forms (PPF) for potential conflict of interest, including for example:
  - Identifying any proposed use of royalties and assuring any such use does not interfere with or adversely affect ongoing DOE projects and programs at the Laboratory.

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- Identifying any existing intellectual property involved in the proposed project, determining any relevant intellectual property interest of the Laboratory in the project, and notifying non-Federal sponsors of SPP activities of such determination. This may be done by including a list in the SPP or CRADA agreement of existing/background intellectual property and therein claiming any such interests.
- Identifying and avoiding licenses or activities which interfere or adversely affect SPP activities at the Laboratory, and notifying and/or consulting with ISURF when and as appropriate to accomplish these goals.
- Prepares the CRADA Conflict of Interest forms to be signed by the negotiator of the CRADA and by the PI(s) certifying no conflict of interest exists in the proposed research
- Notifies the Contracting Officer via the CRADA's or SPP's documentation if conflict of interest issues are associated with the CRADA or SPP or if a proposal's subject matter involves an elected or waived subject invention under the Laboratory's above-referenced contract or one in which the Laboratory intends to elect to retain title.
- Arranges COI meetings between the 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
- Notifies the Laboratory Director of COI issues that potentially require a higher level of scrutiny

#### **4.6 Human Resources Manager**

- Informs all employees that they are expected to disclose any incompatibilities between duties performed for the contractor and their private interests.
- Refers undecided questions to the contractor (DEAR 970.0371-6).
- Annually sends employees an email requesting them to complete their required annual COI and Commitment Activities report including links to this policy.
- At the time of new employee check-in, instructs employees to read and execute the Ames Laboratory Employee Intellectual Property Agreement.

#### **4.7 Program Manager or Program Director**

- Discusses proposed COI or Consulting activities with the Laboratory Director as needed.

#### **4.8 Employee's Supervisor**

- Assures that employees are reminded of the need to submit electronic COID forms
- When a management plan of the type described in Section 4.2.1 is not required but the supervisor determines a departmental management plan of the type referred to in ISU's COIC's PAG is needed, develops departmental management plans for employees, whether formal (written) or informal (oral), and retains copies of written management plans 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 COIC Policy and this policy.

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#### 4.9.1.1 *Proposal Submissions*

Employees submitting proposals for funding through Ames Laboratory, including potential CRADAs and Strategic Partnership Projects (SPP), will indicate, by signing their name on the Preliminary Proposal Form (PPF), that:

- no conflict of interest will be created by receiving funding from the proposed funding institution(s) or organization(s); or
- a potential conflict of interest exists and a written summary of the potential conflict will be provided for review and approval before any work begins.

#### 4.9.1.2 *CRADA Negotiation and Joint Work Statement (JWS) Review*

- If indicated on the PPF that a potential conflict exists, employee provides a written summary of the potential conflict for review and approval before the CRADA negotiations begin.
- Employee shall not have a substantial role (including an advisory role) in the preparation, negotiation or approval of a CRADA.

Employee conflict of interest includes:

(A) the 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.

- Completes and signs the CRADA Conflict of Interest form.  
 A conflict of interest does not apply in a case where the contracting officer is advised by the Contractor in advance of the participation of an employee in the preparation, negotiation or approval of a CRADA of the nature of and extent of any financial interest described above, 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.
- Reviews CRADA JWS for accuracy

#### 4.9.1.3 *Employee Involvement in Technology Transfer Matters*

Employees who are inventors or authors of existing or anticipated Laboratory intellectual property may not be involved in the preparation, negotiation, or approval of a commercial license, CRADA, or SPP agreement for said existing or anticipated Laboratory-owned intellectual property. However, such employees may, as requested by the Laboratory, provide technical advice and insight to ISURF or the Laboratory negotiator as it relates to the commercial partners use and application of the technology.

#### 4.9.1.4 *Gratuities and Gifts*

Employees and their immediate family members shall not, directly or indirectly,

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solicit, accept, or receive from a "donor," a gift as defined in [ISU's Gifts Policy](#). Employees and immediate family members shall not, directly or indirectly, offer or make a gift to an official, employee, local official, local government employee, member of the General Assembly, candidate, or legislative employee.

#### 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 that is acquired in connection with their employment on contract work. See the respective section for further information at <http://energy.gov/sites/prod/files/maprod/documents/DEAR970.pdf>

#### 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 that 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://energy.gov/sites/prod/files/maprod/documents/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://energy.gov/sites/prod/files/maprod/documents/DEAR970.pdf>

#### 4.9.2 *Consulting*

- Employees must abide by this 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, and update the COID whenever the employee's disclosure situation changes.

## 5.0 PREREQUISITE ACTIONS AND REQUIREMENTS

Employees of ISU are required to comply with [ISU's COIC Policy](#). ISU policy requires that employees may undertake consulting work only after the proposed work has been mutually agreed to by both the employee and their department head or chair; or in the case of Ames Laboratory, their 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. 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.

**5.1** Associate Laboratory Director, along with those listed in Section 4 above, shall implement and continue the procedures contained herein to comply with Clause I.133 DEAR 970.5227-03 Technology Transfer Mission, specifically as it relates to this policy, DEAR 970.5227-03(D)(2-10) and (n)(5).

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**5.2** Associate Laboratory Director shall, when notified by ISURF of a potential licensee wanting an exclusive license or exclusive option to license Ames Laboratory intellectual property, help ISURF determine if the potential licensee is an individual who was a Laboratory employee within the previous two years, or is a principal of a the company wanting to license Laboratory intellectual property as required under 48 CFR 970.5227-3(d)(8).

When such is the case, ISURF will notify DOE and obtain DOE approval prior to any assignment, exclusive license, or option for exclusive license is executed.

**5.3** Employee disclosure concerning other employment services  
 Employees have access to [48 CFR 970.03 Improper Business Practices and Personal Conflicts of Interest](#). As a minimum, the employee's COID shall:

- a) Include information concerning any rate of remuneration significantly in excess of the employee's regular rate of remuneration<sup>1</sup>;
- b) Identify any actual or potential conflicts with DOE's policies regarding conduct of employees of DOE's contractors set forth in 48 CFR 970.03;
- c) 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
- d) Identify any potential conflicts such employment may have with the patent provisions of the contractor's contract with DOE.

A copy of the COID file will be provided to the contracting officer upon request.

**5.4** Employee may request permission to perform consulting activities only if the activities at a minimum do not:

- a) Interfere with the timely and effective performance of assigned job duties for the Laboratory;
- b) Involve work with identical or significantly similar Laboratory projects for which the individual is both a Laboratory employee and an employee or consultant of a Laboratory subcontractor performing work on the same project;
- c) Create a conflict with the employee's obligations to the federal government and the Laboratory with respect to the disposition of intellectual property rights;
- d) Result in a rate of remuneration significantly in excess of the compensation for the employee's Laboratory pay grade;
- e) Create an actual or apparent conflict of interest;
- f) Require private consulting under non- Laboratory contracts with the U.S. Department of Energy. Such work must be done as a Laboratory assignment;
- g) Require use of Laboratory facilities, services, equipment, materials, or paid work time;
- h) Require the use of proprietary or confidential information obtained in the performance of Laboratory work;
- i) Involve use of any of the following names for advertisement purposes: Ames Laboratory; or the U.S. Department of Energy. This does not preclude an employee as an author or speaker being associated with Laboratory for identification purposes in connection with writing or lecturing; or
- j) Otherwise violate the Laboratory's policies regarding employee conduct or other ethical or professional standards.

**5.5** Approval to engage in the outside activity is for a maximum of one year,

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although an employee may reapply for additional time.

**5.6** Employees have access to the Requirements of the Contractor's Contract with DOE Relating to Patents (DEAR 970.0371-8 (a)(1)(iii)).

## 6.0 PROGRAM/POLICY/PROCEDURE INFORMATION

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

- Clause I.101 DEAR 952.209-72 Organizational Conflicts of Interest (AUG 2009) (ALTERNATE I) (2009);
- Clause I.115 DEAR 970.5203-3 Contractor's Organization (DEC 2000);
- Clause I.115(d) Standards and Procedures; and
- *Clause I.133 DEAR 970.5227-3 Technology Transfer Mission (AUG 2002) (Deviation) (JUL 2006)*
  - *Clause I.133(d) Conflicts of Interest – Technology Transfer;*
  - *Clause I.133(m) Oversight and Appraisal;*
  - *Clause I.133(n)(1) Review and Approval of CRADAs;*
  - *Clause I.133(n)(2) Selection of Participants; and*
  - *Clause I.133(n)(5) Conflicts of Interest.*

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

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

## 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 (Form  
10100.009)

Attachment 4: Pertinent sections of the DEAR Clauses referred to in this policy

## 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 external 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 Senior 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)  
[Consulting Tips](#) (helpful information for those who do consulting)  
[Ames Laboratory Conflict of Interest Policy](#)

**Contact for further information or assistance:** [coi@iastate.edu](mailto: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 the Office of the Senior Vice President and Provost.

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## COIC Disclosure Screening Questions

ISU's Conflicts of Interest and Commitment Policy applies to all employees. However, the issues of concern vary depending on your position responsibilities. Please answer the screening question below to link to the COIC Disclosure Form that best fits your situation.

### *Screening Question*

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1. Irrespective of whether or not you are paid by ISU, are you currently appointed at ISU as a graduate assistant, postdoctoral associate, faculty member (including affiliate, collaborator, and visiting faculty), or Professional and Scientific staff member; or are you a contract employee or emeritus faculty receiving sponsored funding through ISU?

- If your answer is "yes", please continue to the next question.
- If your answer is "no", you are not required to complete a disclosure. Thank you for checking.

2. Are you currently appointed as a graduate assistant (research assistant, teaching assistant, administrative assistant, etc.) at ISU and not as a Professional and Scientific Staff Member?

- If your answer is "Yes", please click [here](#) to fill out the GRADUATE ASSISTANT COI DISCLOSURE FORM.
- If your answer is "no", please continue to the next question.

3. Do your position responsibilities require you to perform research /creative or other scholarly activities or will you be listed as PI, co-PI, or Key Personnel on a proposal for a sponsored project?

Note: The term "research" refers to any activity designed to contribute to generalizable knowledge, whether externally funded or not. Activities considered "research" are generally, but not always, disseminated in publications, presentations, etc. Faculty, most postdoctoral associates, and a substantial number of professional and scientific staff are expected to conduct research/creative or other scholarly activities as a part of their university appointments.

- If your answer is "Yes", please click [here](#) to complete the COIC DISCLOSURE STANDARD FORM.
- If your answer is "No", please click [here](#) to complete the COIC DISCLOSURE SHORT FORM.

**NOTE: The COIC Disclosure Standard Form and Short Form are screen captures from ISU's AccessPlus.**

## COIC Disclosure

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 ISU position responsibilities, or who will be listed as PI, co-PI or Key Personnel on a proposal for a sponsored project. 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, except as otherwise noted, 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 must update your disclosure. To view disclosures you submitted previously, click on "Browse Previous" in the upper left-hand side of the page.

**Note that violations of ISU's Conflict of Interest and Commitment Policy, including the failure to disclose annually as required by policy, may constitute misconduct.**

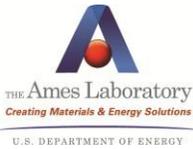
#### *I. Management Roles and/or Significant Financial Interests Related to or Similar to Your ISU Responsibilities*

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This section seeks to identify whether you or members of your immediate family have any management roles and/or significant financial interests in any non-ISU entities which are **or could reasonably be perceived by non-experts** as being related to or similar to your ISU responsibilities. This includes consulting that involves a significant financial interest. Such activities may pose conflicts of interest and commitment and may require management in accordance with federal funding agency rules and ISU policy.

The term "non-ISU 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 ISU (such as the Board of Regents, Alumni Association, ISU Research Foundation, ISU Foundation or the like).

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 your position responsibilities. It does not include professional services that are considered a normal part of your ISU responsibilities, such as service on



Contact Person [Debra L. Covey](#)  
[Policy 10100.002 (Attachment 1)]  
Contractor's COIC Forms

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Consulting that involves a significant financial interest, as defined below, must be reported here.

Consulting that does not involve a significant financial interest is covered in the section on Consulting, later in this disclosure form.

**Categories of 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, if the activities of the entity are **or could reasonably be perceived by non-experts** as being related to or similar to your ISU responsibilities. Excepted from this category are entities engaged solely in consulting.
- B. Any management role in a for-profit or not-for-profit non-ISU entity that funds your ISU scholarly activities.

**Categories of 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, if the activities of the entity are **or could reasonably be perceived by non-experts** as being related to or similar to your ISU responsibilities. 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, if the activities of the entity are **or could reasonably be perceived by non-experts** as being related to or similar to your ISU responsibilities. Excepted from this category are entities engaged solely in consulting.
- E. Consulting for a non-ISU entity related to patented or patentable intellectual property in which you have an ownership interest and which is or could reasonably be perceived by non-experts as being related to or similar to your ISU responsibilities.
- F. Consulting for a non-ISU entity that has a **financial interest** in or **sponsors** your ISU 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 your ISU activities. Excepted are intellectual property and research materials held by the ISU Research Foundation (ISURF).
- H. **Any of the above applicable to your 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 any of the categories of management roles or significant financial interests described above (items A-H) apply to your situation or will they likely apply in the next 12 months?**

If you answer "Yes" to 1, please proceed to 1A. If you answer "No", proceed to question 2.

- No
- Yes

**1A. What are your roles or interests that caused you to answer "yes"? List your roles or interests using the categories above (A-H), listing all that apply, followed by a brief description.**

**1B. If your roles or interests involve an entity or entities, what is its/their legal name? If you operate a business without having established a separate, legally recognized entity, for the name of the entity indicate "sole proprietor." Avoid abbreviations when possible.**

**1C. What are the activities of the entity or entities and how are their activities related to, similar to, and/or different from your ISU responsibilities?**

## II. Public Health Service Requirements

Persons who are or will be named as a PI, co-PI, or Key Personnel on a Public Health Service (PHS) proposal or award or PHS flow-through proposal or award must comply with PHS Financial Conflict of Interest Regulations. The PHS rules differ from the current ISU rules. Therefore, this section requests a PHS disclosure from all ISU personnel who may become involved PHS or PHS flow-through projects, or by a sponsor requiring compliance with PHS regulations (e.g. American Heart Association). Section II must be completed prior to submission of a proposal requiring compliance with PHS regulations. If you are unsure whether PHS regulations apply to you, answer yes to Question 2 to avoid potential delays with proposal submission.

**2. Do you anticipate, in the next 12 months, to be named a PI, co-PI, or Key Personnel on a PHS or PHS flow-through proposal or award? PHS agencies that commonly provide funding to ISU include NIH, FDA, CDC, and HRSA. [Complete list of PHS Agencies](#)**

Please note that if you answer 'No' to this question and subsequently are named as a PI, co-PI or Key Personnel on a PHS or PHS flow-through proposal, you must revise your disclosure and complete this section of the disclosure with a 'Yes' answer **before proposal submission**. PHS rules prohibit submission of proposals without appropriate financial conflict of interest (FCOI) disclosures for all persons named as Key Personnel on the proposals.

If you answer "Yes" to 2, please proceed to 2A. If you answer "No", proceed to question 3.

- No
- Yes

**2A. In the last 12 months, have you, your spouse, domestic partner, or dependent children received income (salary, payment for services, income related to intellectual property rights), or reimbursed travel expenses from, or do you (they) have an equity interest in, a non-ISU entity or entities (either publicly or non-publicly traded) whose activities are, or could reasonably appear to non-experts as being, related to your ISU responsibilities?**

If you answer "Yes" to 2A, please proceed to 2B. If you answer "No", you may skip to Section III.

- No
- Yes

**2B. Does the collective value of your, your spouse's (or domestic partner's), and your dependent children's salary or payment for services for the previous 12 months, plus the value of your collective equity interest, income related to intellectual property rights, and reimbursed travel expenses exceed \$5,000 for any ONE non-ISU entity?**

- Please note that you are NOT required to disclose income from investment vehicles such as mutual funds and retirement accounts, as long as you do not directly control the investment decisions made in these vehicles.
  - Payment for services includes payments not otherwise identified as salary (e.g., consulting fees, honoraria).
  - Equity interest includes any stock, stock option, or other ownership interest, as determined through reference to public prices or other reasonable measures of fair market value.
  - Intellectual property rights and interests count toward the \$5,000 received from the entity upon receipt of income related to such rights and interests, UNLESS you are receiving royalties from intellectual property assigned to ISURF.
  - You are NOT required to disclose salary or other payment for services from ISU.
- No  
 Yes

**2Bi. What is the legal name of the entity or entities?** Avoid abbreviations when possible.

**2Bii. What are the activities of the entity or entities? Describe how such activities relate to, are similar to, and/or differ from your ISU responsibilities.**

**2C. Do you, your spouse, domestic partner or dependent children have an equity interest in a non-publicly traded entity (or entities) (e.g. stock, stock option, or other ownership interest)?**

**Note:** ANY equity interest in a non-publicly traded entity, no matter how small, constitutes an equity interest. Equity interest includes any stock, stock option, or other ownership interest.

- No  
 Yes

**2Ci. What is the legal name of the entity or entities?** Avoid abbreviations when possible.

**2Cii. What are the activities of the entity or entities? Describe how such activities relate to, are similar to, and/or differ from your ISU responsibilities.** If you already answered this question for this entity or entities in 2Bii, simply write "See 2Bii".

### **III. Management Roles Not Related to ISU Responsibilities**

---

This section seeks to determine whether you have any management roles that are not related to your ISU responsibilities. Such roles do not usually create conflicts of interest, but may create conflicts of commitment that need management.

**3. Do you have a management role in any non-ISU entities, other than any you have listed already in Section I? That is, do you have a management role or roles *not* reasonably perceived as being related or similar to your ISU responsibilities? Include only roles in external business activities. Strictly personal activities, such as managing your child's soccer team, do not need to be disclosed.**

Examples of external business activities that could fit in this category include:

- Owning or managing a business, the success of which would not be expected to be impacted by the outcomes of your ISU research or scholarly activities
- Owning or managing a business, the success of which would not be expected to be impacted by the decisions you make in your ISU role
- Managing a family farm

- No  
 Yes

#### **IV. Consulting**

---

This section seeks to determine whether you are involved in consulting other than that reported above in sections I or II.

Consulting, as defined by Iowa State University's Conflicts of Interest and Commitment Policy, means professional services to a non-ISU entity that are **not** a part of your 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 your ISU position responsibilities.

Professional services to a non-ISU entity that are a part of your 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 ISU time and only incidental use of ISU 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 for a non-ISU entity, outside of your ISU role, other than consulting involving a significant financial interest as disclosed in Section I or II?**

- No  
 Yes

## V. Service to Government and Associations

---

ISU encourages and often expects faculty and professional employees to be involved with non-ISU 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. This section seeks to determine whether you are engaged in such activities.

**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?** *Please include any involvement ISU expects of your position responsibilities, excluding involvement in private enterprise. Do not list routine, short term activities such as service on grant review panels or academic departmental review panels.*

- No  
 Yes

## VI. Work for Iowa Department of Transportation

---

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

- No  
 Yes

## VII. Vendors

---

**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 or donate equipment, supplies or services to Iowa State University?**

- No  
 Yes

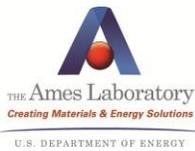
## VIII. Other Situations, Affiliations or Employment

---

**8. Do you have any other situations, external activities, affiliations or employment that could be perceived to be a conflict of interest or commitment?**

Examples include:

- A full, part-time, or unpaid affiliation with another academic or research institution involving on-going faculty or faculty-like responsibilities (research, graduate student supervision, teaching or outreach). You do not need to disclose short-term, one-time events, such as service on a departmental review panel.
- Full or part-time employment by any entity not already reported in this disclosure. Short-term, one-time events do not need to be disclosed.



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- Inclusion of a spouse, domestic partner or dependent child on a proposal, grant, contract, or subcontract.
- A situation at ISU in which you could appear, in your ISU role, to supervise a spouse, domestic partner or dependent child.

Note: It is a potential conflict of interest and commitment for ISU faculty to hold a faculty or other formal relationship at another educational or research institution while still employed by ISU, even if they are not paid by the other institution. All such activities must be discussed with your department chair beforehand and must be disclosed here.

- No  
 Yes

---

**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 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.

SCHWARTZ ADAM 

**Submit**

## COIC Disclosure

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 ISU position responsibilities and who do not anticipate being listed as a PI, co-PI, or

Key Personnel on a proposal for a sponsored project. 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-ISU entities or do any consulting that might require a COIC Management Plan.

"Management role" refers to a position in a non-ISU entity with oversight over or responsibility for the entity's strategies and/or operations. Examples include president, director, scientific director, board member, line officer, etc.

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-ISU 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 ISU (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-ISU entities or do you consult or expect to consult or provide other services privately?** *Include only roles in external professional or business activities. Strictly personal activities, such as managing your child's soccer team, do not need to be disclosed.*

- No  
 Yes

## II. Service to Government and Associations

---

ISU encourages and often expects faculty and professional employees to be involved with non-ISU 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. This section seeks to determine whether you are engaged in such activities.

**2. Have you assumed or do you expect to assume a board or other managerial role for an association related to your field of expertise for which the association will compensate you in excess of \$5,000 per year (including salary, honoraria, fees, travel reimbursement) or which will use significant ISU resources, facilities or employee time other than your own?**

- No  
 Yes

## III. Other

---

**3. 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

**4. Do you have any other situations, external activities, affiliations or employment that could be perceived to be a conflict of interest or commitment?**

Examples include:

- A full, part-time, or unpaid affiliation with a non-ISU entity involving on-going responsibilities similar to your responsibilities at ISU. You do not need to disclose short-term, one-time events.
- Full or part-time employment by any entity not already reported in this disclosure. Short-term, one-time events do not need to be disclosed.
- A situation at ISU in which you could appear, in your ISU role, to supervise a spouse, domestic partner or dependent child.

- No  
 Yes

---

**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 will work with you to develop a conflict of interest and commitment management plan, if needed.

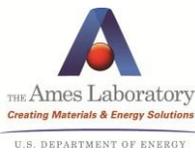
Once you submit your form, you can no longer modify it. If you need to correct or update your information, please create a new form using the "Create/Update" link.

**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.

SCHWARTZ ADAM 

**Submit**



**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**  
**Type your Program Name or Sponsored Programs**  
**Administration here**

---

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.



**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 Property<sup>1</sup> 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 program<sup>2</sup> and the ISU royalty sharing program<sup>3</sup>;
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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

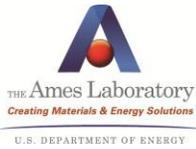
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Date

<sup>1</sup> "ISU/AMES intellectual property" is defined as discoveries, inventions, patent applications, patents, copyrights, software, technical know-how, etc. resulting from Ames Laboratory administered projects.

<sup>2</sup> Monetary awards for patent applications filed and patents issued based upon Ames Laboratory funded research.

<sup>3</sup> A share of net royalty income consistent with ISU policy and the Laboratory's Contract DE-AC02-07CH11358.





Contact Person [Debra L. Covey](#)  
Policy 10100.002 (Attachment 4)  
Pertinent COI SECTIONS of the DEAR Clauses  
(as of 12/20/2010)

Revision 4  
Effective Date 02/01/2015  
Review Date 12/01/2016

## 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) (ALTERNATE 1) (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.

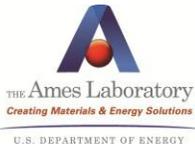
(b) Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as a prime Contractor, subcontractor, cosponsor, 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 five 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 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

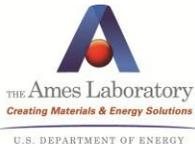
(D) release such information unless such information has previously been released or otherwise made available to the public by the Department.

(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.

(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



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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.

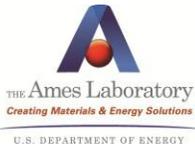
(f) Subcontracts.

(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.

(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)



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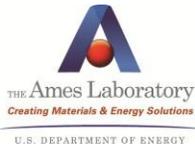
[49 FR 12042, Mar. 28, 1984, as amended at 52 FR 38425, Oct. 16, 1987 and 59 FR 66259, Dec. 23, 1994; 62 FR 40748, Jul. 30, 1997; 74 FR 36358, Jul. 22, 2009]

### **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) and managerial personnel (see 48 CFR 970.5245-1 (j)) 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 shall be subject to the approval of the Contracting Officer.
- (End of Clause) [74 FR 36358, Jul. 22, 2009]



Contact Person [Debra L. Covey](#)  
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### **970.5227-3 TECHNOLOGY TRANSFER MISSION (AUG 2002) (DEVIATION-JULY 2006)**

This clause has as its purpose implementation of the National Competitiveness Technology Transfer Act of 1989(Sections 3131,3132,3133, and 3157of Pub.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 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.

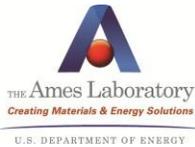
(8) Bailment means any agreement in which the Contractor permits the commercial or noncommercial transfer of custody, access or use of Laboratory Biological Materials or Laboratory Tangible Research Product for a specified purpose of technology transfer or research and development, including without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

(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



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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 SPP 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;

(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;

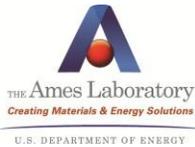
(9) Notify non-Federal sponsors of SPP activities, or non-Federal users of user facilities, of any relevant Intellectual Property interest of the Contractor prior to execution of SPPs or user agreements; and

(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  
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(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);

(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:

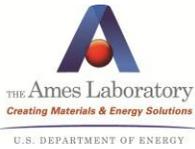
(A) Such employee, or the spouse, child, parent, sibling, or partner of such employee, or an organization (other than the Contractor) in which such employee serves as an officer, director, trustee, partner, or employee --

(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



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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