MODEL
COVERED EMPLOYEE PARTICIPATION AGREEMENT

As a participant in the _____, you are a "covered employee" (contractor employee or subcontractor self-employed individual performing an acquisition function that is closely associated with inherently governmental functions) under FAR 3.11 and FAR 52.203-16. You are required to protect the confidentiality of information and avoid personal conflicts of interest.

This agreement must be read, understood, and agreed to before you begin any activities.

1. Confidentiality of Information.

   Certain information you prepare or receive in the course of your participation will be non-public information that must be safeguarded. Non-public information means any Government or third-party information that:

   a. Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive Order or regulation; or
   b. Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

   Non-public information would include proposal information, pricing, review materials, evaluation information, review group discussions, program and project related information, personally identifiable information and proprietary information of third parties, including but not limited to information regarding properties, formulae, structures, manufacturing processes, and test results.

   You are required to sign a non-disclosure agreement that prohibits you from disclosing non-public or proprietary information. **Any questions on confidentiality of information should be directed to your employer/contractor.**

   _____ (initial) *I agree to maintain a high degree of physical security over non-public information at all times. When the non-public information is no longer needed for my participation, I will either return it as requested or immediately destroy it.*

   _____ (initial) *I will use non-public information strictly for purposes of my participation in the activity designated above and will not use it for personal gain. I will not discuss or otherwise disclose non-public information to anyone who is not authorized to receive it.*

2. Personal Conflict of Interest

   It is essential that all actions be conducted impartially so there is no public doubt about the propriety and fairness of government programs and operations. You would have a personal conflict of interest in a situation where a financial interest, personal activity, or relationship could impair your ability to act impartially and in the best interest of the Government. Among the sources of personal conflicts of interest are:

   - Financial interests of you, of close family members, or of other members of your household.
   - Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and
   - Gifts, including travel

Financial interests may arise from:

- Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;
- Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);
- Services provided in exchange for honorariums or travel expense reimbursements;
- Research funding or other forms of research support;
- Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);
- Real estate investments;
- Patents, copyrights, and other intellectual property interests; or
- Business ownership and investment interests.

Any questions on conflicts of interest should be directed to your employer/contractor.

_____ (initial) *I have disclosed, all financial interests, personal activities, or relationships that could impair my ability to act impartially and in the best interest of the Government in participating in the above described activity. I will not participate until the conflict has been resolved.*

_____ (initial) *I agree that should I become aware of a personal conflict of interest or an appearance of a conflict of interest during my participation, I will immediately report the conflict to my employer/contractor and remove myself from further participation until the conflict has been resolved.*

_____ (initial) *I agree not to use my participation for purposes that are, or give the appearance of being, motivated by the desire for private gain.*

By initialing above and signing below, I acknowledge my responsibilities and obligations in regard to maintaining confidentiality of information and avoiding conflicts of interest while participating in the above-described activity. I understand that there may be disciplinary actions, civil and criminal penalties for violation of my obligations.

_____ _____

Signature Date

_____

Printed Name

_____

Printed Name of Organization