

INDIVIDUAL CONFLICTS OF INTEREST (July 2006)

(a) The Seller shall not:

(1) Under circumstances that might reasonably be interpreted as an attempt to influence the Seller in the performance of this Agreement, accept any gratuity or special favor from individuals or organizations with whom the Company is doing business, or proposing to do business, in accomplishing the work under its prime contract (See 41 U.S.C. 51-54);

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with the subcontract work (in this connection the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific developments; medical, personnel or security records of individuals; anticipated materials requirements or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

(3) Make or influence any decisions on behalf of the Company that directly or indirectly affect the interest of the Government if the Seller's personal concern in the matter may be incompatible with the interest of the Government. For example, the Seller will not:

(i) Negotiate, or influence the letting of, a subcontract with a company in which the Seller has an employment relationship or significant financial interest; or

(ii) Prepare an evaluation for the Company of some technical aspect of the work of another organization with which the Seller has an employment relationship or significant financial interest.

(b) The Seller shall disclose any incompatibilities between duties performed for the Company and the Seller's private interests and shall refer doubtful questions to the Company.