**ATTACHMENT J-16 CERTIFICATE FOR CONFLICT OF INTEREST**

**Evolve Task Order**

***<Enter Contract Number Here>***

TO: Katherine Vultaggio, Contracting Officer

THROUGH: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Project Manager

FROM: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Contractor employee)

I certify that I am not aware of any matter that might limit my ability to work on this Order and related actions in an objective and unbiased manner or which might place me in a position of a conflict, actual, potential, or apparent, between my responsibilities as a support Contractor.

In making this certification, I have considered all my stocks, bonds, and other financial interests, and employment arrangements (past, present, or under consideration) and, to the extent known by me, all the financial interests and employment arrangements of my spouse, my minor children, and other members of my immediate household.

If, after the date of this certification, any person, firm, or other organization with which, to my knowledge, I (including my spouse, minor children, and other members of my immediate household) have a financial interest, or with which I have (or had) an employment arrangement, becomes involved in the requirement I am responsible for, I will notify the Contracting Officer of this apparent conflict of interest. In such case, until advised to the contrary, I will not participate further in any way (by rendering advice and making recommendations on the applicable Order and/or related action.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor employee (Signature) Date

**NON-DISCLOSURE AGREEMENT**

***Non-disclosure Agreement between Department of State and Contractor Employee or Other External Entity Granting Conditional Access to Sensitive but Unclassified Information***

**Order Number:**

**Title: Department of State, Administrative Services**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby consent to this agreement in consideration for my being granted conditional access to certain United States Government documents or materials containing sensitive but unclassified information. I understand and agree to the following terms and conditions:

1. *Sensitive but unclassified information* is any information, the loss, misuse, or unauthorized modification of which could adversely affect the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under Title 5 U.S.C. paragraph 552a, but which has not been specifically authorized to be kept secret in the interest of national defense or foreign policy.
2. Upon the execution of this agreement, I may be granted conditional access to sensitive but unclassified information. This information concerns the Department of State and other Governmental agencies. Information may be in the form of system data, files and records, Order data, analyses, memos, meeting content, conversations, or any other form. The sole purpose of this access is to assist in the support of this requirement.
3. I will not use, release, or disclose any sensitive but unclassified information or data, in any form whatsoever, to any person or entity except as is necessary to perform the duties under the above-cited Order or except as authorized by the Contracting Officer or the Contracting Officer’s Representative. I will not take, alter, or convert such information to any use not specifically authorized under the Order or this agreement.
4. I will not seek access to non-public information beyond what is required for the performance of my duties under the above-cited Order.
5. I will ensure that my status as a Contractor employee is known when seeking access to and receiving non-public information.
6. I will protect sensitive but unclassified information in accordance with the provisions of 18 U.S.C. 1905 (Trade Secrets Act), 5 U.S.C. 552 (Privacy Act of 1974), P.L. 104-294 (Economic Espionage Act of 1996), P.L. 103-339 (Counterintelligence and Security Enhancement Act of 1994), and other pertinent laws and regulations governing the confidentiality of privileged information. If I become aware of any improper use, release or disclosure of non-public information, I will advise the Contracting Officer as soon as possible.
7. I will surrender any written or electronic non-public information given to me pursuant to this agreement, including my own notes, upon completion or termination of my duties under the above-cited Order, or upon the request of the Contracting Officer, Contacting Officer’s Representative, or my supervisor.
8. Unless and until I am provided with a written release from this agreement, all conditions and obligations contained herein apply both during my period of conditional access and at all times thereafter.
9. I will submit any book, article, column or other written work for general publication that is based upon any knowledge that I obtained pursuant to this agreement to the Department of State for security review, prior to submission for publication, to ensure that no sensitive but unclassified information is disclosed.
10. I hereby assign to the United Stated Government all royalties and remuneration that has resulted or will result from any use, release or disclosure that is inconsistent with this agreement.
11. I understand that any unauthorized use, release or disclosure of non-public information in violation of this agreement may subject me and/or my employer to administrative, civil, or criminal remedies as may be authorized by law.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name and Title: *XXXXXXX* *XXXX*

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reviewed

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IRM/BMP/ITA/CM Representative Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contracting Officer’s Signature Date

**PROVIDE A SIGNED COPY TO CONTRACTING OFFICER**

**PRIOR TO COMMENCEMENT OF WORK**