Organizational Conflict of Interest

Brief

| Title: Organizational Conflict of Interest | Publication date: 11/28/2012 | Effective date: 10/20/2010 |

BRIEF

Policy Summary

Berkeley Lab must not be biased because of its financial, contractual, organizational, or other interests, and must not obtain any unfair competitive advantage over other parties by virtue of its performance of work.

Who Should Read This Policy

This policy applies to all employees.

To Read the Full Policy, Go To:

The POLICY tab on this wiki page

Contact Information

Research and Institutional Integrity Office
RIIO@lbl.gov

Policy

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POLICY

A. Purpose

The University of California (UC), as operator of Lawrence Berkeley National Laboratory (Berkeley Lab), conducts its activities in a manner that avoids actual, potential, perceived, or apparent conflicts of interest on the part of UC as an institution. This conduct is consistent with the requirements of Contract 31, Clause I.66, Organizational Conflicts of Interest. Broadly stated, the requirements of Contract 31 are intended to ensure that Berkeley Lab (1) is not biased because of its financial, contractual, organizational, or other interests related to the work performed under the contract; and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of that work.

B. Persons Affected

This policy applies to all employees.

C. Exceptions

None

D. Policy Statement

1. Restrictions on Work Involving Prior Work Product
a. During the performance of Contract 31, and for five years after its completion, the Laboratory is ineligible to participate in any Department of Energy (DOE) contracts, subcontracts, or proposals (solicited and unsolicited) that stem directly from the Laboratory's performance of work under Contract 31.

b. The Laboratory may not perform any advisory and assistance work under Contract 31 on any of its products or services (or the products or services of another firm that it has been substantially involved in developing or marketing), unless directed to do so in writing by the DOE contracting officer. This does not preclude the Laboratory from competing for follow-on contracts for advisory and assistance services.

c. The Laboratory is ineligible to perform or participate in any capacity in any contractual effort based on a complete or essentially complete statement of work or specifications it prepares for use in a competitive acquisition, unless directed in writing by the DOE contracting officer to incorporate its products or services into the statement of work or specifications. However, the Laboratory can offer and sell any of its standard and commercial items to the government.

2. Restrictions on Use of Information

a. A number of restrictions limit use of information to which Berkeley Lab has access by virtue of performing work under the contract. Examples are DOE plans, policies, reports, studies, financial plans, Privacy Act information, or data not released or otherwise available to the public. Unless the Laboratory has prior written approval of the DOE contracting officer for using such information, it shall not:

- Use it for any private purpose unless it has been released or otherwise made available to the public
- Use it to compete for work for DOE until six months after either the information has been released or otherwise made available to the public, or the completion of Contract 31, whichever is first
- Use it as the basis for an unsolicited proposal to the government until one year after the information is released or otherwise made available to the public
- Release it unless DOE has released or otherwise made the information available to the public
- Treat proprietary data, Privacy Act information, or other confidential or privileged technical, business, or financial information contrary to any restrictions placed on it

1. However, the Laboratory can use technical data it first produces under Contract 31 for its private purposes consistent with the patent, rights in data, and security provisions of Contract 31.

2. All requests for waivers of organizational conflict of interest must be submitted to the DOE contracting officer in writing; Berkeley Lab's Research and Institutional Integrity Office will coordinate such requests.

E. Roles and Responsibilities

Berkeley Lab and UC management will perform its responsibilities set forth in this policy, including ensuring that appropriate restrictions are included in Laboratory subcontracts and that DOE is informed, as necessary, of particular circumstances to be reported under requirements set forth in this policy. Laboratory management also is responsible for advising DOE, immediately and fully in writing to the contracting officer, if any changes, including additions, occur to the facts disclosed prior to the award of Contract 31 that bear on organizational conflicts of interest. Laboratory employees at all levels must comply with the requirements of this policy, and inform their supervisors and division directors if they know of any circumstances that may be inconsistent with these requirements.

F. Definitions/Acronyms

None

G. Recordkeeping Requirements

None

H. Implementing Documents

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<td>OSPIP Proposal Checklist</td>
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I. Contact Information

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RIIO@lbl.gov

J. Revision History
Organizational Conflict of Interest

Document Information

<table>
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<tr>
<th>Date</th>
<th>Revision</th>
<th>By whom</th>
<th>Revision Description</th>
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Policy Area: Organizational COI

RPM Section (home): Conflict of Interest

RPM Section (cross-reference): Section 10.15

Functional Division: Operations

Prior reference information (optional): RPM Sections 10.15 and 11.38(C)/9

Source Requirements Documents

Contract 31, Clause I.66 — DEAR 952.209-72, Organizational Conflicts of Interest

Implementing Documents

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OSPIP Proposal Checklist

Budget Office Checklist

OCI Pre-Procurement Fact Sheet