

REVIEWER CONFLICT OF INTEREST AND CONFIDENTIALITY
CERTIFICATION FOR PEER REVIEWERS

1. Confidentiality of Documents and Restriction on Contact

I understand that _____ applications for proposed awards are made available to reviewers solely for the purpose of reviewing those applications against the published evaluation criteria for the financial assistance program.

I agree not to discuss the contents of the applications outside the Department during or after the review process, and to discuss the proposals within the Department only with the other reviewers and Department staff members and in the context of, and under the procedures for, application review. I agree to follow the written instructions provided by the Department for the completion of review forms. I agree to retain no copies of documents or parts of documents related to review.

I further agree not to contact the originators of applications being reviewed concerning any aspect of their contents. In addition, I agree not to use any information obtained as result of my participation as a panel member for personal or private gain.

As required by 5 U.S.C. § 2302(b)(13) and the annual Appropriations Act, these provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General or the Office of Special Counsel of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling. This agreement shall not be construed to prohibit or restrict an employee or applicant for employment from disclosing to Congress, the Special Counsel, the Inspector General of an agency, or any other agency component responsible for internal investigation or review any information that relates to any violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or any other whistleblower protection.

2. Conflict of Interest

I hereby certify that, to the best of my knowledge, I do not have a conflict of interest and that my particular circumstances are not likely to raise the appearance of a conflict of interest, impropriety, or the appearance of impairment of objectivity with respect to any application I am asked to review or comment on.

For purposes of this agreement, I understand that a financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with an applicant. An appearance of impairment of objectivity could result from, an organizational conflict where, because of other activities relationships with other persons or entities, a person is unable or potentially unable to render impartial assistance or advice to the Government. It could also result from non financial gain to the individual, such as benefit to reputation or prestige in a professional field.

I also recognize that I will be considered to have a financial or other interest, and therefore a conflict of interest, if any of the following have a financial or other interest in the application I am asked to review or comment on:

- (1) I, my spouse, minor child, or general partner.
- (2) A profit or non-profit organization in which I serve as an officer, director, trustee, general partner, or employee; or
- (3) Any person or organization with which I am negotiating or have an arrangement concerning employment, including consultantship or a past employer (within the last year).

I recognize that this certification is a continuing representation. I acknowledge that it is in effect at all times until I have completed all of the work preformed by me under this agreement.

If I discover that I might have a conflict of interest, might present a conflict of interest, or might have an appearance of impairment of objectivity with any application with the competition, I will immediately inform the appropriate Program official and refrain from further Work as a reviewer until authorized to continue.

I also understand that my views as a peer reviewer will be protected from disclosure to the extent permitted by law.

PRINTED NAME	SIGNATURE	DATE