

**NATIONAL INSTITUTE OF GOVERNMENTAL PURCHASING
NIGP COUNCIL CONFIDENTIALITY AND
CONFLICT OF INTEREST DISCLOSURE FORM**

Council Member: _____ (“you” or
“your”)

Council Member’s Employer: _____ (your
“Employer”)

Council Name: _____ (the “Council”)

The National Institute of Governmental Purchasing (“NIGP”) appreciates your dedication to the procurement industry as demonstrated by your willingness to serve on the Council. We trust that you will find your service to be rewarding and look forward to working with you during your term on the Council. In order to be certain that this Council (and, indeed, all councils and committees of NIGP) can carry out its tasks with maximum effectiveness and minimal risk to NIGP, we require that each Council member sign the following confidentiality and conflict of interest disclosure form. Please do not hesitate to contact Rick Grimm, Chief Executive Officer, if you have any questions or concerns about this document.

Confidentiality

In connection with your Council service, you may be given or have access to confidential information of NIGP or third parties (“Confidential Information”). Confidential Information is all information that NIGP considers to be confidential or proprietary information of NIGP or third party sources. Confidential Information may include, but is not limited to, information regarding the organization, operations, programs, activities, policies, procedures, practices, financial condition, trade secrets, membership lists, and standards of NIGP, its members, or third parties. Confidential Information also may include, but is not limited to, unpublished or pre-release versions of NIGP standards, examinations, white papers, and other documents and information, or internal-use-only or limited-circulation documents and information. You covenant and agree that you will not disclose or permit to be disclosed any Confidential Information, and that you will not appropriate, photocopy, reproduce, or in any fashion replicate any Confidential Information without the prior written consent of NIGP. You agree that any disclosure of Confidential Information in violation of this agreement shall cause immediate and substantial damage to NIGP and to any parties that provided the Confidential Information to NIGP. You agree to use reasonable efforts to maintain the confidentiality of the Confidential Information. You also agree not to use any Confidential Information for your own benefit or

that of your Employer unless authorized in advance in writing by NIGP. Confidential Information shall not include information that you rightfully obtain from a third party without comparable restrictions on disclosure or use.

Conflict of Interest

The Council must act at all times in the best interests of NIGP and not for personal or third-party gain or financial enrichment. When encountering potential conflicts of interest, Council members shall identify the potential conflict and, as required, remove themselves from all discussion and voting on the matter.

To help avoid any conflicts of interest, on this form you are disclosing ownership or other proprietary interests, responsibilities, circumstances, or other reasons why you (or, by extension, any member of your family) might have an actual, apparent or potential conflict of interest with your duty to NIGP, both with respect to the conflicts prohibited above and any others. You hereby invite further review by NIGP of any aspects of these circumstances that might be considered appropriate. In addition, you agree to take other steps, such as avoiding deliberation and resolution of certain issues or even withdrawing from your membership on the Council, if it is determined that such steps are necessary to protect the integrity of the Council and avoid the breach of your fiduciary duty to NIGP. Finally, during such time as you continue to serve on the Council, you agree to notify the NIGP Executive Director promptly if and when you determine that any additional actual, apparent or potential conflicts of interest with your duty to Council arise subsequent to the execution of this form. Please check and/or complete the appropriate section below:

_____ Actual, apparent or potential conflicts:

_____ There are no actual, apparent or potential conflicts.

* * * * *

You acknowledge and agree that your selection for service on the Council and the opportunities made available to you by serving on the Council constitute good and valuable consideration for entering into this Agreement, the receipt and sufficiency of which you hereby acknowledge.

Signature: _____

Name: _____

Title: _____

Date: _____