



Attachment N

Code of Conduct/Confidentiality/Conflict of Interest Form Small Business Development Center (SBDC) Program Funded Staff

First Name	MI	Last Name
Work phone		Home phone
Cell phone		Email
Address		
City	State	Zip

I. Code of Conduct/Confidentiality/Conflict of Interest:

I _____ (name) understand and agree that, as a condition of my position at _____ (institution) being funded by the SBDC Program, will adhere to the following statements. I:

A. Code of Conduct

1. **WILL NOT** solicit or accept, or appear to solicit or accept, any gift, loan, reward, equity in business, compensation or other monetary remuneration, promise of future employment, favor, or preferential service from any SBDC client;
2. **WILL NOT** knowingly make any false oral or written statement concerning a Small Business Development Center client;
3. **WILL NOT** knowingly make any false oral or written statement concerning the SBDC Program, my SBDC duties, including but not limited to, counseling records or reported measures;
4. **WILL NOT** use SBDC Program equipment, supplies, research tools, or other resources for any non SBDC Program activity;
5. **WILL NOT** provide SBDC Program services to any restricted client or business as outlined in the CY 2022 cooperative agreement between SFCC and my institution;

B. Confidentiality

1. **WILL NOT** release the client's name, address, telephone number or email address to any person or entity, including my institution, outside the SBDC Program, other than the Small Business Administration (SBA), without written permission of the client;
2. **WILL NOT** release information about any client's relationship with the SBDC Program, or any information about the business or personal matters of any client to any person or entity, including my institution, outside the SBDC Program, other than the



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Small Business Administration (SBA), without written permission of the client;

3. **WILL NOT** store any client information in any location outside of the Neoserra system;
4. **WILL NOT** share my Neoserra password or research tools' passwords with anyone;
5. **WILL** treat all client information available to me and not readily available in the public domain as confidential during and after my involvement with the SBDC, and will only use this information as it relates to my working with the SBDC;
6. **WILL** promptly report cybersecurity breaches or Neoserra access phishing attempts to NMSBDC Lead Center Database Analyst;

C. Conflict of Interest

1. **WILL NOT** recommend to a client the purchase of goods and/or services from a firm in which I have a material, financial interest or represent;
2. **WILL NOT** accept fees, commissions, gifts or other favors from third parties who have supplied goods and/or services on my recommendation to SBDC Program clients;
3. **WILL NOT** solicit the private engagement of my services to a client at any time during the term of the client's relationship with the SBDC Program or my involvement with the SBDC network;
4. **WILL NOT** enter into any agreement, contract, or partnership directly or indirectly with any SBDC past or current client;
5. **WILL NOT** have any personal gain, remuneration or pecuniary interest in a past or current SBDC client;
6. **WILL NOT** utilize SBDC Program material, equipment or property or publications, or other documents which were developed or prepared with SBDC Program funds for personal use or other unauthorized use not related to SBDC Program services;
7. **WILL NOT** refer clients to outside business endeavors in which I or my immediate family members have financial interests;
8. **WILL NOT** accept compensation for my services without following the policies of my institution and the approval of the SBDC Executive State Director;
9. **WILL** assure that any proposed or current outside activity with the potential of creating a conflict of interest will be disclosed below in II or in writing and in advance to the SBDC Executive State Director (or his/her designated person), advising of the nature of



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said activity and any potential for conflict of interest which might arise and await approval from the Executive State Director prior to beginning.

II. Disclosure of actual or potential conflicts of interest:

III. Acknowledgment:

I have read the Code of Conduct/Confidentiality/Conflict of Interest Form set forth above and agree to comply fully with its terms and conditions at all times during my service with the SBDC Program for calendar year 1/1/22 – 12/31/22. If at any time following the submission of this agreement I become aware of any actual or potential conflicts of interest, or if the information provided below becomes inaccurate or incomplete, I will promptly notify the SBDC Lead Center in writing; and

It is further understood that if any of the above conditions are violated during my term as an SBDC Program funded staff member, it may be grounds for removal of any involvement in the SBDC Program.

Date

SBDC Program funded staff member

Date

SBDC Service Center Director/or Host Supervisor

This completed form is required to be forwarded to your assigned Associate State Director no later than January 15 or within 14 days of hire date.

Date

Assigned Associate State Director