## ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE Lawrence Livermore National Security, LLC

The University of California hereby discloses to the Lawrence Livermore National Security, LLC, and to the Government, the following:

(1) The University of California is a multi-campus public institution of higher education and research. Each year it is awarded hundreds of contracts and grants from various federal agencies and private research sponsors.

In particular and with regard to the scope of work pertinent to the instant proposed subcontract, the University is a Member of Lawrence Livermore National Security, LLC (LLNS), which was awarded DOE/NNSA Contract No. DE-AC52-07NA27344 for the management and operation of Lawrence Livermore National Laboratory effective October 1, 2007.

Information regarding the University's participation as a Member of LLNS and in the work performed at LLNL can be obtained from University Vice President for Laboratory Management S. Robert Foley. Information on the University's participation in other federal contracts and grants can be obtained from William Tucker, University Director of Office the Technology Transfer/Research Administration. The address for each is: University of California, 1111 Franklin Street, Oakland, California 94607.

(1) The University observes all federal contractual requirements regarding the avoidance of conflicts of interest with regard to Contract No. DE-AC52-07NA27344 and the instant proposed subcontract, as well as with regard to its other federal contracts and grants. Pursuant to federal policies and contract requirements as well as the University's own internal policies and practices, University employees are forbidden to use proprietary or privileged governmental information to obtain an unfair advantage in the preparation of competitive proposals.

(2) University employees, whether at a campus or at another DOE laboratory managed by the University, frequently are asked to participate in "peer reviews" of research activities by other University employees or employees of other DOE contractors. The affiliation of all peer review members is fully disclosed and the peer review teams typically include individuals not affiliated with the University.

(3) University employees are occasionally assigned to federal agencies including DOE under the Intergovernmental Cooperation Act or other temporary organizational arrangements. As part of those assignments, University employees are expected to act with integrity and are required to comply with all laws and regulations relating to procurement integrity, organizational and personal conflicts of interest, competition in contracting, and the use and dissemination of proprietary, procurement sensitive and source selection information.

(4) In the interest of fostering academic ties, the University and LLNS occasionally enter into interpersonnel exchange agreements for the temporary assignment of their respective employees to each other's location. As part of those assignments, University employees are expected to act with integrity and are required to comply with all laws and regulations relating to procurement integrity, organizational and personal conflicts of interest, competition in contracting, and the use and dissemination of proprietary, procurement sensitive and source selection information. In federal fiscal

year 2007, the University received approximately 74 transactions for laboratory employees assigned at University locations, for an approximate total of \$2,241,000, and approximately 6 transactions for University employees assigned at the Laboratory, for an approximate total of \$431,100.

(5) The University occasionally receives subcontracts from LLNS, primarily for the performance of a portion of research under LLNS prime contracts. In fiscal year 2007, the University processed a total of approximately 80 such transactions, totaling approximately \$4,125,600.

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I, \_\_\_\_\_\_ of the University of California, \_\_\_\_\_\_ campus (Name and Title)

hereby certify that, to the best of my knowledge and belief, no actual or potential conflict of interest or unfair competitive advantage exists with respect to the instant proposed subcontract by virtue of the University's LLNS Membership, and that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated as part of the statement set forth above.

Signed:

Date:

Name and Title

Address