

# CONFLICT OF INTEREST/NON-DISCLOSURE AGREEMENT FORM

## Conflict of Interest Policy

No person who is a Contractor employee, Sub-contractor employee, or agent or consultant, and who performs or has performed any functions or responsibilities with respect to Wisconsin Home Energy Plus (HE+) Program Contract activities, may obtain a personal or financial interest or gain an unfair advantage of the program. This does not preclude any individual from applying for the Home Energy Plus programs. Furthermore, the same person may not have an interest in any HE+ Program related contract or subcontract, or HE+ Program related proceeds, either for themselves or those with whom they have family or business ties, during their tenure. Receipt of earnings from the HE+ Program by employees shall not be considered a conflict of interest, but otherwise employees of the HE+ Program and shall be fully bound by the requirements of this Policy. Upon request, the Department may make exceptions to this requirement after full disclosure and where the Department determines, in consultation with federal agencies if necessary, that such an exception is in the best interest of the State and is not contrary to state or federal laws.

## Confidential/Non-Disclosure Agreement

This Agreement is entered into by the Wisconsin Home Energy Plus Program Employee and possesses certain data and customer information relating to Wisconsin's Home Energy Plus Programs that is confidential, and proprietary.

**WHEREAS** the employee is willing to receive disclosure of the sensitive data pursuant to the terms of this Agreement for the purpose of program delivery and operations related to benefits to customers and participants of Wisconsin's Home Energy Plus Programs;

NOW THEREFORE, in consideration of the foregoing premises, employee agrees as follows:

- **Disclosure.** Access the Sensitive Data responsibly.
- **Exchange of Data.** Sensitive data may be exchanged between authorized employees, only as it is a benefit to the Wisconsin Home Energy Plus Program and performed in a manner consistent with the Wisconsin's Home Energy Plus Program's Policies for Handling Sensitive Data.
- **No Use.** Employee agrees not to use the Sensitive Data in any way other than the specific purpose associated with the service or product, or to manufacture or test any product containing Sensitive Data, except for the purpose set forth above.
- **No Disclosure.** Employee agrees to use its best efforts to prevent and protect the Sensitive Data, or any part thereof, from disclosure to any person other than the Employee. Any Employee having a need for Sensitive Data disclosure shall complete a Confidential/Sensitive Data Non-Disclosure Agreement.
- **Protection of Confidentiality.** Employee agrees to take all steps reasonably necessary to protect the confidentiality of the Sensitive Data, and to prevent the Sensitive Data from falling into the public domain or into the possession of unauthorized persons. Employee agrees to use the data in compliance with policies set forth in the Wisconsin Weatherization Assistance Program Manual, and the Wisconsin Home Energy Assistance Program and Operations Manual.
- **Term and Termination.** The obligations of this Agreement shall be continuing until the Sensitive Data disclosed to Employee is no longer confidential.
- **Survival of Rights and Obligations.** This Agreement shall be binding upon, and be enforceable by its successors and assigns.

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Employee Signature

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Dated

\_\_\_\_\_  
Employee Print Name