Form Approved: OMB No. 3209-0007

(Revised 9/2013)

U.S. OFFICE OF GOVERNMENT ETHICS

Model Qualified Blind Trust Provisions

[For use in the case of an irrevocable pre-existing trust]

The model qualified blind trust agreement contained in this memorandum is made available by the U.S. Office of Government Ethics to attorneys for their use in drafting proposed trust agreements to be submitted for certification pursuant to section 102(f)(3) and (7) of the Ethics in Government Act of 1978 (Pub. L. 95-521, as amended) and subpart D of 5 C.F.R. Part 2634. (Note especially, 5 C.F.R. § 2634.409.) Under the statutory scheme, a trust agreement is not permitted to be recognized as creating an efficacious blind trust arrangement for any purpose under Federal law unless it had been certified by the Office prior to its execution. Proposed trust drafts submitted to the Office for consideration must adhere to the language of the model except to the extent, as agreed to by the U.S. Office of Government Ethics, that variations are required by the unusual circumstances of a particular case. The fiduciaries' certificates of independence must be executed in the exact form indicated.

It is strongly recommended in any case in which the use of a blind trust is contemplated that the Office be consulted as early as possible. Prospective trustees or their representatives should schedule an appointment with the staff of the U.S. Office of Government Ethics for an orientation to the specialized procedures and requirements which have been established by law with respect to blind trust administration prior to the certification of the trust. As a condition of approval by the Office, prospective trustees must exhibit a familiarity with and commitment to the specialized nature of blind trust administration.

For further information, contact the U.S. Office of Government Ethics directly: telephone 202-482-9300, fax 202-482-9237.

TRUST AGREEMENT THIS TRUST AGREEMENT is made and entered into this		
	_, hereinafter called the First Interested Party;	
Alice Alpha [note: his mother], whose mailing	ng address is	
hereinafter called the Additional Interested Pa	arty; such First and Additional Interested Parties	
hereinafter collectively called the Interested P	Parties; Betty Beta [note: former wife of deceased	
father], whose mailing address is	, hereinafter	
called the Additional Beneficiary; George Ga	mma [note: his uncle], whose business address is	
	, hereinafter called the Interested	
Trustee of the Underlying Trust; Delta Nation	al Bank, whose business address is	
, hereinafter called the		
Corporate Trustee of the Underlying Trust; and Epsilon National Bank, whose business address		
is, hereinafter called the Trustee under		
this Agreement; such Corporate Trustee of the Underlying Trust and Trustee under this		
Agreement hereinafter collectively called the	Independent Fiduciaries.	
WIT	NESSETH	
FIRST Interested Party has been appoint	inted by the to the	
position of of the	[department or agency],	
with respect to which appointment the	has given its advice and consent. To avoid	
any conflict of interest, or appearance of any such conflict, which may arise from his duties and		
powers in such office and any other office to which he may subsequently be appointed to the		
extent provided for by section 102(f)(4) of the Ethics in Government Act of 1978 (Pub. L. 95-		
521, as amended) [hereinafter referred to as the "Act"], the Parties hereby agree pursuant to		
section 102(f)(7) of the Act that the Trust Unc	der the Will of George Alpha for the primary	

benefit of the First Interested Party in which – (i) the Additional Interested Party has a life estate,

- (ii) the Additional Beneficiary has a life estate, (iii) the Interested Trustee of the Underlying
- 3 Trust is the individual trustee, and (iv) the Corporate Trustee of the Underlying Trust is the

4 corporate trustee, hereinafter called the Underlying Trust shall be administered as described

5 herein.

The Independent Fiduciaries are eligible entities as specified in paragraph (a) of 5 C.F.R. § 2634.405 that meet the requirements of paragraph (c) of that section. The existence of any other banking or client relationship between any interested party and the Independent Fiduciaries is disclosed in annexed Schedule A, and no other such relationship shall be instituted without the prior written approval of the Director of the U.S. Office of Government Ethics.

First Interested Party, therefore, hereby delivers to the Trustee under this Agreement, and such Trustee hereby acknowledges receipt of, the property listed in annexed Schedule B, subject to the provisions of this Trust and the Act, and regulations promulgated thereunder, and other applicable Federal laws, Executive orders, and regulations.

Further, the Corporate Trustee of the Underlying Trust hereby certifies that the list of the property held in the Underlying Trust as of the date of this Agreement is accurately reflected in the annexed Schedule C; and therefore, the Independent Fiduciaries hereby agree that such property is to be held and administered subject to the provisions of this Agreement, the powers conferred on fiduciaries by the Underlying Trust which are hereby adopted as powers of the Trustee under this Agreement, the Act, and regulations promulgated thereunder, and other applicable Federal laws, Executive orders, and regulations.

The primary purpose of this Agreement is to confer on the Independent Fiduciaries the sole responsibility to administer the trust and to manage trust assets without the participation by, or the knowledge of, any interested party or any representative of an interested party. This includes the duty to decide when and to what extent the original assets of the trust are to be sold or disposed of and in what investments the proceeds of sale are to be reinvested. Accordingly, the parties agree as follows:

1			
2	FIRST: (A) This Agreement shall terminate upon the first to occur of the following –		
3	(1) First Interested Party's ceasing for any reason to serve as and in any other		
4	position to which he may have been subsequently appointed in the Federal Government and First		
5	Interested Party thereafter giving Trustee under this Agreement written notice directing that this		
6	Agreement be terminated; or (2) First Interested Party's death or incompetence. The period		
7	between the date of this agreement and the termination of the agreement shall be called the		
8	"Agreement Term".		
9			
10	(B) Notwithstanding Paragraph (A) of this Article FIRST, this Agreement may in		
11	addition be terminated through revocation. However, within thirty days of dissolution of the		
12	Agreement, the interested party shall file a report of the dissolution and a list of the assets held in		
13	trust under the Agreement at the time of dissolution, categorized as to value in accordance with		
14	5 C.F.R. § 2634.301(d), with the Director of the U.S. Office of Government Ethics.		
15			
16	(C) The Independent Fiduciaries and the interested parties may amend the terms		
17	of this trust agreement only with the prior written approval of the Director of the U.S. Office of		
18	Government Ethics and upon a showing of necessity and appropriateness.		
19			
20	SECOND: The Independent Fiduciaries in the exercise of their authority and discretion to		
21	manage and control the assets under this Agreement shall not consult or notify any interested		
22	party or any representative of an interested party.		
23			
24	THIRD: (A) None of the assets initially placed in Trust hereunder, as listed in annexed		
25	Schedules B and C, is prohibited as a holding by any interested party by the Act and regulations		
26	promulgated thereunder, and other applicable Federal laws, Executive orders, and regulations.		
27			
28	(B) Each asset listed in annexed Schedules B and C is free of any restriction		
29	with respect to its transfer or sale, except as fully described in such Schedules.		
30			

(C) During the Trust Term, the interested parties shall not pledge, mortgage, or 1 2 otherwise encumber their interests in the property held in trust hereunder. 3 The Independent Fiduciaries shall not knowingly and willfully, or negligently, 4 FOURTH: disclose to the public or to any interested party or any representative of an interested party any 5 information as to the acquisition, retention, or disposition of any particular securities or other 6 7 property held in trust under this Agreement and the Underlying Trust; except that, the Trustee under this Agreement shall promptly notify the First Interested Party and the Director of the U.S. 8 Office of Government Ethics when the holdings of any particular asset listed in annexed 9 Schedule B or C have been completely disposed of or when the value of that asset becomes less 10 than \$1,000. 11 12 FIFTH: The income tax return of the trust under this Agreement shall be prepared by the 13 Trustee under this Agreement or his delegate, and such return and any information relating 14 15 thereto (other than the income of the trust under this Agreement and the Underlying Trust summarized in appropriate categories necessary to complete an interested party's tax return), 16 shall not be disclosed publicly or to any interested party or any representative of an interested 17 party. To effectuate the provisions of this Article FIFTH, the Trustee under this Agreement shall 18 19 use its best efforts to provide the interested party, promptly after the close of each taxable year of 20 the Agreement during the Agreement Term, with that information concerning the Agreement, 21 including information on income, expenses, capital gains and capital losses, which is necessary 22 for the interested party to prepare and file tax returns required by the laws of the United States 23 and the laws of any State, district or political subdivision; provided however, that in no event shall the Independent Fiduciaries disclose publicly or to any interested party or any 24 25 representative of an interested party any information whatsoever which might identify the 26 securities or other property which comprise the assets of the trust under this Agreement or the 27 Underlying Trust or identify the securities or other property which have been sold from the assets of such trusts. 28 29

1	SIXTH:	An interested party and any representative of an interested party shall not receive	
2	any report on the holdings and sources of income of the property held under this Agreement;		
3	except that the	e Trustee under this Agreement shall –	
4			
5		(A) Make quarterly reports of the aggregate market value of the assets	
6	representing s	such interested party's interest under the Agreement,	
7			
8		(B) Report the net income or loss of from the property held under this Agreement	
9	and make oth	er reports necessary to enable the interested party to complete an individual tax	
10	return require	d by law (in accordance with Article FIFTH of this Agreement), and	
11			
12	(C) Provide an annual report for purposes of section 102(a)(1) of the Act of the		
13	aggregate amo	ount of the income from property held under this Agreement that is attributable to	
14	the beneficial interest of such interested party, categorized in accordance with the provisions of		
15	such section.		
16			
17	A copy of eac	h written communication under this Article SIXTH shall be filed by the Trustee	
18	with the Director, U.S. Office of Government Ethics, within five days of the date of the		
19	communication.		
20			
21	SEVENTH:	There shall be no direct or indirect communication between an interested party or	
22	any representative of an interested party and the Independent Fiduciaries with respect to this		
23	Agreement or the Underlying Trust unless the communication is with the Trustee under this		
24	Agreement, in writing, and has the prior written approval of the Director of the U.S. Office of		
25	Government Ethics, and unless it relates only –		
26			
27		(A) To a request for a distribution of cash or other unspecified assets of the	
28	trust,		
29			
30		(B) To the general financial interest and needs of the interested party (including,	
31	but not limite	d to, a preference for maximizing income or long-term capital gain), or	

1			
2	(C) To the notification of the Trustee under this Agreement of a law,		
3	Executive order, or regulation subsequently applicable to the reporting individual that		
4	prohibits the interested party from holding an asset, which notification directs that the asset		
5	not be held by under this Agreement,		
6			
7	(D) To directions to the Trustee under this Agreement to sell all of an asset		
8	initially placed under this Agreement by an interested party that in the determination of the First		
9	Interested Party creates a conflict of interest or the appearance thereof due to the subsequent		
10	assumption of duties by the First Interested Party (but any such direction is not required).		
11			
12	A copy of each written communication under this Article SEVENTH shall be filed by the person		
13	initiating the communication with the Director, U.S. Office of Government Ethics, within five		
14	days of the date of the communication.		
15			
16	EIGHTH: The interested parties and any representative of an interested party shall not take		
17	any action to obtain, and shall take reasonable action to avoid receiving, information with		
18	respect to the holdings of, and the sources of income of, the trust under this Agreement and the		
19	Underlying Trust, including obtaining a copy of any trust or individual tax return filed by the		
20	Independent Fiduciaries or any information relating thereto, except for the reports and		
21	information specified in Article SEVENTH of this Agreement.		
22			
23	NINTH: The Independent Fiduciaries shall each file with the Director, U.S. Office of		
24	Government Ethics, by the May 15th after any calendar year during which the Agreement was in		
25	existence properly executed Certificates of Compliance in the form prescribed in Appendix B to		
26	5 C.F.R. Part 2634. In addition, the Independent Fiduciaries shall maintain and make available		
27	for inspection by the U.S. Office of Government Ethics, as it may from time to time direct, for		
28	the trust under this Agreement and the Underlying Trust, the books of account and other records		
29	and tax returns for each taxable year of the Agreement Term.		

TENTH: The Independent Fiduciaries shall not knowingly and willfully, or negligently, –

1			
2	(A) Disclose any information to any interested party or any representative of an		
3	interested party with respect to this Agreement and the Underlying Trust that may not be		
4	disclosed pursuant to any provision or requirement of Title I of the Act (and the regulations		
5	thereunder) or this Agreement,		
6			
7	(B) Acquire any holding:		
8			
9	(1) directly from an interested party or any representative of an interested party		
10	without the prior written approval of the Director of the U.S. Office of Government Ethics, or		
11			
12	(2) the ownership of which is prohibited by, or not in accordance with,		
13	Title I of the Act (and the regulations thereunder), the terms of this Agreement, or other		
14	applicable statutes and regulations;		
15			
16	(C) Solicit advice from any interested party or any representative of an		
17	interested party with respect to this Agreement or the Underlying Trust, which solicitation is		
18	prohibited by any provision or requirement of Title I of the Act (and the regulations		
19	thereunder) or this Agreement; or		
20			
21	(D) Fail to file any document required by Title I of the Act (and the regulations		
22	thereunder) or this Trust.		
23			
24	ELEVENTH: The Interested Parties shall not knowingly and willfully, or negligently –		
25			
26	(A) Solicit or receive any information with respect to this Agreement or the		
27	Underlying Trust that may not be disclosed pursuant to any provision or requirement of Title I of		
28	the Act (and the regulations thereunder) or this Agreement, or		
29			
30	(B) Fail to file any document required by Title I of the Act (and the		
31	regulations thereunder)		

1			
2	TWELFTH [Optional provision]: Subject to such amounts as the Trustee under this		
3	Agreement may from time to time reserve for the payment of such income taxes as may be due		
4	and payable under this Agreement, and for payment of expenses and compensation as provided		
5	for in this Agreement, during the Agreement Term the Trustee under this Agreement shall pay to		
6	the First Interested Party \$ at the beginning of each month.		
7			
8	THIRTEENTH: In addition to the rights, duties, and powers conferred upon the Trustee		
9	under this Agreement by law, the Independent Fiduciaries under this Agreement shall have the		
10	following powers, rights, and discretion with respect to any property held by them under this		
11	Agreement:		
12			
13	(A) To sell, exchange, or otherwise dispose of the property in such manner and		
14	upon such terms as such Independent Fiduciaries in their sole discretion shall deem appropriate;		
15			
16	(B) Except as limited by specific enumeration in this Agreement, to invest and		
17	reinvest the principal and any undistributed income, in property of any kind;		
18			
19	(C) Except as limited by specific enumeration in this Agreement, to participate in		
20	$any\ reorganization,\ consolidation,\ merger,\ or\ dissolution\ of\ any\ corporation\ having\ stocks,\ bonds$		
21	or other securities that may be held at any time, to receive and hold any property that may be		
22	allocated or distributed to them by reason of participation in any such reorganization,		
23	consolidation, merger, or dissolution;		
24			
25	(D) To exercise all conversion, subscription, voting, and other rights of		
26	whatsoever nature pertaining to any such property and to grant proxies, discretionary, or		
27	otherwise, with respect thereto;		
28			
29	(E) To elect, appoint, and remove directors of any corporation, the stock of which		
30	shall constitute property held under this Agreement, and to act through its nominee as a director		
31	or officer of any such corporation;		

1

(F) Except as limited by specific enumeration in this Agreement, to manage, control, operate, convert, reconvert, invest, reinvest, sell, exchange, lease, mortgage, grant a security interest in, pledge, pool, or otherwise encumber and deal with the property held under Agreement, for purposes of and in behalf of this Agreement to the same extent and with the same powers that any individual would have with respect to his own property and funds;

(G) Except as limited by specific enumeration in this Agreement, to borrow money from any person or corporation (including the Independent Fiduciaries hereunder) and for the purpose of securing the payment thereof, to pledge, mortgage, or otherwise encumber any and all such property for purposes of this Agreement upon such terms, covenants, and conditions as it may deem proper and also to extend the time of payment of any loans or encumbrances which at any time may be encumbrances on any such property irrespective of by whom the same were made or where the obligations may or should ultimately be borne on such terms, covenants, and conditions as they may deem proper;

(H) To register any property belonging to the trust under this Agreement in the name of its nominee, or to hold the same unregistered, or in such form that title shall pass by delivery;

(I) To abandon, settle, compromise, extend, renew, modify, adjust, or submit to arbitration in whole or in part and without the order or decree of any court any and all claims whether such claims shall increase or decrease the assets held under this Agreement;

(J) To determine whether or to what extent receipts should be deemed income or principal, whether or to what extent expenditures should be charged against principal or income, and what other adjustments should be made between principal and income, provided that such adjustments shall not conflict with well-settled rules for the determination of principal and income adjustments, or the Uniform Principal and Income Act, if in effect in the State of

1	(K) To determine whether or not to amortize bonds purchased at a premium;		
2			
3	(L) Except to the extent otherwise expressly provided in this Agreement, to make		
4	distributions in kind or in cash or partly in each and for such purposes to fix, insofar as legally		
5	permissible, the value of any property;		
6			
7	(M) To pay such persons employed by the Independent Fiduciaries to assist them		
8	in the administration of this Agreement, including investment counsel, accountants, and those		
9	engaged for in preparation of tax returns, such sums as the Independent Fiduciaries deem to be		
10	reasonable compensation for the services rendered by such persons. Such persons may rely upon		
11	and execute the written instructions of the Independent Fiduciaries, and shall not be obliged to		
12	inquire into the propriety thereof;		
13			
14	(N) No person may be employed or consulted by such Independent Fiduciaries to		
15	assist them in any capacity in the administration of the Agreement or the management and		
16	control of assets held under this Agreement, including investment counsel, investment advisers,		
17	accountants, and those engaged for assistance in preparation of tax returns, unless the following		
18	four conditions are met –		
19			
20	(1) when an interested party or any representative of an interested party learns		
21	about such employment or consultation, the person must sign the Agreement instrument as a		
22	party, subject to the prior approval of the Director of the U.S. Office of Government Ethics,		
23			
24	(2) under all the facts and circumstances, the person is determined pursuant to the		
25	requirements for eligible entities under 5 C.F.R. § 2634.405(c) to be independent of any		
26	interested party with respect to this trust arrangement,		
27			
28	(3) the person is instructed by such Independent Fiduciaries to make no		
29	disclosure publicly or to any interested party or any representative of an interested party that		
30	might specifically identify current assets held under this Agreement or those assets which have		
31	been sold or disposed of from holdings under this Agreement, and		

1			
2	(4) the person is instructed by the Independent Fiduciaries to have no direct		
3	communication with any interested party or any representative of an interested party, and that		
4	any indirect communication with an interested party or any representative of an interested party		
5	shall be made only through the Trustee under this Agreement pursuant to Article SEVENTH of		
6	this Agreement;		
7			
8	(O) Except as specifically limited in this Agreement, to do all such acts, take all		
9	such proceedings, and exercise all such rights and privileges, although not otherwise specifically		
10	mentioned in this Article THIRTEENTH, with relation to any such property, as if such		
11	Independent Fiduciaries were the absolute owners thereof, and in connection therewith to make,		
12	execute, and deliver any instruments and to enter into any covenants or agreements binding the		
13	property held under this Agreement.		
14			
15	FOURTEENTH: Notwithstanding the provisions of Article THIRTEENTH of this		
16	Agreement, the Independent Fiduciaries shall not acquire by purchase, grant, gift, exercise of		
17	option, or otherwise, without the prior written approval of the Director of the U.S. Office of		
18	Government Ethics, any securities, cash, or other property in addition to that listed in the		
19	annexed Schedules B and C, from any interested party or any representative of an interested		
20	party.		
21			
22	FIFTEENTH: The Independent Fiduciaries shall not at any time be held liable for any		
23	action taken or not taken or for any loss or depreciation of the value of any property held under		
24	this Agreement whether due to an error of judgment or otherwise where the Independent		
25	Fiduciaries have exercised good faith and ordinary diligence in the exercise of its duties such as		
26	would have been exercised by a prudent man.		
27			
28	SIXTEENTH: No Independent Fiduciary hereunder shall be required, in any jurisdiction,		
29	to furnish any bond or other security, or to obtain the approval of any court before applying,		

distributing, selling, or otherwise dealing with property.

1	SEVENTEENTH: Except as provided in Article SIXTH of this Agreement, the		
2	Independent Fiduciaries shall make no accounting to the Interested Parties until the date of		
3	termination of this Agreement, and, at such time, the Independent Fiduciaries shall be		
4	required to make full and proper accounting, and the Trustee under this Agreement shall turn		
5	over to the First Interested Party all assets of the Agreement then held by it the said Trustee		
6	under this Agreement.		
7			
8	EIGHTEENTH: The Trustee under this Agreement (and any substitute or successor) shall		
9	have the right, by a duly acknowledged instrument delivered to the First Interested Party to		
10	resign as such Trustee in which event the First Interested Party shall designate and appoint a		
11	substitute or successor Trustee under this Agreement (subject to the prior written approval of the		
12	Director of the U.S. Office of Government Ethics) in its place and stead, which shall have all of		
13	the rights, powers, discretions, and duties conferred or imposed hereunder upon the original		
14	Trustee under this Agreement.		
15			
16	NINETEENTH: Any amendment of the terms of this Agreement, including the		
17	appointment of a substitute or successor Trustee under this Agreement, shall require the prior		
18	written approval of the Director of the U.S. Office of Government Ethics, upon a showing of		
19	necessity and appropriateness. Any such substitute or successor Trustee under this Agreement		
20	shall have all of the rights, powers, discretions, and duties conferred or imposed hereunder upon		
21	the original Trustee under this Agreement.		
22			
23	The term "interested party" as used in this Agreement means the First Interested Party,		
24	the spouse of the First Interested Party, any minor or dependent child, the Additional Interested		
25	Party, the Interested Trustee of the Underlying Trust, and their representatives. The term does		
26	not include the Additional Beneficiary. However, such Additional Beneficiary agrees not to		
27	disclose any information concerning the Underlying Trust or its property to any interested		
28	parties, as if such Additional Beneficiary were an Independent Fiduciary under this Agreement.		

1			
2	The validity	, construction, and administrat	ion of this Agreement shall be governed by
3	the Act (and regular	tions thereunder) and the laws	of the State of
4			
5	Dated this	_ day of,	·
6			
7 8			First Interested Party
9	NOTARIZATION		
10	REQUIRED		
11			
12			
13	Dated this	_ day of,	·
14			
15			
16			Additional Interested Party
17	NOTARIZATION		
18	REQUIRED		
19			
20			
21	Dated this	_ day of,	·
22			
23			T
24 25			Interested Trustee of the Underlying Trust
26	NOTARIZATION		
27	REQUIRED		

1	The above Trust is accepted this day of	of
2		
3 4		Corporate Trustee of the Underlying Trust
5		By:
6		(title)
7	NOTARIZATION	
8	REQUIRED	
9		
10		
11	The above Trust is accepted this day of	of,
12		
13		
14		Trustee under this Agreement
15		By:
16		(title)
17	NOTARIZATION	
18	REQUIRED	

Privacy Act Statement

Section 102(f) of the Ethics in Government Act of 1978 as amended (the "Ethics Act"), 5 U.S.C. Appendix, § 102(f), and subpart D of 5 C.F.R. part 2634 of the regulations of the U.S. Office of Government Ethics (OGE) require the reporting of this information for the administration of qualified trusts under the Act. The primary use of the information on the trust instrument prepared based in part upon this model draft document is for review by Government officials of OGE and the agency of the Government employee for whom the trust is being established to determine compliance with applicable Federal laws and regulations as regards qualified trusts. Additional disclosures of the information in the trust document itself may be made:

- 1) To disclose the information furnished by the reporting official, in accordance with provisions of section 105 of the Ethics in Government Act of 1978, as amended, to any requesting person.
- 2) To disclose pertinent information to the appropriate Federal, State, or local agency responsible for investigating, prosecuting, enforcing, or implementing a statute, rule, regulation, or order where the disclosing agency becomes aware of an indication of a violation or potential violation of civil or criminal law or regulation.
- 3) To disclose information to another Federal agency, to a court, or a party in litigation before a court or in an administrative proceeding being conducted by a Federal agency, either when the Government is a party to a judicial or administrative proceeding or in order to comply with a subpoena issued by a judge of a court of competent jurisdiction.
- 4) To disclose information to any source when necessary to obtain information relevant to a conflict-of-interest investigation or determination.
- 5) By the National Archives and Records Administration or the General Services Administration in records management inspections conducted under authority of 44 U.S.C. 2904 and 2906.
- 6) To disclose information to the Office of Management and Budget at any stage in the legislative coordination and clearance process in connection private relief legislation as set forth in OMB Circular No. A-19.
- 7) To disclose information to the Department of Justice, or in a proceeding before a court, adjudicative body, or other administrative body before which OGE is authorized to appear, when: OGE; or an employee of OGE in his or her official capacity, or any employee of OGE in his or her individual capacity (where the Department of Justice or OGE has agreed to represent the employee); or the United States (when OGE determines that litigation is likely to affect OGE), is a party to litigation or has an interest in such litigation, and the use of such records by the Department of Justice or OGE is deemed by OGE to be relevant and necessary to the litigation provided, however, that the disclosure is compatible with the purpose for which such records were collected.

- 8) To disclose the public financial disclosure report and any accompanying documents to reviewing officials in a new office, department or agency when an employee transfers or is detailed from a covered position in one office, department or agency to a covered position in another office, department or agency.
- 9) To disclose information to a Member of Congress or a congressional office in response to an inquiry made on behalf of an individual who is the subject of the record.
- 10) To disclose the information to contractors, grantees, experts, consultants, detailees, and other non-Government employees performing or working on a contract, service, or other assignment for the Federal Government, when necessary to accomplish an agency function related to this system of records.

For additional information please see OGE/GVT-1 Governmentwide Privacy System of Records.

Penalties

Knowing or willful falsification of information on the trust document prepared from this model draft or failure to file or report information required to be reported under Title I of the Ethics Act and 5 C.F.R. part 2634 of the OGE regulations may lead to disqualification as a trustee or other fiduciary as well as possible disqualification of the underlying trust itself. Knowing and willful falsification of information required under the Ethics Act and the regulations may also subject you to criminal prosecution.

Public Burden Information and Paperwork Reduction Statement

This collection of information is estimated to take an average of one hundred hours per response, given the estimated amount of time deemed necessary to structure an actual trust arrangement based in part on this model draft. You can send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: Program Counsel, U.S. Office of Government Ethics, Suite 500, 1201 New York Avenue, NW., Washington, DC 20005-3917. Do not send your completed trust document to this address; rather, see the remainder of the instructions to this model draft.

Pursuant to the Paperwork Reduction Act, as amended, an agency may not conduct or sponsor, and no person is required to respond to, a collection of information unless it displays a currently valid OMB control number (that number, 3209-0007, is displayed here and in the upper left-hand corner of the first page of this OGE model qualified trust draft document).