

**JP3 Clause 1-1, Employment by the Government**

*As prescribed in 1.4.2d(1) the contracting officer will insert this clause in Section H.*

**Employment by the Government (JAN 2003)**

- (a) The contractor covenants that throughout the term of this contract no contractor employee who performs services under this contract will be an officer or employee of the government of the United States.
- (b) If the contractor be an individual, the contractor covenants that throughout the term of this contract the individual will not be or become an officer or employee of the government of the United States. If during the term of contract the contractor intends to become an officer or employee of the government, the contractor shall advise the contracting officer in writing of such intentions so appropriate measures may be taken.
- (c) If the contractor be other than an individual, the contractor covenants that throughout the term of this contract no partner, principal, officer, stockholder, or other person having a financial interest in the contractor or the ability to control the contractor, directly or indirectly, will be or become an officer or employee of the government of the United States. The status of a stockholder as an officer or employee of the government of the United States will not constitute a violation of this subsection if the stock of the contractor is traded publicly over the counter or on a regional or national stock exchange.
- (d) For purposes of subsection (c), a business or partnership interest or stock owned by a spouse, child, or parent of an officer or employee of the government of the United States shall be deemed to be owned by such officer or employee.
- (e) The violation of any subsection of this section will constitute a material breach for which the judiciary may seek any and all remedies under the contract, including terminations.

(end)

**JP3 Clause 1-5, Conflict of Interest**

*As prescribed in 1.4.2d(2) and 5.2.1o(1) insert this clause in Section I.*

**Conflict of Interest (JAN 2003)**

- (a) In addition to the obligations embodied in the contractor's code of ethics, the contractor specifically agrees that there is no conflict of interest arising from the services to be provided under this agreement. The contractor further agrees that no employee, principal, or affiliate is in any such conflict.
- (b) The contractor shall immediately notify the contracting officer when a non-judiciary client

requests or receives any professional advice, representation, or assistance regarding the judiciary which is considered to be a conflict of interest related to the services provided under this agreement or when such request or receipt is questionable.

- (c) The judiciary reserves the right to refuse to allow the contractor to undertake any conflicting agreements with non-judiciary clients, or to terminate this agreement without cost to the judiciary, if the contracting officer determines that a conflict of interest exists.
- (d) The contractor, any officer, employee, or agent of the contractor, shall not (1) hold any position or official relationship with; (2) own any financial interest (including stocks and bonds) in; (3) have any other interest in; nor (4) be a participant in any proceeding for which the contractor provides services under this contract.
- (e) In the event the contractor has reason to believe that providing services under this contract would be in violation of this section, the contractor shall notify the contracting officer immediately in writing. The services which the contracting officer determines would be in violation of this section shall be outside the scope of this contract.

(end)

### **JP3 Clause 1-10, Gratuities or Gifts**

*As prescribed in 1.4.4e, the contracting officer will insert this clause in Section I.*

#### **Gratuities or Gifts (JAN 2003)**

The judiciary may terminate this contract for default if, after investigation, the contracting officer determines that the contractor, its agent or other representative:

- (1) offered or gave a gratuity or gift to an officer or employee of the judiciary; and
- (2) intended by the gratuity or gift to obtain a contract or favorable treatment under a contract.

(end)