
Conflict of Interest Declaration and Confidentiality Agreement

December 2, 2022



This agreement applies to the BGC® Board of Directors, Committees and task forces, staff, individuals performing services for BGC, and contractors whose written contract with BGC does not specifically address confidentiality/conflict of interest. **Exam Item Writers and Reviewers must also sign a separate Security Agreement.**

All such staff and volunteers are charged with upholding the policies and procedures of BGC. As a condition, and in consideration, of being employed by or selected and serving in a volunteer capacity with BGC, and in recognition of the importance of the certification program to the profession, please review the following statements and indicate your agreement by your signature at the end of this document.

1. I will comply with all BGC rules, policies, and procedures.
2. Except as required by law, I will maintain the confidentiality of sensitive information, specifically including, but not limited to, formal or informal BGC deliberations and discussion, the contents of past or present applications for certification, examination content and related test materials, test question banks, scoring results, BGC decisions and actions related to such applications (including disciplinary actions), and other related information. I will not reveal the contents of this material, either verbally or in writing. This restriction shall apply at all times and in any circumstance even after my work with BGC has concluded, unless otherwise directed in writing by BGC or required by law.
3. I will keep any and all such confidential information in my possession in a safe and secure place, take all reasonable steps to preserve the confidentiality of such information as well as to protect against inadvertent disclosure or theft of such information. I will inform BGC in writing, including via email, in the event that the confidentiality of sensitive information is compromised due to events such as the loss or theft of materials or unauthorized access.
4. Upon expiration of my volunteer term of office or employment with BGC, I will not share copies of confidential information.
5. The copyright to all materials I prepare for BGC shall be considered works-made-for-hire under the Federal Copyright Act and shall be owned by BGC; to the extent such materials shall not be considered works-made-for-hire, I hereby assign to BGC all right, title, and interest any information or material developed, conceived, modified, or created by me relating to the certification program, its examinations, applications, and policy documents, including but not limited to test items and any and all copyrighted information.
6. I will not engage in actions which may constitute an actual, apparent, or potential conflict of interest with the mission and activities of BGC and will disclose to BGC any such conflicts of

interest and any business, financial, or organizational interests and affiliations that are or could be construed to be a conflict of interest. I agree to resolve any conflicts of interest or recuse myself from deliberations and/or voting on any matter with respect to which I may have an actual or potential conflict of interest. Please document any apparent conflicts of interest below (an apparent conflict of interest is when a reasonable person, with knowledge of the relevant facts, would question my impartiality on a matter being considered):

7. I will not in a false, misleading, or deceptive manner reference my participation with respect to the BGC certification program or specific evaluations.
8. Confidentiality and conflict of interest must be re-confirmed on the following schedule:
 - Board members: annually
 - Volunteers: at the commencement of each new project/assignment (this will be in place for the duration of the project/assignment)
 - Everyone: whenever a significant change occurs (i.e., job change)
9. Any violation of this agreement may constitute a material breach causing substantial harm to BGC, and remedies including injunctive relief are agreed by the signatory person below to be enforceable in the courts of the Commonwealth of Pennsylvania.
10. I understand that I will be subject to BGC ethics provisions and may be subject to legal action if found to be in violation of the terms of this agreement.

I have reviewed and agree to the statements above:

Print Name: _____

Signature: _____ Date: _____

For BGC Use Only – note issues and their resolution on the back of this form.

BGC Approval: _____ Date: _____