

U.S. OFFICE OF GOVERNMENT ETHICS

Model Qualified Diversified Trust Provisions  
**[For use in the case of an irrevocable pre-existing trust]**

The model qualified diversified 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)(4) 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 U.S. Office of Government Ethics prior to its execution. Proposed trust drafts submitted to the U.S. Office of Government Ethics 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 U.S. Office of Government Ethics 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 U.S. Office of Government Ethics, 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, email [ContactOGE@oge.gov](mailto:ContactOGE@oge.gov).

## TRUST AGREEMENT

THIS TRUST AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between Alfred Alpha, whose mailing address is \_\_\_\_\_, hereinafter called the First Interested Party; Alice Alpha **[note: his mother]**, whose mailing address is \_\_\_\_\_, hereinafter called the Additional Interested Party; such First and Additional Interested Parties hereinafter collectively called the Interested Parties; Betty Beta **[note: former wife of deceased father]**, whose mailing address is \_\_\_\_\_, hereinafter called the Additional Beneficiary; George Gamma **[note: his uncle]**, whose business address is \_\_\_\_\_, hereinafter called the Interested Trustee of the Underlying Trust; Delta National 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.

## WITNESSETH

FIRST Interested Party has been appointed 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 Under 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

1 Additional Beneficiary has a life estate, (iii) the Interested Trustee of the Underlying Trust is the  
2 individual trustee, and (iv) the Corporate Trustee of the Underlying Trust is the corporate trustee,  
3 hereinafter called the Underlying Trust shall be administered as described herein.

4  
5 The Independent Fiduciaries are eligible entities as specified in paragraph (a) of 5 C.F.R.  
6 § 2634.405 that meet the requirements of paragraph (c) of that section. The existence of any  
7 other banking or client relationship between any interested party and the Independent Fiduciaries  
8 is disclosed in annexed Schedule A, and no other such relationship shall be instituted without the  
9 prior written approval of the Director of the U.S. Office of Government Ethics.

10  
11 First Interested Party, therefore, hereby delivers to the Trustee under this Agreement, and  
12 such Trustee hereby acknowledges receipt of, the property listed in annexed Schedule B, subject  
13 to the provisions of this Agreement and the Act, and regulations promulgated thereunder, and  
14 other applicable Federal laws, Executive orders, and regulations.

15  
16 Further, the Corporate Trustee of the Underlying Trust hereby certifies that the list of the  
17 property held in the Underlying Trust as of the date of this Agreement is accurately reflected in  
18 the annexed Schedule C; and therefore, the Independent Fiduciaries hereby agree that such  
19 property is to be held and administered subject to the provisions of this Agreement, the powers  
20 conferred on fiduciaries by the Underlying Trust which are hereby adopted as powers of the  
21 Trustee under this Agreement, the Act, and regulations promulgated thereunder, and other  
22 applicable Federal laws, Executive orders, and regulations.

23  
24 The primary purpose of this Agreement is to confer on the Independent Fiduciaries the  
25 sole responsibility to administer the trust and to manage trust assets without the participation by,  
26 or the knowledge of, any interested party or any representative of an interested party. This  
27 includes the duty to decide when and to what extent the original assets of the trust are to be sold  
28 or disposed of and in what investments the proceeds of sale are to be reinvested. Accordingly,  
29 the parties agree as follows:

30  
31 FIRST: (A) This Agreement shall terminate upon the first to occur of the following –

32 (1) First Interested Party's ceasing for any reason to serve as \_\_\_\_\_ and in any other

1 position to which he may have been subsequently appointed in the Federal Government and First  
2 Interested Party thereafter giving Trustee under this Agreement written notice directing that this  
3 Agreement be terminated; or (2) First Interested Party's death or incompetence. The period  
4 between the date of this agreement and the termination of the agreement shall be called the  
5 "Agreement Term".

6  
7 (B) Notwithstanding Paragraph (A) of this Article FIRST, this Agreement may in  
8 addition be terminated through revocation. However, within thirty days of dissolution of the  
9 Agreement, the First Interested Party shall file a report of the dissolution and a list of the assets  
10 held in trust under the Agreement at the time of dissolution, categorized as to value in  
11 accordance with 5 C.F.R. § 2634.301(d), with Director of the U.S. Office of Government Ethics.

12  
13 (C) The Independent Fiduciaries and the interested parties may amend the terms  
14 of this trust agreement only with the prior written approval of the Director of the U.S. Office of  
15 Government Ethics and upon a showing of necessity and appropriateness.

16  
17 SECOND: The Independent Fiduciaries in the exercise of their authority and discretion to  
18 manage and control the assets under this Agreement shall not consult or notify any interested  
19 party or any representative of an interested party.

20  
21 THIRD: (A) The assets initially placed in trust hereunder shall consist of two widely-  
22 diversified portfolios of readily marketable securities, as listed separately in annexed  
23 Schedules B and C. None of the assets is prohibited as a holding by any interested party by the  
24 Act and regulations promulgated thereunder, and other applicable Federal laws, Executive  
25 orders, and regulations, or consist of securities of entities having substantial activities in the area  
26 of the First Interested Party's primary responsibility within the Federal government.

27  
28 (B) Each portfolio shall be deemed to be widely-diversified if –

29  
30 (1) the value of the securities concentrated in any particular or limited economic  
31 or geographic sector is no more than twenty percent of the total, and

1  
2 (2) the value of the securities of any entity (other than the United States  
3 Government) is no more than five percent of the total value of such assets listed in its Schedule.  
4 For purposes of this paragraph (B), securities issued by the United States Government are  
5 obligations of the United States.

6  
7 (C) A security will be deemed readily marketable, for purposes of this Article  
8 THIRD, if –

9  
10 (1) daily price quotations for the security appear regularly in newspapers of  
11 general circulation, and

12  
13 (2) the Agreement holds the security in a quantity that does not unduly impair  
14 liquidity.

15  
16 (D) Each asset listed in annexed Schedules B and C is free of any restriction with  
17 respect to its transfer or sale except as fully described in such Schedules.

18  
19 (E) During the Agreement Term, the interested parties shall not pledge,  
20 mortgage, or otherwise encumber their interests in the property held in trust hereunder.

21  
22 FOURTH: The Independent Fiduciaries shall not acquire any securities or other property in  
23 excess of the diversification standards of Paragraph (B)(1) and (2) of Article THIRD of this  
24 Agreement.

25  
26 FIFTH: The Independent Fiduciaries shall not knowingly and willfully, or negligently,  
27 disclose to the public or to any interested party or any representative of an interested party any  
28 information as to the acquisition, retention, or disposition of any particular securities or other  
29 property held in trust hereunder.

30

1 SIXTH: (A) The income tax return of the trust under this Agreement shall be prepared by  
2 the Trustee under this Agreement or his delegate.

3  
4 (B) During the Agreement Term, the Trustee under this Agreement shall be  
5 responsible for the preparation and filing of such income (joint or separate) and other tax returns,  
6 with respect to the property held hereunder and the income therefrom and with respect to any  
7 other income of the First Interested Party, as shall be required by the laws of the United States of  
8 America and any State or other political subdivision thereof. The First Interested Party shall  
9 furnish to the Trustee under this Agreement such additional information as it shall, from time to  
10 time, need for the completion of such returns. The First Interested Party shall give to the Trustee  
11 under this Agreement powers of attorney (I.R.S. Form 2848) and any other instruments which it  
12 may need in order to prepare and file such returns and to represent the First Interested Party in  
13 connection with any audit of returns filed by it and to adjust, settle and pay any taxes due in  
14 respect of such returns. The First Interested Party shall deliver to the Trustee under this  
15 Agreement funds for the payment of any income tax obligation estimated to have arisen  
16 otherwise than with respect to the property held in trust. The Trustee under this Agreement in its  
17 discretion shall be entitled to reserve an appropriate amount of Agreement income for payment  
18 of any additional income tax obligation.

19  
20 (C) Any tax return filed pursuant to this Article SIXTH and any information  
21 relating thereto shall not be disclosed publicly or to any interested party or to any representative  
22 of an interested party.

23  
24 SEVENTH: An interested party and any representative of an interested party shall not receive  
25 any report on the holdings and sources of income of the property held under this Agreement;  
26 except that the Trustee under this Agreement shall –

27  
28 (A) Make quarterly reports of the aggregate market value of the assets  
29 representing such interested party's interest under the Agreement, and  
30

1 (B) Provide an annual report for purposes of section 102(a)(1) of the Act of the  
2 aggregate amount actually paid from property held under this Agreement to such interested party  
3 (or applied for his benefit), categorized in accordance with the provisions of such section. For  
4 purposes of this Article SEVENTH, only amounts actually received in respect of this Agreement  
5 by such interested party (or applied for the interested party's benefit) shall be deemed income  
6 derived from property held under this Agreement.

7  
8 A copy of each written communication under this Article SEVENTH shall be filed by the  
9 Trustee with the Director, U.S. Office of Government Ethics, within five days of the date of the  
10 communication.

11  
12 EIGHTH: There shall be no direct or indirect communication between an interested party or  
13 any representative of an interested party and the Independent Fiduciaries with respect to this  
14 Agreement or the Underlying Trust unless the communication is with the Trustee under this  
15 Agreement, in writing, and has the prior written approval of the Director, U.S. Office of  
16 Government Ethics, and unless it relates only –

17  
18 (A) To a request for a distribution of cash or other unspecified assets of the trust,

19  
20 (B) To the general financial interest and needs of the interested party (including,  
21 but not limited to, a preference for maximizing income or long-term capital gain), or

22  
23 (C) To information, documents, and funds provided by, or needed from, the First  
24 Interested Party, to effectuate the provisions of Paragraph (B) of Article SIXTH of this  
25 Agreement, with respect to any income tax obligation arising otherwise than with respect to the  
26 property held in trust hereunder.

27  
28 A copy of each written communication under this Article EIGHTH shall be filed by the person  
29 initiating the communication with the Director, U.S. Office of Government Ethics, within five  
30 days of the date of the communication.

1 NINTH: The interested parties and any representative of an interested party shall not take  
2 any action to obtain, and shall take reasonable action to avoid receiving, information with respect  
3 to the holdings of, and the sources of income of, the trust under this Agreement and the  
4 Underlying Trust, including obtaining a copy of any trust or individual tax return filed by the  
5 Independent Fiduciaries or any information relating thereto, except for the reports and  
6 information specified in Article SEVENTH of this Agreement.

7  
8 TENTH: The Independent Fiduciaries shall each file with the Director, U.S. Office of  
9 Government Ethics, by the May 15th after any calendar year during which the Agreement was in  
10 existence a properly executed Certificate of Compliance in the form prescribed by the U.S.  
11 Office of Government Ethics. In addition, the Independent Fiduciaries shall maintain and make  
12 available for inspection by the U.S. Office of Government Ethics, as it may from time to time  
13 direct, for the trust under this Agreement and the Underlying Trust, the books of account and  
14 other records and copies of tax returns for each taxable year of the Agreement Term.

15  
16 ELEVENTH: The Independent Fiduciaries shall not knowingly and willfully, or  
17 negligently –

18  
19 (A) Disclose any information to any interested party or any representative of an  
20 interested party with respect to this Agreement and the Underlying Trust that may not be  
21 disclosed pursuant to any provision or requirement of Title I of the Act (and the regulations  
22 thereunder) or this Agreement;

23  
24 (B) Acquire any holding:

25  
26 (1) directly from an interested party or any representative of an interested party  
27 without the prior written approval of the Director of the U.S. Office of Government Ethics, or

28  
29 (2) the ownership of which is prohibited by, or not in accordance with, Title I of  
30 the Act (and the regulations thereunder), the terms of this Agreement, or other applicable statutes  
31 and regulations,



1  
2 (C) Solicit advice from any interested party or any representative of an interested  
3 party with respect to this Agreement or the Underlying Trust, which solicitation is prohibited by  
4 any provision or requirement of Title I of the Act (and the regulations thereunder) or this  
5 Agreement; or

6  
7 (D) Fail to file any document required by Title I of the Act (and the regulations  
8 thereunder) or this Agreement.

9  
10 TWELFTH: The Interested Parties shall not knowingly and willfully, or negligently –

11  
12 (A) Solicit or receive any information with respect to this Agreement or the  
13 Underlying Trust that may not be disclosed pursuant to any provision or requirement of Title I of  
14 the Act (and the regulations thereunder) or this Agreement, or

15  
16 (B) Fail to file any document required by Title I of the Act (and the regulations  
17 thereunder).

18  
19 THIRTEENTH [**Optional provision**]: Subject to such amounts as the Trustee under this  
20 Agreement may from time to time reserve for the payment of such income taxes as may be due  
21 and payable under this Agreement, and for payment of expenses and compensation as provided  
22 for in this Agreement, during the Agreement Term the Trustee under this Agreement shall pay to  
23 the First Interested Party \$ \_\_\_\_\_ at the beginning of each month.

24  
25 FOURTEENTH: In addition to the rights, duties, and powers conferred upon the Trustee  
26 under this Agreement by law, the Independent Fiduciaries under this Agreement shall have the  
27 following powers, rights, and discretion with respect to any property held by them under this  
28 Agreement:

29  
30 (A) To sell, exchange, or otherwise dispose of the property in such manner and  
31 upon such terms as such Independent Fiduciaries in their sole discretion shall deem appropriate;

1  
2 (B) Except as limited by specific enumeration in this Agreement, to invest and  
3 reinvest the principal and any undistributed income, in property of any kind;  
4

5 (C) Except as limited by specific enumeration in this Agreement, to participate in  
6 any reorganization, consolidation, merger, or dissolution of any corporation having stocks, bonds  
7 or other securities that may be held at any time, to receive and hold any property that may be  
8 allocated or distributed to them by reason of participation in any such reorganization,  
9 consolidation, merger, or dissolution;  
10

11 (D) To exercise all conversion, subscription, voting, and other rights of  
12 whatsoever nature pertaining to any such property and to grant proxies, discretionary, or  
13 otherwise, with respect thereto;  
14

15 (E) To elect, appoint, and remove directors of any corporation, the stock of which  
16 shall constitute property held under this Agreement, and to act through its nominee as a director  
17 or officer of any such corporation;  
18

19 (F) Except as limited by specific enumeration in this Agreement, to manage,  
20 control, operate, convert, reconvert, invest, reinvest, sell, exchange, lease, mortgage, grant a  
21 security interest in, pledge, pool, or otherwise encumber and deal with the property held under  
22 this Agreement, for purposes of and in behalf of this Agreement to the same extent and with the  
23 same powers that any individual would have with respect to his own property and funds;  
24

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

1 were made or where the obligations may or should ultimately be borne on such terms, covenants,  
2 and conditions as they may deem proper;

3  
4 (H) To register any property belonging to the trust under this Agreement in the  
5 name of its nominee, or to hold the same unregistered, or in such form that title shall pass by  
6 delivery;

7  
8 (I) To abandon, settle, compromise, extend, renew, modify, adjust, or submit to  
9 arbitration in whole or in part and without the order or decree of any court any and all claims  
10 whether such claims shall increase or decrease the assets held under this Agreement;

11  
12 (J) To determine whether or to what extent receipts should be deemed income or  
13 principal, whether or to what extent expenditures should be charged against principal or income,  
14 and what other adjustments should be made between principal and income, provided that such  
15 adjustments shall not conflict with well-settled rules for the determination of principal and  
16 income adjustments, or the Uniform Principal and Income Act, if in effect in the State of  
17 \_\_\_\_\_;

18  
19 (K) To determine whether or not to amortize bonds purchased at a premium;

20  
21 (L) Except to the extent otherwise expressly provided in this Agreement, to make  
22 distributions in kind or in cash or partly in each and for such purposes to fix, insofar as legally  
23 permissible, the value of any property;

24  
25 (M) To pay such persons employed by the Independent Fiduciaries to assist them  
26 in the administration of this Agreement, including investment counsel, accountants, and  
27 those engaged for assistance in preparation of tax returns, such sums as the Independent  
28 Fiduciaries deem to be reasonable compensation for the services rendered by such persons. Such  
29 persons may rely upon and execute the written instructions of the Independent Fiduciaries, and  
30 shall not be obliged to inquire into the propriety thereof;

1 (N) No person may be employed or consulted by such Independent Fiduciaries to  
2 assist them in any capacity in the administration of the Agreement or the management and  
3 control of assets held under this Agreement, including investment counsel, investment advisers,  
4 accountants, and those engaged for assistance in preparation of tax returns, unless the following  
5 four conditions are met –

6  
7 (1) when an interested party or any representative of an interested party learns  
8 about such employment or consultation, the person must sign the Agreement instrument as a  
9 party, subject to the prior approval of the Director of the U.S. Office of Government Ethics,  
10

11 (2) under all the facts and circumstances, the person is determined pursuant to the  
12 requirements for eligible entities under 5 C.F.R. § 2634.405(c) to be independent of any  
13 interested party with respect to this trust arrangement,  
14

15 (3) the person is instructed by such Independent Fiduciaries to make no  
16 disclosure publicly or to any interested party or any representative of an interested party that  
17 might specifically identify current assets held under this Agreement or those assets which have  
18 been sold or disposed of from holdings under this Agreement, and  
19

20 (4) the person is instructed by the Independent Fiduciaries to have no direct  
21 communication with any interested party or any representative of an interested party, and that  
22 any indirect communication with an interested party or any representative of an interested party  
23 shall be made only through the Trustee under this Agreement pursuant to Article EIGHTH of  
24 this Agreement;  
25

26 (O) Except as specifically limited in this Agreement, to do all such acts, take all  
27 such proceedings, and exercise all such rights and privileges, although not otherwise specifically  
28 mentioned in this Article FOURTEENTH, with relation to any such property, as if such  
29 Independent Fiduciaries were the absolute owners thereof, and in connection therewith to make,  
30 execute, and deliver any instruments and to enter into any covenants or agreements binding the  
31 property held under this Agreement.

1  
2 FIFTEENTH: Notwithstanding the provisions of Article FOURTEENTH of this  
3 Agreement, the Independent Fiduciaries shall not acquire by purchase, grant, gift, exercise of  
4 option, or otherwise, without the prior written approval of the Director of the U.S. Office of  
5 Government Ethics, any securities, cash, or other property in addition to that listed in the  
6 annexed Schedules B and C, from any interested party or any representative of an interested  
7 party.

8  
9 SIXTEENTH: The Independent Fiduciaries shall not at any time be held liable for any  
10 action taken or not taken or for any loss or depreciation of the value of any property held under  
11 this Agreement whether due to an error of judgment or otherwise where the Independent  
12 Fiduciaries have exercised good faith and ordinary diligence in the exercise of its duties such as  
13 would have been exercised by a prudent person.

14  
15 SEVENTEENTH: No Independent Fiduciary hereunder shall be required, in any jurisdiction,  
16 to furnish any bond or other security, or to obtain the approval of any court before applying,  
17 distributing, selling, or otherwise dealing with property.

18  
19 EIGHTEENTH: Except as provided in Article SEVENTH of this Agreement, the  
20 Independent Fiduciaries shall make no accounting to the Interested Parties until the date of  
21 termination of this Agreement, and, at such time, the Independent Fiduciaries shall be required to  
22 make full and proper accounting, and the Trustee under this Agreement shall turn over to the  
23 First Interested Party all assets of the Agreement then held by it the said Trustee under this  
24 Agreement.

25  
26 NINETEENTH: The Trustee under this Agreement (and any substitute or successor) shall  
27 have the right, by a duly acknowledged instrument delivered to the First Interested Party to  
28 resign as such Trustee in which event the First Interested Party shall designate and appoint a  
29 substitute or successor Trustee under this Agreement (subject to the prior written approval of the  
30 Director, U.S. Office of Government Ethics) in its place and stead, which shall have all of the

1 rights, powers, discretions, and duties conferred or imposed hereunder upon the original Trustee  
2 under this Agreement.

3  
4 TWENTIETH: Any amendment of the terms of this Agreement, including the  
5 appointment of a substitute or successor Trustee under this Agreement, shall require the prior  
6 written approval of the Director of the U.S. Office of Government Ethics, upon a showing of  
7 necessity and appropriateness. Any such substitute or successor Trustee under this Agreement  
8 shall have all of the rights, powers, discretions, and duties conferred or imposed hereunder upon  
9 the original Trustee under this Agreement.

10  
11 The term "interested party" as used in this Agreement means the First Interested Party,  
12 the spouse of the First Interested Party, any minor or dependent child, the Additional Interested  
13 Party, and the Interested Trustee of the Underlying Trust. The term does not include the  
14 Additional Beneficiary. However, such Additional Beneficiary agrees not to disclose any  
15 information concerning the Underlying Trust or its property to any interested parties, as if such  
16 Additional Beneficiary were an Independent Fiduciary under this Agreement.

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The validity, construction, and administration of this Agreement shall be governed by the Act (and regulations thereunder) and the laws of the State of \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

First Interested Party

NOTARIZATION  
REQUIRED

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Additional Interested Party

NOTARIZATION  
REQUIRED

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Interested Trustee of the  
Underlying Trust

NOTARIZATION  
REQUIRED

1

2 The above Trust is accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
3

3

4

Corporate Trustee of the

5

Underlying Trust

6

By:

7

(title)

8

NOTARIZATION

9

REQUIRED

10

11

12 The above Trust is accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
13

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 “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 consequences of failing to provide the requested information are as follows: for proposed qualified trusts, OGE may be unable to review or approve the trust under the Act; for existing qualified trusts, OGE may revoke the trust certification or trustee approval previously granted. 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 may be made:

- 1) To disclose information furnished in accordance with sections 105 and 402(b)(1) of the Ethics in Government Act of 1978, 5 U.S.C. app., as amended, and subject to the limitations contained therein, 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 any source when necessary to obtain information relevant to a conflict-of-interest investigation or determination.
- 4) To disclose information to 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.
- 5) To disclose information to the Office of Management and Budget at any stage in the legislative coordination and clearance process in connection with private relief legislation as set forth in OMB Circular No. A-19.
- 6) To disclose information when the disclosing agency determines that that the records are arguably relevant to a proceeding before a court, grand jury, or administrative or adjudicative body; or in a proceeding before an administrative or adjudicative body when the adjudicator determines the records to be relevant to the proceeding.
- 7) 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.
- 8) To disclose information to a Member of Congress or a congressional office in response to an inquiry made on behalf of, and at the request of, an individual who is the subject of the record.

- 9) 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.
- 10) To disclose information to appropriate agencies, entities, and persons when: (1) the agency maintaining the records suspects or has confirmed that there has been a breach of the system of records; (2) the agency maintaining the records has determined that as a result of the suspected or confirmed breach there is a risk of harm to individuals, the agency (including its information systems, programs, and operations), the Federal Government, or national security; and (3) the disclosure made to such agencies, entities, and persons is reasonably necessary to assist in connection with the agency's efforts to respond to the suspected or confirmed breach or to prevent, minimize, or remedy such harm.
- 11) To disclose information to another Federal agency or Federal entity, when the agency maintaining the record determines that information from this system of records is reasonably necessary to assist the recipient agency or entity in (1) responding to a suspected or confirmed breach or (2) preventing, minimizing, or remedying the risk of harm to individuals, the recipient agency or entity (including its information systems, programs, and operations), the Federal Government, or national security, resulting from a suspected or confirmed breach.

For additional information please see the OGE/GOVT-1 Governmentwide Privacy Act 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 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 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 right-hand corner of the first page of this OGE model qualified trust draft document).