

## STAFF COUNSELOR AGREEMENT

Form 250A

AGREEMENT between the Small Business Development Center (hereinafter "SBDC") and \_\_\_\_\_  
\_\_\_\_\_ (hereinafter the "STAFF COUNSELOR"). The agreement is  
made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the SBDC  
and STAFF COUNSELOR, who agrees to render services for the SBDC.

I, as STAFF COUNSELOR, understand that I will not:

1. Recommend the purchase of goods and/or services, which I have an interest in or represent.
2. Accept fees or commissions from third parties who have supplied goods and/or services on my recommendation to the SBDC client.
3. Accept fees or commissions from the SBDC client for my services as STAFF COUNSELOR.
4. Accept the private engagement of my services at any time during, or within 90 days subsequent to, the term of my engagement as STAFF COUNSELOR with an SBDC client without express permission of the SBDC subcenter director.

I, as STAFF COUNSELOR, understand that I will:

1. Agree to hold strictly confidential all information obtained during the course of my engagement with the client.
2. Agree to reveal promptly to the client all significant matters that come to my attention pertaining to the business of my client.
3. Acknowledge receipt of the SBDC guidelines, and agree to abide by all provisions of that policy.

IN WITNESS HEREOF, the parties affix their signatures on the day above written.

**STAFF COUNSELOR**

**SBDC Center: \_\_\_\_\_ #**

*Signature* \_\_\_\_\_

*Signature* \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Phone \_\_\_\_\_

## **CONFLICT OF INTEREST POLICY AND FORM (this comprises the SBDC guidelines referred to in Form 250)**

Each counseling resource (Director, Business Advisor, consultant, faculty, student or volunteer) must sign the proper conflict of interest form 250 or 250-A. All forms must be on file in each center location.

1. The purpose of this policy is:
  - a. To prevent the actions of any agent of the SBDC of Ohio Network from constituting a conflict of interest.
  - b. To provide a system for agents of the SBDC of Ohio to question and to receive a definitive answer as to the existence of a conflict of interest.
2. Definitions:
  - a. Conflict of Interest - a situation, in which regard for a private interest or gain, leads or has the potential to lead to a disregard for the needs of the SBDC of Ohio or for the rights of the client.
  - b. Client - a business, individual, or legal entity with which the SBDC has entered into a contract, written or verbal, to provide any or all of the SBDC available services.
  - c. SBDC Services - include, but are not limited to, SBDC of Ohio related consulting; training; research of materials for a client; referrals to other agencies; provision of printed materials, copies, or magnetic media information; or other services that the SBDC may commonly and routinely
  - d. Agent of the SBDC - any person currently employed by or on behalf of the SBDC for consulting, training or other services. This may include students, university faculty and staff, volunteers or paid consultants. A university or other agency may pay agents, but if their activity is to further SBDC objectives, they are considered agents of the SBDC. An intern being paid by a small business directly or indirectly, as part of an internship, is not considered an SBDC agent.
  - e. Gift - real property or tangible and intangible personal property of material value which is provided directly or in trust for the benefit of the recipient. Included in this definition are the similar terms included in the next section.

### 3. Standards of Conduct

Relations with present clients, former clients or others.

Persons who serve as agents of the SBDC of Ohio:

- a. Must not solicit or accept, or appear to solicit or accept, any gift, loan, reward, promise of future employment, favor or service from any current client;
- b. Must not solicit or accept at anytime, or give the appearance thereof, any compensation or other monetary remuneration for consulting-related services or training provided a client while acting as an agent of the SBDC of Ohio, or any other SBDC related services at anytime;
- c. Must not recommend to a client the purchase of goods and/or services from a firm in which the agent has a material and/or financial interest;

- d. Must not accept fees, commissions, gifts or other favors from third parties that have supplied goods and/or services to SBDC clients;
  - e. Must not solicit the private engagement of his or her services by the client at any time during the term of the client's relationship with the SBDC of Ohio;
  - f. Must not release information about any client's relationship with the SBDC, or any information about the business or personal matters of any client to any person or agency outside the SBDC of Ohio Network without the written permission of the client;
  - g. Must not invest monies, personal services or property in the business of current clients of the SBDC; and/or
  - h. Must not propose a for-profit, external relationship prior to the end of a 90-day "cooling-off" period
4. Consulting Activities - (with regard to "moonlighting" or other for-profit activities outside the normal working hours and service delivery of the SBDC).

Agents of the SBDC of Ohio will:

- a. Assure that the outside activity does not interfere with the full performance of the agent's SBDC activities and responsibilities;
  - b. Notify the SBDC State Director, in writing and in advance, of the nature of the proposed activity and any potential conflict of interest which might arise from it;
  - c. Utilize neither the SBDC material, equipment or property nor publications, texts or other documents which were developed or prepared with SBDC funds; and/or
  - d. Assure that his or her SBDC position is not used to arrange, or appear to arrange, the eventual utilization of his or her service for private gains.
5. Agreements - To assure compliance with the above standards, the agent of the SBDC agrees to:
- a. Provide, if requested, a statement of financial interests in any or all business entities with which the agent has such interest; and
  - b. Sign an agreement to abide by the policies as outlined above (Form 250 or Form 250A).