

Conflict of Interest and Ethics Policy for Florida Small Business Development Center (SBDC) Network Employees

I. Definitions

For purposes of this policy, the following definitions apply:

- A. **“Florida Small Business Development Center Network” or “Florida SBDC Network” means the network of host institutions that are subcontracted by the authorized designated recipient organization to perform the program services designated by the various federal, state and other small business development programs managed by the recipient organization’s designated representative, all pursuant to Section 288.001, Fla. Stat..**
- B. **"Authorized Designated Recipient Organization" means the University of West Florida (or UWF).**
- C. **"Host Institution" means an authorized organization that sponsors an SBDC under subcontract (or sub-subcontract) with the lead center.**
- D. **"Employee" means any person who occupies a position, or on leave from a position, with the subcontracted host institution, or any person or organization who is not an employee but has been retained by the host institution to provide services on behalf of the SBDC. For purposes of this policy only, the definition of employee includes independent contractors. The employee may be compensated or uncompensated for the purposes of this policy.**
- E. **"Client" means any individual, business or legal entity that has entered into an agreement, written or verbal, to receive any or all of the available services offered by the Florida SBDC Network.**
- F. **"Confidential Information" means any proprietary information obtained by a Florida SBDC Network, or any of its Employees that has not become part of the body of public information and which, if released prematurely or in non-summary form, may provide unfair economic advantage to or adversely affect the competitive position of a client or the client's business. All information specific to a client, including names, addresses, contact information, and any information on their utilization of SBDC services, or results from use of SBDC services, is considered confidential.**
- G. **"Private Interest" means any interest, including but not limited to a financial interest, whereby an SBDC EMPLOYEE would gain a benefit, privilege, exemption, or advantage that is not available to the general public.**

- H. **“Services” means, but is not limited to, consulting, training, and research that the SBDC may commonly and routinely perform, or in support of performance, for its clients. Services are defined by federal and state statute and network policy and practice.**
- I. **“Immediate family” means spouse, parent, step-parent, child, step-child, sibling, half-sibling, step-sibling, grandparent, step-grandparent, grandchild, step-grandchild, father-in-law, and mother-in-law.**
- J. **A "Conflict of Interest” occurs when an Employee engages in one or more of the following:**
 - 1. **Use or attempted use of the Employee’s position to secure benefits, privileges, exemptions or advantages for the Employee, a member of the Employee’s immediate family, or an organization with which the Employee is associated, and which are different from those available to the general public.**
 - 2. **Acceptance of other employment or a contractual relationship that will affect the EMPLOYEE's independence of judgment in the exercise of SBDC duties.**
 - 3. **Actions which compromise the interests or integrity of the Florida SBDC Network.**
 - 4. **Actions which create the appearance of a conflict of interest as defined herein.**

II. Policy

All Florida SBDC employees and outside consultants are required to take affirmative steps to avoid the prohibited acts identified in this policy. All are expected to act in the best interests of their clients, the Florida SBDC Network, and host institutions. Furthermore, employees and outside consultants must comply with applicable host institution requirements with respect to conflict of interest.

Signing the Certification Form of this Code of Professional Conduct acknowledges the acceptance and understanding by the employee or outside consultant of the obligation of self-discipline and disclosure. This policy notifies the public that representatives of the Florida SBDC will maintain a high level of professionalism and ethics and accept their obligation to conduct themselves in a way that is beneficial to society.

The Florida SBDC Network enforces the Code of Professional Conduct by receiving and investigating all complaints of perceived violations and taking disciplinary action against any individual if found guilty of code violation(s).

III. Permitted Activities

A Florida SBDC employee or outside consultant may do any of the following unless prohibited by host institution policy:

- A. Accept from a client or third party plaques or similar mementos recognizing individual services performed as part of their employment or engagement as an employee or outside consultant of the Florida SBDC.**
- B. Accept from a party other than the client reimbursement of expenses for travel and meals not reimbursed by Florida SBDC, not to exceed actual expenses incurred, which have been approved in advance by an authorized agent of the host institution as part of the employee's or outside consultant's work assignment.**
- C. Accept honoraria or other compensation paid for papers, talks, training programs, demonstrations, or appearances conducted on his/her own time for matters generally which he/she is not compensated in the performance of Florida SBDC responsibilities.**
- D. Accept employment with an SBDC client after their termination of employment or contract with the Florida SBDC, as long as such employment was not solicited by the employee or outside consultant in violation of section IV.**

IV. Prohibited Acts

A Florida SBDC employee or outside consultant providing assistance may not do any of the following:

- A. Accept gifts or payments from a client, except as provided in section III.**
- B. Take actions that provide, or create the appearance of providing, material benefit to one client over another.**
- C. Provide preferential treatment to any client referred to it by an organization with which a financial, business, or other relationship exists.**
- D. Recommend and/or provide goods or services to any client from sources which the employee or outside consultant has a direct or indirect interest.**
- E. Provide SBDC services to a business in which the employee or outside consultant or immediate family member has a vested interest. This provision, however, does not preclude the employee or outside consultant or his or her family from becoming an SBDC client. In such a case, disclosure of the relationship must be made in writing to the employee's or**

outside consultant's SBDC director or, if it is the director of the center, to the State Director.

- F. Except in the case of a public offering, invest or make a personal loan to any client who is not related to the employee or outside consultant by blood or marriage.**
- G. Participate in negotiations on behalf of a client with any lender or investor in that business. This provision, however, does not preclude the SBDC employee or outside consultant from participating in conversations with lenders or investors for the purpose of delivering SBDC services.**
- H. Participate in any lending or credit decisions affecting a client.**
- I. Solicit from or engage in private business engagements with a client or any person receiving SBDC consulting during the term of employment or outside consultant contract.**
- J. Release or disclose to any third party any information about a client's relationship with the SBDC, nor any information about the business or personal matters of any client to any person or agency outside the Florida SBDC unless agreed to in writing by the client or required by law. Sharing of information with other Florida SBDC employees and/or Florida SBDC outside consultants for the purpose of providing services is acceptable.**
- K. Knowingly, or with intent, make any false oral or written statement concerning a client, Florida SBDC or host institution.**
- L. Enter, record or report false or misleading data, or data that does not comply with the intent, spirit and requirement of Florida SBDC Network policy.**
- M. Violate any federal or state law regarding the abuse or unauthorized access of computer network systems.**
- N. Violate Terms of Use, End User License Agreements, copyright, or other agreements regarding computer software or Software-as-a-Service products provided by the Florida SBDC Network.**
- O. Violate the UWF Computing Resource Usage Agreement while utilizing the computer network systems or software owned or licensed by the University of West Florida, the host institution of Florida SBDC Network Headquarters. The agreement is available here: <https://confluence.uwf.edu/display/public/UWF+Computing+Resources+Usage+Agreement>.**
- P. Violate the Florida SBDC Network Acceptable Use Policy located at the end of this document:**

V. Outside Engagements by SBDC Employees

SBDC employees engaged in paid activities outside normal working hours and scope of SBDC duties will:

- A. Assure that the outside activity is performed outside the normal course of business and does not interfere with the full performance of the employee's SBDC paid responsibilities.**
- B. Notify, in writing and in advance, the SBDC Regional Director, or, if it is the director, to the State Director, advising the nature of the proposed or current activity and any potential for conflict of interest which might arise from it.**
- C. Assure that his or her SBDC position or title is not used to represent themselves or the network to further individual gain.**
- D. Assure that no facilities, equipment, personnel or services of the SBDC are utilized to support any outside engagement.**

VI. Client-Initiated Private Engagement of Employees and Outside Consultants

As stated in Section IV-I, Florida SBDC employees and outside consultants are strictly prohibited from soliciting private business engagements with any SBDC client during the term of their employment or contract. Further, where an employee or outside consultant of a non-Federal entity providing assistance as a Florida SBDC Network employee or outside consultant also provides services in exchange for pay in her or his private capacity, that employee or outside consultant may not accept as a client for her or his private services any individual or firm she or he assists as a Florida SBDC employee or outside consultant.

Exception – Client-Initiated. If an employee or outside consultant becomes aware during the term of employment or contract with the SBDC that a client wishes to enter into a private engagement with the employee or outside consultant, the employee or outside consultant may accept the private business engagement from the client provided that:

- A. The private engagement was initiated by the client, not by the employee or outside consultant, and**
- B. The employee or outside consultant obtain a signed “Private Engagement of an SBDC Employee or Outside Consultant” form from the individual prior to accepting the private engagement. (see Appendix A), and**
- C. The host institution's authorized representative allows such engagements provided in this section.**

VII. Procedures

- A. Florida SBDC Regional Directors are responsible for assuring compliance with this policy within their center. Directors should conduct training on the requirements of this policy for all employees and outside consultants upon commencement of the employment or consulting relationship and annually thereafter.**
- B. Florida SBDC Regional Directors must review their files annually to assure that they have signed as witness the Certification Form for all current employees and outside consultants. The Certification Form must be signed annually by all employees and outside consultants.**
- C. Penalties for violation of any of these policies may include, but not be limited to, reprimand, suspension of employment, and/or termination of employment or contracting agreement.**
- D. Actual, suspected, or potential violations of this policy or conflicts of interest shall be brought to the attention of the regional director of the SBDC which has retained the employee or outside consultant. The director shall promptly investigate. The director and host institution are responsible for resolving any identified code violations.**
- E. If the matter is not resolved by the director and/or host institution and employee or outside consultant, the director shall prepare a written statement describing the matter and forward it along with a recommendation to the Florida SBDC Network State Director. The State Director will investigate the matter and notify the employee or outside consultant in writing whether there is a violation of this policy and impose one of the remedies identified in section 8.**
- F. Any person adversely affected by the decision of the State Director on a matter covered by this policy may request an appeal to an Ethics Review Panel within 30 days after receipt of notice of the decision given pursuant to 7(c). The Ethics Review Panel will consist of two SBDC Regional Directors elected by the network of SBDC Regional Directors and one representative of the University of West Florida. The Ethics Review Panel shall offer an advisory opinion to the State Director as to whether there has been a violation of this policy or a conflict of interest.**

VIII. Remedies

After following the procedures identified above, if the Florida Small Business Development Center State Director in his or her judgment determines that an employee or outside consultant has violated this policy and the host institution has failed to address the situation, then the State Director may take any of the following actions:

- A. Require of the host institution remedial action toward the employee or outside consultant, sufficient to avoid future or continuing violation.**
- B. Suspend the Small Business Development Center program of the host institution on a temporary or permanent basis.**

IX. Assets

- A. Assets, including but not limited to computer hardware and software, access to network systems and databases, client files, documents and lists, must be promptly returned to the Florida Small Business Development Center upon conclusion of the employment period or outside consultant engagement period.**
- B. Small Business Development Center Directors are responsible for assuring compliance with this policy within their respective service area. Directors must maintain a current listing of any intangible assets such as computer software programs and specifically list where they are being used (computer location, laptop or network server identification) and the person assigned responsibility for the asset. This listing must be retained the Small Business Development Center and forwarded to the State Office if requested.**



March 13, 2024

Florida SBDC Network - Acceptable Use Policy

1. Summary

The Florida Small Business Development Center Network ("FSBDCN") committed to providing valuable support and resources to our clients while maintaining the highest standards of confidentiality, ethical conduct, and data security. This Acceptable Use Policy outlines the guidelines and responsibilities for the use of software tools, including, but not limited to, Large Language Models (LLMs) and generative Artificial Intelligence (AI) technologies that generate text copy, images, video, phone or video call transcripts and/or summaries or other media within the FSBDCN. Examples of such tools include, but are not limited to, OpenAI's ChatGPT, Microsoft Copilot or Windows features that leverage AI, Google Bard, Midjourney, Anthropic's Claude, Synthesia, Otter.ai, Read.ai, and AI Notetaker by Fathom. It emphasizes the protection of confidential client data, prohibits the entry of Controlled Unclassified Information (CUI), Personally Identifiable Information (PII), trade secrets, financial data, or other confidential or private information into such tools, and stresses the importance of ethical content generation and validation before release to clients.

2. Confidentiality and Data Security

a. **Client Data Protection:** All personnel are responsible for safeguarding client information and ensuring its confidentiality. Client data includes, but is not limited to, business plans, financial records, trade secrets, marketing plans, proprietary information, and any other materials entrusted to FSBDCN.

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b. **Prohibition of CUI and PII:** No Controlled Unclassified Information (CUI) or Personally Identifiable Information (PII) should ever be entered into software tools, including generative AI technologies, unless specifically authorized by the FSBDCN State Director's Office in advance. CUI and PII must be handled in compliance with applicable laws, regulations, and best practices.

c. **Secure Access:** Access to client data and generative AI tools should be limited to authorized personnel only as deemed necessary for completion of duties. Use strong, unique passwords and implement multi-factor authentication (MFA) where available. Vendors who cannot provide an MFA solution should not be considered for contracts or purchases.

3. Ethical Standards and Content Generation

a. **Responsible Use:** Personnel must use generative AI technologies responsibly, ensuring that the generated content aligns with ethical standards and the best interests of our clients.

b. **Content Validation:** Prior to sharing any content generated by AI tools with clients, personnel must review and validate the accuracy, relevance, and appropriateness of the generated material. Generated content should not be released to clients without careful evaluation.

c. **Content Ownership:** Clients must be made aware of potential issues regarding ownership of content generated by free or paid AI software tools. Personnel must endeavor to determine if a generative AI or other assistance was used by a client to generate content. Any such tools used by clients should have any terms and conditions evaluated by an approved subject matter expert prior to use of the tool.

d. **Avoid Plagiarism:** Do not use generative AI to produce content that plagiarizes or infringes upon the intellectual property rights of others. Ensure all generated content is original and appropriately cited.

e. **Bias and Fairness:** Be aware of potential biases in generative AI tools and make efforts to mitigate any discriminatory or unfair content. Do not use AI-generated content that promotes discrimination or violates FSBDCN policies.

4. Reporting Violations

a. **Internal Reporting:** Any personnel who become aware of violations of this policy, including data breaches or unethical content generation, must promptly report them to their immediate supervisor or the designated representative from the FSBDCN State Director's Office.

5. Consequences of Violations

a. **Disciplinary Action:** Violations of this policy may result in disciplinary actions, including but not limited to verbal or written warnings, suspension, separation, and legal action as deemed necessary.

6. Policy Review and Updates

a. **Regular Review:** This policy will be reviewed periodically and updated as necessary to reflect changes in technology, regulations, and best practices.