

**Certificate for Red Team Participants for  
America COMPETES Prize Competition:**

PETs Prize Challenge: Advancing Privacy-Preserving Federated Learning

**Nondisclosure, Conflicts of Interest & Rules of Conduct**

Name: \_\_\_\_\_

Username: \_\_\_\_\_

Team Name: \_\_\_\_\_

Email: \_\_\_\_\_

1) I acknowledge that by participating in the red team phase of the challenge prize competition identified above (“Challenge”) in order to develop attack scenarios and conduct privacy vulnerability attacks on the solutions of blue team participants (“Blue Team Participants”), NIST will provide me with access to Blue Team Participants’ confidential information (“Blue Team Information”).

2) I represent I will not knowingly disclose any Blue Team Information obtained during the Challenge (including, but not limited to technical papers, code, algorithms, or any other information related to entry submissions and demonstrated solutions), directly or indirectly, to any person other than a registered member of my Challenge red team, NIST’s Challenge Manager, or a person authorized by the NIST Challenge Manager to receive such information. I understand that under applicable laws and regulations, unauthorized disclosure of such information may result in administrative, civil and criminal penalties.

3) To the best of my knowledge, I represent that I do not have an actual or potential conflict of interest with any Blue Team Participants. This means that I do not have personal or financial interests in, and am not an employee, officer, director, or agent of, any entity that is a Blue Team Participant. I will immediately identify any exceptions (entities or individuals) of which I am or become aware to NIST by sending an email to [privacyeng@nist.gov](mailto:privacyeng@nist.gov).

4) I represent that if, at any time during the red team phase, I become aware that I have an actual, apparent or potential conflict of interest, I will immediately stop all work in the red team phase and consult with the NIST Challenge Manager, who will determine whether such actual or potential conflict of interest may be addressed by recusal, or requires disqualification, or other appropriate action. I understand that any such determination shall be within the sole discretion of the NIST Challenge Manager.

5) I represent that I will operate in a transparent manner in accord with the following minimum standards of conduct:

A. I will base each of my attack report findings on the published evaluation criteria;

B. I will remain free from bias in making attack report findings;

C. I will submit attack reports for assigned Blue Team Participants in accordance with the official rules of the Challenge;

D. I will not discuss attack report findings or matters related to competition entries with any unauthorized individuals, including federal personnel, even after competition award, without specific prior approval from NIST's Challenge Manager or his/her representative;

E. I will not disclose a Blue Team Participant's Challenge entry components information, materials or test and evaluation results to another registered participant or other individuals except for registered members of my Red Team, the NIST judging panel assigned to this Challenge, and NIST's Challenge Manager and his/her representative;

F. I will remain free from conflicts of interest with Blue Team Participants;

G. I will disclose to NIST any contact during a competition with a Blue Team Participant regarding prospective employment;

H. I will not ask for, demand, exact, solicit, seek, accept, receive, or agree to receive, directly or indirectly, any money, gratuity, or other thing of value from any Blue Team Participant or any officer, employee, representative, agent, or consultant of a Blue Team participant. I will advise my family that the acceptance of any such money, gratuity, or other thing of value by them may be imputed to me as a violation and must therefore be avoided.

I. I will not solicit or accept any promise of future payment, employment or business opportunity from, or engage, directly or indirectly, in any discussion of future payment, employment or business opportunity with any Blue Team Participant or any officer, employee, representative, agent, or consultant of a Blue Team Participant.

J. I will not knowingly use my role in this competition as a red team participant to ask for, demand, exact, solicit, seek, accept, receive, or agree to receive, directly or indirectly, any money, gratuity, or other thing of value from anyone where doing so could bias or appear to bias my attack report findings.

6) I understand that my obligations under this certificate are of a continuing nature. If at any time during the Challenge I am contacted by a Blue Team Participant or a competitor to a Blue Team Participant concerning payment, employment or other business opportunity or the offer of a gift, or I otherwise encounter circumstances in which my participation in the red team phase might result in an actual, apparent, or potential conflict of interest, I will immediately seek the advice of NIST's Challenge Manager or his/her representative.

7) I understand that my responses and data that I provide in my role as a red team participant may be used by NIST for future research related to this prize challenge. I understand that NIST will not include my identity if the research is later published.

8) I understand all elements of and information pertaining to the red team phase are not to be disclosed (for example, privacy vulnerability findings, comments, documents, exchanges, meeting notes, or any other information provided to me as part of the red team phase) and are protected under this NDA-COI indefinitely. I agree that within 90 days after the announcement of the final winners of the challenge, I will destroy and not retain copies of such information provided to me, including Blue Team Participants' Challenge entry components.

9) My obligations under Sections (5)(F)-(I) of this agreement expire 90 days after the announcement of the final challenge winners.

These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (a) classified information, (b) communications to Congress, (c) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (d) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_