

Comment from Public Member Jack Beermann on *Contractors in Rulemaking*
June 9, 2022

I have a small number of minor, mostly stylistic comments on this excellent proposed recommendation:

Lines 58-59 I suggest clarifying the subject of disclosure that is recommended. Disclosure of what?

Line 88—I think we need a definition of "covered employee." It is not clear to me that that refers to.

Line 92—I found the word "improperly" confusing. I think it would be better just to delete the word because I believe the remainder of the sentence covers the conflict of interest without it, and the word implies that perhaps there is something else wrong with the way the employee performed the function.

Line 99, I suggest changing "breach of this obligation" to "misuse of confidential information" because the only obligation mentioned is to put something in the contract and it is my understanding is that the intent is to refer to misuse of confidential information.

Line 109, simply stylistic, I suggest changing "providing" to "whether to provide"

Jack Beermann