

CONFLICT OF INTEREST POLICY

The purpose of this Policy is to protect the interests of ██████████ Foundation by: (i) preventing the personal interest of Members, Directors, Officers, Employees or Independent Contractors from interfering with the performance of their duties to the Foundation and (ii) avoiding any inappropriate personal financial, professional or political gain on the part of such persons at the expense of the Foundation. This Policy is intended to supplement but not replace any applicable federal or state laws governing conflicts of interest.

DEFINITIONS

“**Board**” means the Board of Directors of the Foundation.

“**Conflict of Interest**” or “**Conflict**” means a conflict of interest, or the appearance thereof, between the private interests and official responsibilities of a Member, Director, Officer, Employee or Independent Contractor. A conflict of interest shall be presumed when a Covered Person: (i) does business with, or serves as a director, trustee, officer, employee or holder of more than 10% of ownership interests of, an affected organization; (ii) is affiliated, either through employment or volunteer activities, with a grantee; (iii) has any other formal affiliation or material interest in an affected organization; or (iv) could expect financial gain or loss or other personal benefit from a particular decision or transaction of the Foundation.

“**Covered Person**” means a Member, Director, an Officer, an Employee, an Independent Contractor or a member of the Immediate Family of any such individual.

“**Director**” means a member of the Board.

“**Employee**” means the President, Senior Program Officer, Program Officer, Associate Program Officer, Grants Manager, Administrative Assistant and any other individual who may be employed on a full or part time basis by the Foundation.

“**Foundation**” means ██████████ Foundation, an ██████████ not-for-profit corporation.

“**Immediate Family**” means a spouse, parent, child, sibling, spouse of a child or sibling of, or other individual living in the same household as, an affected individual.

“**Independent Contractor**” means an individual employed by ██████████ [affiliated company] who provides services to the Foundation on a routine and compensated basis pursuant to an understanding with the Foundation.

“**Member**” means any individual who becomes a member of the Foundation pursuant to the By-laws of the Foundation.

“**Officer**” means the Chair of the Board, President, Treasurer and Secretary of the Foundation and any other officer elected from time to time by the Board of the Foundation.

GENERAL POLICY

The Foundation is committed to honesty, integrity and fairness in the conduct of its activities. Inevitably, the interests of Members, Directors, Officers, Employees or Independent Contractors will involve them in other organizations or activities that may intersect with the affairs of the Foundation. It would disadvantage the Foundation to prohibit Covered Persons from becoming involved in outside activities, but their participation in such activities must not impair the fairness or integrity of Foundation actions or decision-making. Members, Directors, Officers and Employees must act with undivided loyalty to the interests of the Foundation and avoid conflicting loyalties to advocacy or interest groups, business interests, personal interests or other organizations with which they are employed or volunteer.

The fact that a proposed transaction or arrangement involves an actual or potential Conflict of Interest does not necessarily mean it is illegal or prohibited, it merely requires that the following Practices and Procedures be followed. Any actual or potential Conflict of Interest must be disclosed pursuant to such Practices and Procedures and any Covered Person must abstain from participating in any decision-making with respect to any matter in which his or her personal interests and those of the Foundation may be in conflict.

No Covered Person shall derive any personal profit or gain, directly or indirectly, because of his or her service to, or relationship with, the Foundation, unless the transaction is specifically approved by the Board following disclosure as provided under the Practices and Procedures set forth below. No Covered Person shall conduct private business with, or provide personal services to, the Foundation, unless such business or service is conducted in an open and objective manner to ensure proper review and authorization, equal competitive opportunity and equal access to information. Notwithstanding the foregoing, pursuant to the Foundation’s Policy on Self-Dealing dated January 1, 2008, the Foundation strictly prohibits any self-dealing activity which involves a prohibited financial transaction. This Policy supplements, but does not supercede, the provisions of that policy.

PRACTICES AND PROCEDURES

1. **Notice of Policy and Annual Statements** Every Member, Director, Officer, Employee and Independent Contractor shall sign a Conflict of Interest Disclosure and Confidentiality Statement upon commencement of such person's term of office, employment or relationship with the Foundation and thereafter at least annually. Failure to sign does not nullify the Policy.
2. **Current Disclosure** Each Member, Director, Officer, Employee and Independent Contractor is under an obligation to inform the Foundation of any potential Conflict of Interest or bias for or against a particular grant, action or policy, prior to or at the time such grant, action or policy is under consideration by the Members or the Board of Directors. Any

such potential Conflict of Interest on the part of any Covered Person and all material facts relating thereto shall be disclosed to the President of the Foundation and the Board (and in the case of a matter coming before the Members, the Members), and made a matter of record as soon as the issue in question is raised and a potential conflict is known.

3. **Member/Board Action** Following disclosure of a potential Conflict of Interest, the Members or the Board, as the case may be, shall determine whether a conflict of interest exists and, if so, the Members or the Board, as the case may be, shall vote to authorize or reject the transaction or take any other action deemed necessary to address the conflict and protect the Foundation's best interests. Votes shall be by majority vote without counting the vote of any interested Member or Director, as the case may be, even if the disinterested Members or Directors are less than a quorum, provided at least one consenting Member or Director is disinterested.
4. **Recusal** An interested Member, Director, Officer, Employee or Independent Contractor shall not participate in any Member or Board discussion, in which the subject is a transaction or situation in which there may be an actual or potential Conflict of Interest. However, such person may be present to provide information and answer questions during such a discussion, unless objected to by any present Member or Director. When the Members are, or the Board is, to decide upon an issue about which a Member, Director, Officer, Employee or Independent Contractor may have a Conflict of Interest, any Member or Director may ask the affected individual to leave the meeting during the vote and in any event such affected individual shall abstain from voting on the matter. Disclosure, abstention and the vote and disposition of the matter shall be recorded in the minutes of the meeting(s) at which the issue is discussed and decided.
5. **General Practice** In any situation not specifically covered by the previous paragraphs, Members, Directors, Officers,, Employees and Independent Contractors shall consider carefully any potential conflict between their personal interests and those of the Foundation and shall refrain from any action that might be perceived as an actual or potential Conflict of Interest pending approval by the Members or the Board, as the case may be.
6. **Involvement with Potential or Actual Grantees** The foregoing policies and practices are not intended to discourage Members, Directors, Officers, Employees or Independent Contractors from serving as board members or otherwise being involved in volunteer activities with a wide spectrum of nonprofit organizations. Thus, from time to time, potential Conflicts of Interest or the appearance of such conflicts, including particularly grant requests from such nonprofit organizations, will inevitably arise. Such potential Conflicts of Interest or appearances thereof shall be handled as outlined in the foregoing paragraphs.

FOUNDATION

Conflict of Interest Disclosure and Confidentiality Statement

During the time that I serve as a Member, Director or Employee of, or Independent Contractor for, the Foundation, I realize that I will gain access to information that may be considered confidential or proprietary, including information relating to submitted proposals, criteria or decisions made with regard to the business of the Foundation.

Since confidential and proprietary information is crucial to the operation of the Foundation, and the Foundation has an obligation to protect such confidential or proprietary information, I agree that I will not use, publish or disclose such information during or subsequent to my employment, engagement or participation on the Board, and I will preserve the restricted nature of such information except to the extent it becomes publicly available, or is otherwise lawfully obtained outside the scope of this agreement from third parties.

Additionally, as a Member, Director, Employee or Independent Contractor, I understand that I have an obligation to disclose and eliminate (if necessary) any potential or actual conflict of interest.

Below, I have listed all community organizations, non-profit entities, charitable programs and other corporations, partnerships or entities that I or a member of my Immediate Family have a relationship with that have sought or may potentially in the future seek to do business with or seek a grant from the Foundation. The term "relationship" means any relationship with a person or organization, whether financial (including a significant donation in an amount sufficient to create meaningful influence over the affairs of an organization), employment (including a volunteer assignment, part-time job or consulting or independent contractor position) or fiduciary (such as a board member or officer).

Name of Entity or Program

Position or Interest

I hereby certify that I have received, read, understand and agree to comply with the foregoing statement and the Foundation's Conflict of Interest Policy and that the information provided above is complete and accurate to the best of my knowledge.

Date

Name (printed or typed)

Signature