

## **PREVENT BLINDNESS POLICIES & PROCEDURES**

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Policy Name:	Conflict of Interest Policy
Policy Description:	To provide guidance to key volunteers and staff on disclosing conflicts of interest and how to avoid conflicts in all actions taken by them on behalf of Prevent Blindness.
Approved by Committee:	Finance & Administration Committee, January 11, 2008
Approved by Board:	Board of Directors, January 12, 2008

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### ***CONFLICT OF INTEREST POLICY***

This conflict of interest policy is designed to assist key volunteers and staff of Prevent Blindness in identifying situations that present potential conflicts of interest and in providing Prevent Blindness with a procedure which, if observed, will allow a transaction to be treated as valid and binding even though a key volunteer or staff has or may have a conflict of interest with respect to the transaction. The policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

#### ***Definitions***

***Conflict of Interest:*** For purposes of this policy, the following circumstances shall be deemed to create Conflicts of Interest:

- **Outside Interests**
  - A contract or transaction between Prevent Blindness and a key volunteer or staff member or a family member of a key volunteer or staff member.
  - A contract or transaction between Prevent Blindness and an entity in which a key volunteer or staff member or family member of a key volunteer or staff member has a material financial interest or of which such person is a director, officer, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator, or other legal representative.
- **Outside Activities**
  - A key volunteer or staff member competing with Prevent Blindness in the rendering of services or in any other contract or transaction with a third party.
  - A key volunteer or staff member having a material financial interest in; or serving as a director, officer, employee, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator or other legal representative of, or consultant to; an entity or individual that competes with Prevent Blindness in the provision of services or in any other contract or transaction with a third party.

- Gifts, Gratuities and Entertainment
  - A key volunteer or staff member accepting gifts, entertainment or other favors from any individual or entity that:
    - does or is seeking business with, or is a competitor of Prevent Blindness
    - has received, is receiving or is seeking to receive a loan or grant, or to secure other financial commitments from Prevent Blindness
    - under circumstances where it might be inferred that such action was intended to influence or possibly would influence the key volunteer or staff member in the performance of his or her duties.
  - This does not preclude the acceptance of items of nominal or insignificant value or entertainment of nominal or insignificant value which are not related to any particular transaction or activity of Prevent Blindness.

**Key Volunteer:** any person serving as an officer, member of the Board of Directors, or on any committee of Prevent Blindness that has responsibility for making strategic and policy recommendations to the Board of Directors.

**Family Member:** a spouse, domestic partner, parent, child or spouse of child, brother, sister or spouse of brother or sister, of a key volunteer or staff member.

**Material Financial Interest:** in an entity is a financial interest of any kind, which, in view of all the circumstances, is substantial enough that it would, or reasonably could, affect a key volunteer or staff member's judgment with respect to transactions to which the entity is a party. This includes all forms of compensation.

**Contract or Transaction:** is any agreement or relationship involving the sale or purchase of goods, services, or rights of any kind, the providing or receipt of a loan or grant, the establishment of any other type of financial relationship, or review of a charitable organization by Prevent Blindness. The making of a gift to Prevent Blindness is not a contract or transaction.

## **Procedures**

### **Duty to Disclose**

- Prior to board or committee action on a contract or transaction involving a conflict of interest, a key volunteer or staff member who is in attendance at the meeting shall disclose all facts material to the conflict of interest. Such disclosure shall be reflected in the minutes of the meeting.
- Any key volunteer or staff member who plans not to attend a meeting at which he or she has a reason to believe that the board or committee will act on a matter in which the person has a conflict of interest shall disclose to the chair of the meeting all facts material to the conflict of interest. The chair shall report the disclosure at the meeting and the disclosure shall be reflected in the minutes of the meeting.

### ***Determining Whether a Conflict of Interest Exists***

- After disclosure of the potential conflict of interest and all material facts, and after any discussion with the key volunteer or staff member, he/she shall leave the board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

### ***Procedures for Addressing Conflict of Interest and Discussion of Matter***

- A person who has a conflict of interest shall not participate in or be permitted to hear the board's or committee's discussion of the matter except to disclose material facts and to respond to questions. Such person shall not attempt to exert his/her personal influence with respect to the matter, either at or outside the meeting. If considered necessary by the chair of the board or committee, the person who has a conflict of interest may be asked to leave the meeting during the discussion of, and the vote on, the contract or transaction involving the possible conflict of interest.
- A person who has a conflict of interest with respect to a contract or transaction that will be voted on at a meeting shall not be counted in determining the presence of a quorum for purposes of the vote. Such person's ineligibility to vote shall be reflected in the minutes of the meeting. (Note: this paragraph also applies when a member of the Board of Directors of Prevent Blindness stands for election as an officer or for re-election as a member of the Board of Directors)

### ***Confidentiality***

- Each key volunteer and staff member shall exercise care not to disclose confidential information acquired in connection with such status or information the disclosure of which might be adverse to the interests of Prevent Blindness. Furthermore, a key volunteer or staff member shall not disclose or use information relating to the business of Prevent Blindness for the personal profit or advantage of the key volunteer or staff member or the key volunteer or staff member's family members.

### ***Review of Policy***

- Each new key volunteer and staff member shall be required to review a copy of this policy and to acknowledge in writing that he or she had done so.
- Each key volunteer and staff member shall annually complete a disclosure form identifying any relationships, positions or circumstances in which the key volunteer or staff member is involved that he/she believes could contribute to a conflict of interest arising. Such relationships, positions, or circumstances might include service as a director of or consultant to a nonprofit organization, or ownership of a business that might provide goods or services to Prevent Blindness. Any such information regarding business interests of a key volunteer or staff member or a family member of a key volunteer or staff member shall be treated as confidential and shall generally be made available only to the Chair of the Board of Directors, President & CEO, and any committee chair for which the person is involved with.

**PREVENT BLINDNESS  
CONFLICT OF INTEREST DISCLOSURE STATEMENTS  
FOR THE PERIOD January 2018 through December 2018**

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To the best of my knowledge, the following relationships, positions, or circumstances in which I am involved may be a possible conflict of interest (as defined in Prevent Blindness's Conflict of Interest Policy):

<i><b>Organization/Company</b></i>	<i><b>Position/Office Held</b></i>	<i><b>Term/Interest</b></i>

**I hereby certify that the information set forth above is true and complete to the best of my knowledge. I have reviewed, and agreed to abide by, the Conflict of Interest Policy of Prevent Blindness that is currently in effect.**

\_\_\_\_\_  
Name and Key Volunteer/Staff Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Note: If, during the disclosure period, other potential conflicts arise, I agree to inform the Chair of the Board of Directors and modify this disclosure statement.*