

**NATURAL AREAS ASSOCIATION  
CONFLICT OF INTEREST / CONFIDENTIALITY / NON-DISCLOSURE**

Natural Areas Association (NAA) is and non-profit organization committed to achieving the highest standards of professionalism and ethical conduct in its operations and activities. Given the sensitive nature of the activities in which NAA is involved and the types of information it may receive or produce, there is also paramount importance to maintaining high ethical standards and confidentiality. NAA expects all Interested Parties to conduct their business according to the highest ethical standards of conduct and to comply with all applicable laws. Business decisions should be made in the best interests of the organization.

NAA provides this policy language to assist Interested Parties (employees, directors, or volunteers) in understanding the standards surrounding this code of conduct and confidentiality. Together with the formal signed Conflict of Interest Policy, Annual Attestation, and the Code of Ethics, we intend to provide clarification regarding Interested Party responsibility and consequences regarding and relating to confidentiality. This Policy applies to all directors, officers, employees, committee members and volunteers of the organization referred to as Interested Parties.

**CONFLICT OF INTEREST.** A potential or apparent conflict of interest occurs when an Interested Parties' outside interests (for example, financial or personal interests) interfere with NAA's interests or the Interested Parties work-related duties. Defined, "Conflict of Interest" arises in situations where, in the judgment of the Non-Profit's board of directors:

- (a) The outside interests or activities of a director, officer, employee, committee member or volunteer interfere or compete with the organization's interests;
- (b) The stake of a director, officer, employee, committee member or volunteer in a transaction or arrangement is such that it reduces the likelihood that such person's influence can be exercised impartially in the best interests of the organization;
- (c) A director, officer, employee, committee member or volunteer has divided loyalties; or
- (d) An Excess Benefit Transaction would occur. An Excess Benefit Transaction is any transaction in which an economic benefit is provided by the organization, directly or indirectly, to or for the use of a disqualified person (any person who was in a position to exercise substantial influence over the affairs of the Non-profit at any time during a five-year lookback period). This excess benefit could be any kind of transaction in which an insider receives an economic benefit from an exempt organization that exceeds the fair market value of what the organization receives in return (goods and services, loans, property, reduced rent as potential examples).

Examples of potential conflicts of interest include but are not limited to: when an Interested Party is in a position to influence a decision that may result in a personal gain for the Interested Party or the Interested Parties family member as a result of NAA's business dealings; where a personal interest reduces the likelihood that an Interested Parties influence or judgment can be exercised impartially in the best interests of NAA; a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which NAA is negotiating a transaction or arrangement; a legal commitment or financial interest, including by virtue of a board appointment, employment position, committee or volunteer arrangement, to act in the interests of another entity or individual that causes a conflict or duality of interest or the appearance of such conflict or duality of interest.

Further, Interested Parties should not permit outside interests to interfere with their job duties, including but not limited to exercising good judgment and acting in the best interest of NAA while performing such duties.

**DUTY TO DISCLOSE.** An Interested Person must disclose the existence of any actual, potential, or perceived Conflict of Interest as soon as such Interested Person identifies that there may be a Conflict of Interest. This duty is in addition to and not in replacement of the annual statements and disclosures requirement. The disclosure shall be made to:

- the [board of directors/Executive Committee] if the Interested Person is a director or officer; or
- the Interested Person's manager if the Interested Person is an employee, committee member or volunteer, who shall in turn inform the [board of directors/Executive Committee] of the disclosed Conflict of Interest.

The Interested Person will be given the opportunity to disclose all material facts to the Executive Director or Board of Directors including the circumstances giving rise to the existence of any actual, potential, or perceived Conflict of Interest. The Board Members will make a determination as to whether or not a Conflict of Interest exists.

If the Board has reasonable cause to believe an Interested Person has failed to disclose an actual, potential, or perceived Conflict of Interest, it shall inform the Interested Person of the basis for such belief and afford the Interested Person an opportunity to explain the alleged failure to disclose. If, after hearing the Interested Person's response and after making further investigation as warranted by the circumstances, the board determines the Interested Person has failed to disclose an actual, potential, or perceived Conflict of Interest, it shall take appropriate disciplinary and corrective action, up to and including termination of employment or volunteering, or removal from the board.

Each director, officer, employee, committee member and volunteer is responsible for reporting to his or her manager or to the board any suspected failure to disclose by any Interested Person, regardless of position, in accordance with the Non-Profit's whistleblower policy.

**FAVORS AND GIFTS.** NAA prohibits Interested Parties from seeking or accepting any gifts, favors, entertainment, payment, or loans for themselves or their family members from any client, customer, participant, vendor, supplier, contractor, volunteer, or other party doing business with the organization. If an Interested Party has an outside interest which requires a payment, loan or other exchange, such relationship must be disclosed to the Executive Director, and in turn the Board, who will make a decision regarding any existing or apparent conflicts of interest and appropriate actions. Any such exchanges should never occur in relation to any NAA business, during the scope of employment or service to the Natural Areas Association.

**ANNUAL DISCLOSURE.** Each director, officer, employee, committee member and volunteer will disclose annually the existence of any actual, potential, or perceived Conflict of Interest and any previously unreported Conflicts of Interest in writing on the organization's disclosure form in accordance with this Policy and sign a statement that affirms that each person has received a copy of the detailed policy and has read and understands the policy. In addition, said individual agrees to comply with the policy. The Annual Disclosure requires written confirmation that the individuals (1) has no Conflict of Interest to report or is reporting current and any previously unreported Conflicts of Interest; and (2) Understands that the organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

**CONFIDENTIALITY / NON-DISCLOSURE.** NAA prohibits the use of an Interested Parties connection or position with the organization, the use or disclosure of Confidential Information or NAA’s relationship with its clients, members, participants, vendors, suppliers, contractors, or volunteers for private gain or to obtain benefits for themselves or members of their family. This applies immediately upon employment and continues during and after employment.

“Confidential Information” means all information, documentation, or material that is confidential, privileged, protected from disclosure or discovery, commercially sensitive, proprietary, otherwise commercially valuable, or that which is not generally known or readily ascertainable to other persons; such information includes that of the organization or any of its affiliates, predecessors, or successors, and to any of each of their officers, directors, managers, members, owners, principals, executives, employees, contractors, volunteers, attorneys, agents, and/or any other persons acting or purporting to act on their behalf. Additionally, “Confidential Information” shall include confidential or proprietary information that NAA receive from third parties, such as clients, members, participants, or vendors, that is subject to a duty on the organizations part to maintain the confidentiality of such information and to use it only for certain limited purposes.

While employed by NAA, and at all times thereafter, Interested Parties are required to hold in strictest confidence and not disclose, use, or publish any Confidential Information (as defined above), except as such disclosure, use, or publication may be required in connection with authorized duties for NAA, or unless the Executive Director expressly authorizes such disclosure in writing.

Interested Parties must not copy any documents, records, files, media, or other resources containing any Confidential Information, or remove any such documents, records, files, media, or other resources from the premises or control the organization, except as required in the performance of any authorized duties or with the prior consent of the Executive Director and then, such disclosure(s) shall be made only within the limits and to the extent of such duties or consent.

Interested Parties should bring all questions regarding whether information should be kept confidential, any potential conflict, or other matters related to this Agreement to the Executive Director, particularly before engaging in any action that may pose a potential conflict of interest or disclosure of confidential information. This policy is not intended to preclude or dissuade Interested Parties from engaging in activities protected by local, state, or federal law, including the National Labor Relations Act such as discussing wages, benefits or terms and conditions of employment or other protected concerted activities.