

## Chapter Conflict of Interest

### General

This conflict of interest policy is designed to help executive committee members, board and other committee members, officers, other volunteers, and employees of the Chapter identify situations that present potential conflicts of interest and to provide the Chapter with a procedure, which if observed, will allow a transaction to be treated as valid and binding even though an executive committee member, board or other committee member, officer, other volunteer, or employee has or may have a conflict of interest with respect to the transaction. In the event there is an inconsistency between the requirements and procedures prescribed herein and those in an applicable statutory provision, the statutory provision shall control.

### Definitions

“Covered Person” means any person serving as a Chapter executive committee member, officer, board or committee member, or other volunteer group member, or employee.

“Family Member” means a spouse, domestic partner, parent, child, or spouse of a child, brother, sister, or spouse of a brother or sister, of a Covered Person.

“Financial Interest” means a financial or pecuniary interest of any kind, which in view of all the circumstances is substantial enough that it would affect, or could reasonably be perceived by others to affect, the Covered Person’s or Family Member’s judgment with respect to transactions to which the Chapter is a party. This includes all forms of compensation. For purposes of this policy, an ownership interest of less than three (3) percent in a publicly traded company shall not, by itself, constitute a Financial Interest.

“Representative” means a director, officer, agent, partner, consultant, trustee, or representative.

“Transaction” means any agreement, relationship, or business dealing involving: the sale or purchase of goods, services, or rights of any kind; providing or receiving a loan or grant, or the establishment of another type of pecuniary relationship. The making of a gift to the Chapter is not a Transaction.

### Conflicts of Interest

For purposes of this policy, each of the following circumstances shall be deemed a conflict of interest:

#### 1. Outside Interests

- (a) A Transaction involving the Chapter and a Covered Person or Family Member.
- (b) A Transaction involving the Chapter and an entity in which a Covered Person or Family Member has a Financial Interest, or of which such person serves as a Representative.

#### 2. Outside Activities

- (a) A Covered Person competing with Chapter in the rendering of services or the provision of goods.
- (b) A Covered Person having a Financial Interest in, or being a Representative of, an entity that competes with the Chapter.

## Procedure

Prior to executive committee, board or other committee action on a Transaction involving a Conflict of Interest, a Covered Person having a Conflict of Interest shall disclose all facts material to the Conflict of Interest to the executive committee, board or other committee. Such disclosure shall be reflected in the minutes of the meeting.

The person having a Conflict of Interest shall not participate in discussion of the matter by the executive committee, board or other committee except to disclose material facts and to respond to questions. Such person shall not attempt to exert his or her personal influence with respect to the matter, either at or outside the meeting.

The person having a Conflict of Interest shall not vote on matters relating to the Transaction. Such person's ineligibility shall be reflected in minutes of the meeting.

In the event it is unclear whether a Conflict of Interest exists, the individual with the potential conflict shall disclose the circumstances to the Chapter's president or his/her designee (or if the individual with the potential conflict of interest is the president, to the executive committee), who shall determine whether there exists a Conflict of Interest that is subject to this policy. In making this determination, the Chapter's president or his/her designee (or, as applicable, the executive committee) may seek the advice of counsel or other third parties.

Covered Persons who are not members of a Chapter executive committee, board or other committee, or who have a Conflict of Interest with respect to a Transaction that is not the subject of executive committee, board or other committee action, shall disclose such conflict to the Chapter's president or his/her designee. The Covered Person shall refrain from any action that may affect ASLA's participation in such Transaction.

## Gifts, Gratuities, Entertainment, and Honoraria

A Covered Person or Family Member shall not accept gifts, entertainment, or other item of gratuity in excess of \_\_\_\_\_ (\$\_\_\_\_) dollars [suggested limit: \$150] in value from an individual or entity that: does or is seeking to do business with the Chapter or any of its Executive Committee members; is a competitor of Chapter; or has received or is seeking to receive a loan, grant, or other financial commitment from the Chapter.

## Procurement

It shall be the Chapter's policy to discourage sole-source awards of contracts for the procurement of goods and services where the recipient of the contract is: a Covered Person; or a company or entity in which the Covered Person has a Financial Interest. The procurement of goods or services from any of the foregoing persons or entities shall be undertaken through an open and competitive process involving the evaluation of proposals or bids by an impartial evaluator. Covered Persons participating in such competitive process shall also adhere to all other applicable provisions of this Conflict of Interest policy. Notwithstanding the foregoing, competition shall not be required if the involvement of the Covered Person in the transaction is fully disclosed to the Executive Committee, and the Executive Committee determines that the transaction is otherwise fair and reasonable.

### Acknowledgement

By my signature below, I hereby acknowledge that I have received a copy of the Chapter Conflict of Interest Policy; that I have carefully reviewed the Policy; and that I will abide by its requirements.

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Signature

Date

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Printed Name

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Position with Chapter