

**CONFLICT OF INTEREST POLICY & CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT –
NON-EMPLOYEE
COMMUNITY FOUNDATION OF GREATER MUSCATINE**

CONFLICT OF INTEREST POLICY

WHEREAS, the Community Foundation of Greater Muscatine ("CFGM") Board of Directors (the "Board") desires to follow a policy of avoiding any conflict of interest or the appearance of any conflict of interest on the part of the members of the Board, committee members of the CFGM, or other volunteers of the CFGM (the "Volunteer") in the consideration of making grants and any other financial transactions; and

WHEREAS, it is desirable that the CFGM adopts a conflict of interest policy and establishes appropriate procedures to implement that policy;

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the following conflict of interest policy (the "Policy") with respect to the consideration of any grants and other financial transactions to or with organizations, including host or subsidiary organizations, affiliated with a Volunteer and members of their immediate families (defined to include a Volunteer's (a) spouse, (b) parents, grandparents, children and grandchildren (and their spouses) and (c) siblings (and their spouses):

1. Any Volunteer and members of their immediate families who serve as a trustee, member, director, officer or employee of any organization or that is eligible to apply for a grant from the CFGM (hereafter referred to as a "Grantee Organization"), shall be an "Interested Party" with respect to that Grantee Organization.
2. Any Volunteer and members of their immediate families who (a) serve as a trustee, general partner, director, officer or employee of any organization that has or may enter into any financial transaction with the CFGM (hereafter referred to as "Transaction Partner") or (b) hold more than 5 percent of the voting power, profits interest or beneficial interest in a Transaction Partner, shall be an "Interested Party" with respect to that Transaction Partner.
3. All Interested Parties shall disclose in writing annually his or her relationship with any Grantee Organization or Transaction Partner.
4. With respect to any proposed grant to any Grantee Organization, or proposed transaction with any Transaction Partner, by the CFGM, an Interested Party shall be disclosed and shall abstain from participation of evaluation, advocating, or negotiating the terms and conditions of any proposed grant to the Grantee Organization or proposed transaction with the Transaction Partner. The Interested Party may, at the request of any member of the Board, employee of the CFGM, and/or relevant committee member, answer questions and provide information about the Grantee Organization or Transaction Partner.
5. With respect to any proposed grant to any Grantee Organization or proposed transaction with any Transaction Partner, by the CFGM, an Interested Party shall abstain from voting on the proposed grant or transaction. This abstention shall be recorded in the minutes of the meeting. In any situation in which a majority of the committee or Board members present would be

disqualified because of the Policy, the Board, after full disclosure of the potential conflict, may, by a majority affirmative vote, suspend the Policy and the committee or Board, as appropriate, may proceed to make the grant or approve the transaction. All discussion and action with respect to actual or potential conflicts of interest shall be duly entered into the minutes of meeting where such an action takes place.

6. In no event shall any Interested Party enter into a transaction with the CFGM which would constitute an excess benefit transaction as defined under Section 4958 of the Internal Revenue Code of 1986, as amended (the "Code"). Section 4958 of the Code imposes excise taxes (referred to as "intermediate sanctions") on transactions between a public charity (such as the CFGM) and its insiders (referred to as "disqualified persons") that provide financial benefit to the disqualified persons in excess of fair market value. All persons who enter into an excess benefit transaction or who otherwise violate the Policy may be subject to discipline up to and including discharge from his or her position with the CFGM.
7. All Volunteers shall act in good faith and use their best judgment to bring to the attention of the Executive Director and/or President of the CFGM any conflict of interest, real or perceived, between them and the CFGM; *provided, however*, nothing in the Policy is intended to characterize a relationship or involvement as a conflict of interest or as unethical conduct on the part of any member of the Board if such person has no actual knowledge of such relationship or involvement.

RESOLVED FURTHER, that once a year, for the purpose of carrying out the Policy, the Executive Director of the CFGM is hereby authorized and directed to cause to be prepared and distributed to all Volunteers a questionnaire about organizations with which each such person may be affiliated; and further, that the Executive Director shall be responsible, on the basis of information from such questionnaires, for indicating any such affiliation to any relevant Volunteer at any time that such an organization is considered for a possible grant or transaction. Finally, the Executive Director shall have each Volunteer read the Policy and sign a statement signifying his or her understanding of and commitment to the full implementation of the Policy.

CONFLICT OF INTEREST DECLARATION

1. Are you or any member of your Family employed by, associated or affiliated with any vendor, supplier, or service provider to the Community Foundation of Greater Muscatine? If so, please list the names of those businesses and explain the relationship.

2. Are you, any member of your Family, or any firm with which you are employed by or affiliated with compensated for services provided to the Community Foundation of Greater Muscatine? If so, please describe the services and approximately amount of fees or compensation received during the past 12 months.

3. Are you familiar with the Community Foundation of Greater Muscatine's Conflict of Interest Policy, including your responsibility to abstain from any committee or Board vote, attempt to influence such vote, or any other activity which would create a potential conflict of interest for you and/or the Foundation?

_____ Yes

_____ No

4. Please provide a complete listing of your board and/or voluntary associations with nonprofit agencies or organizations (attach a separate sheet, if needed).

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT – NON-EMPLOYEE

This Confidentiality and Non-Disclosure Agreement (the “Agreement”), is between the **COMMUNITY FOUNDATION OF GREATER MUSCATINE** (“CFGM”), an Iowa not-for-profit corporation, and the undersigned (“Volunteer”) who serves in the following role(s)

____ Board Member _____ Committee Member ____ Volunteer ____ Vendor

In the course of a Volunteer’s work for CFGM, Volunteer may receive and review CFGM’s proprietary and Confidential Information. For purposes of this Agreement, “Confidential Information” means any information furnished or to be furnished by CFGM to Volunteer except information that: (a) was already known to Volunteer when such information was received, unless such information was disclosed to Volunteer under a different confidentiality requirement by CFGM or a third party; (b) was readily available to the general public at the time of such furnishing; (c) subsequently became known to the general public through no fault or omission of the Volunteer; or (d) was subsequently disclosed by a third party which has the bona fide right to make such disclosure, unless such information was disclosed to Volunteer under a different confidentiality requirement by said third party.

In consideration of the mutual undertakings set forth in this Agreement, and as a condition of receiving access to any Confidential Information, the parties agree as follows:

1. Volunteer agrees that the Confidential Information is the proprietary and confidential property of CFGM. Volunteer agrees to: (a) hold all Confidential Information in strictest confidence, whether the Confidential Information is disclosed to Volunteer before or after the date of this Agreement; (b) use such Confidential Information solely for the purposes of performing work for CFGM; (c) not use such Confidential Information for Volunteer’s own benefit; (d) restrict disclosure of such Confidential Information to persons who have a need to evaluate such Confidential Information for CFGM’s purposes; (e) refrain from disclosing any Confidential Information to any third party without prior written approval of CFGM; and (f) immediately notify CFGM in writing of any misuse or misappropriation of the Confidential Information or violation of this Agreement which may come to Volunteer’s attention.

2. Volunteer may disclose Confidential Information if and to the extent that such disclosure is required by court order or a governmental agency, provided that Volunteer: (a) promptly notifies CFGM of any court or governmental agency action requesting the disclosure of Confidential Information; (b) uses reasonable efforts to limit the disclosure by means of a protective order or a request for confidential treatment; and (c) provides CFGM with a reasonable opportunity to review the disclosure before it is made and to seek, at CFGM’s expense, a protective order with respect to such disclosure.

3. Volunteer shall return promptly all Confidential Information and all other materials provided to Volunteer by CFGM within two business days after the earlier of: (a) conclusion of the Volunteer's commitment with CFGM; or (b) written demand therefor by CFGM. Promptly thereafter, Volunteer shall destroy or delete from all computer hard drives all documents, memoranda, notes or other writings prepared by the Volunteer which are based on or relate to the Confidential Information and, upon request, certify such distribution or deletion to CFGM in writing.
4. Volunteer shall take reasonable measures to protect all Confidential Information from misuse and unauthorized disclosure.
5. All right, title and interest in and to the Confidential Information shall remain with CFGM at all times and no license to Volunteer under any trademark, patent, copyright, or any other intellectual property right is either granted or implied by this Agreement.
6. Volunteer acknowledges that the remedy at law for any breach by it of the terms of this Agreement shall be inadequate and that the damages resulting from such breach are not readily susceptible to measurement in monetary terms. Accordingly, in the event of a breach or threatened breach by Volunteer of the terms of this Agreement, CFGM shall be entitled to immediate injunctive relief and may obtain a temporary and/or permanent order restraining any threatened or further breach of this Agreement by Volunteer, and Volunteer waives, to the fullest extent permitted by law, any requirement that CFGM post a bond in any such action or proceeding.
7. This Agreement shall be governed by the laws of the State of Iowa. In the event any dispute arises out of this Agreement, the parties consent to the jurisdiction and venue of the Iowa District Court for Muscatine County.
8. If CFGM brings a successful action or proceeding to enforce any of the provisions of this Agreement, Volunteer agrees to reimburse CFGM for reasonable attorneys' fees and costs incurred by CFGM in such action or proceeding.
9. This Agreement: (a) constitutes the entire understanding between the parties hereto as to the Confidential Information; (b) to the extent this Agreement is referenced, incorporated or characterized in or by any other document, and the provisions of such other document are in conflict with any or all of this Agreement, the provisions of this Agreement shall control; (c) shall be binding upon the parties and their respective successors and permitted assigns; (d) may not be amended or modified unless such amendment or modification is made in writing and signed on behalf of each of the parties by their respective duly authorized representatives;

and (e) may not be assigned by Volunteer voluntarily, involuntarily, or by operation of law, without the prior written consent of CFGM. The unenforceability, invalidity, or illegality of any provision of this Agreement does not affect or impair any other provision or render it unenforceable, invalid, or illegal. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition, or any subsequent breach thereof. The exercise of any right or remedy does not constitute an election or prevent the exercise of any or all rights or remedies concurrently or at a later time. The rights and remedies of the parties are cumulative and are not exclusive of any other rights or remedies the parties would otherwise have at law, in equity or otherwise.

10. If this Agreement is ever determined to have been terminated for any reason, the following shall survive the termination of this Agreement: (a) claims of one party against the other party that have accrued, in accordance with this Agreement, prior to the effective date of such termination; (b) covenants of indemnity and confidentiality provided in this Agreement; (c) the remedies available to CFGM hereunder; and (d) all covenants and agreements to be performed and/or observed by Volunteer under this Agreement after the termination of this Agreement or by which their nature survive such termination.

I have reviewed the Conflict of Interest Policy and the Confidentiality and Non-Disclosure Agreement of the Community Foundation of Greater Muscatine. I agree to abide by the terms included and further attest that all responses are complete and accurate.

Signature: _____

Date: _____

Print name, title, relationship, and address