

United Way Suncoast Policy on Conflict of Interest and Disclosure of Certain Interests

This conflict of interest policy is designed to help directors, officers, and employees of the United Way Suncoast identify situations that present potential conflicts of interest and to provide United Way Suncoast with a procedure that, if observed, will allow a transaction to be treated as valid and binding even though a director, officer, 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 federal or state law, the law shall control. All terms are defined in Part 2 of this policy.

1. **Conflict of Interest Defined.** For purposes of this policy, the following circumstances shall be deemed to create Conflicts of Interest:
 - a. **Outside Interests**
 - i. A **Contract or Transaction** between United Way Suncoast and a **Responsible Person or Family Member**.
 - ii. A **Contract or Transaction** between United Way Suncoast and an entity in which a **Responsible Person or Family 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.
 - b. **Outside Activities**
 - i. A **Responsible Person** competing with United Way Suncoast in the rendering of services or in any other **Contract or Transaction** with a third party.
 - ii. A **Responsible Person's** 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 United Way Suncoast in the provision of services or in any other **Contract or Transaction** with a third party.
 - c. **Gifts, Gratuities and Entertainment.** A **Responsible Person** accepting gifts, entertainment, or other favors from any individual or entity that:
 - i. Does or is seeking to do business with, or is a competitor of United Way Suncoast; or
 - ii. has received, is receiving, or is seeking to receive a loan or grant, or to secure other financial commitments from United Way Suncoast;
 - iii. is a charitable organization; under circumstances where it might be inferred that such action was intended to influence or possibly would influence the Responsible Person 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 that are not related to any particular transaction or activity of United Way Suncoast.*

2. **Definitions**

- a. A **Conflict of Interest** is any circumstance described in Part 1 of this Policy.

- b. A **Responsible Person** is any person serving as an officer, employee, or member of the board of directors of United Way Suncoast.
- c. A **Family Member** is a spouse, domestic partner, parent, child, or spouse of a child, brother, sister, or spouse of a brother or sister, of a **Responsible Person**.
- d. A **Material Financial Interest** in an entity is a financial interest of any kind that, in view of all the circumstances, is substantial enough that it would, or reasonably could, affect a **Responsible Person's or Family Member's** judgment with respect to transactions to which the entity is a party. This includes all forms of compensation.
- e. A **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 United Way Suncoast. *The making of a gift to United Way Suncoast is not a Contract or Transaction.*

3. Procedures

- a. Before board or committee action on a **Contract or Transaction** involving a **Conflict of Interest**, a director or committee member having a Conflict of Interest, and who is in attendance at the meeting, shall disclose all facts material to the **Conflict of Interest**. Such disclosure shall be made to the Audit & Ethics Committee Chair/Board Ethics Officer or the Board Chair and reflected in the minutes of the meeting.
- b. A director or committee member who plans not to attend a meeting at which he or she has 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 Audit & Ethics Committee Chair/Board Ethics Officer or Board Chair 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.
- c. 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 or her personal influence with respect to the matter, either at or outside the meeting.
- d. 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. The person having a **Conflict of Interest** may not vote on the **Contract or Transaction** and shall not be present in the meeting room when the vote is taken, unless the vote is by secret ballot. Such person's ineligibility to vote shall be reflected in the minutes of the meeting.

Responsible Persons who are not members of the Board of Directors of United Way Suncoast, or who have a **Conflict of Interest** with respect to a **Contract or Transaction** that is not the subject of Board or committee action, shall disclose to the Audit & Ethics Chair/Board Ethics Officer or the Board Chair any **Conflict of Interest** that such **Responsible Person** has with respect to a **Contract or Transaction**. Such disclosure shall be made as soon as the **Conflict of Interest** is known to the **Responsible Person**. The **Responsible Person** shall refrain from any action that may affect United Way Suncoast's participation in such **Contract or Transaction**.

In the event it is not entirely clear that a **Conflict of Interest** exists, the individual with the potential conflict shall disclose the circumstances to the Audit & Ethics Chair/Board Ethics Officer or the Board Chair, who shall determine whether there exists a **Conflict of Interest** that is subject to this policy.

4. Confidentiality. Each **Responsible Person** 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 United Way Suncoast. Furthermore, a **Responsible Person** shall not disclose or use information relating to the business of United Way Suncoast for the personal profit or advantage of the **Responsible Person or a Family Member**.

5. Review of Policy.

- a. Each new **Responsible Person** shall be required to review a copy of this Policy and to acknowledge in writing that he or she has done so.
- b. Each **Responsible Person** shall annually complete a disclosure form identifying any relationships, positions, or circumstances in which the **Responsible Person** is involved that he or 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 not-for-profit organization, or ownership of a business that might provide goods or services to United Way Suncoast. Any such information regarding business interests of a **Responsible Person or a Family Member** shall be treated as confidential and shall generally be made available only to the Audit & Ethics Chair/Board Ethics Officer, Governance Committee and the President/CEO, except to the extent additional disclosure is necessary in connection with the implementation of this Policy.

This policy shall be reviewed annually by each member of the Board of Directors. Any changes to the policy shall be communicated immediately to all **Responsible Persons**.

Approved: January 20, 2010
Revised: March 28, 2012 (Updated for Suncoast name change 10/8/12)
Reviewed: May 16, 2016

**United Way Suncoast
Conflict of Interest Policy Receipt**

I acknowledge that I have received and read my personal copy of the United Way Suncoast Conflict of Interest Policy. I understand and confirm that I will conduct myself in accord with the principles and standards of the code.

Printed Name

Signature

Date

**United Way Suncoast
Conflict of Interest Staff Disclosure Form**

Please describe below any relationships, positions, or circumstances in which you are involved that you believe could contribute to a Conflict of Interest (as defined in United Way Suncoast's Policy on Conflicts of Interest) arising.

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: _____

Date: _____