

**THE BEACON COUNCIL ECONOMIC DEVELOPMENT
FOUNDATION, INC.
CONFIDENTIALITY AGREEMENT**

AGREEMENT entered into this _____ day of _____, 20__, between The Beacon Council Economic Development Foundation, Inc. (the "Organization") and _____, a volunteer member of the _____ Board of Directors of the Organization.

In accordance with the Organization's policy with respect to Confidentiality, the undersigned volunteer agrees to be bound by his/her affirmative duty to safeguard the confidentiality of all information encountered in the course of his/her work for the Organization.

Confidential information includes all information that is obtained in the course of the volunteer's involvement with the Organization or which has been disclosed to or discovered by him/her in any manner whatsoever through the Organization or any personnel of the Organization. Thus, information that is obtained accidentally or overheard in the Organization's office should be regarded as confidential. Such information must never be disclosed until it becomes public, through newspapers or similar published reports, or is otherwise available to the public.

Personally identifiable information pertaining to employees of the Organization (salaries, personnel records, etc.) must be held in confidence and should be accessible only through the Organization's administration.

All confidential information obtained as a result of and during the volunteer's involvement with the Organization will remain confidential after the volunteer relationship has terminated. In the event that the Organization, in its sole discretion, so requests at any time, the volunteer shall immediately return to the Organization all confidential information in its possession.

The volunteer agrees as follows:

1. The internal affairs of the Organization, as well as information relating to client projects and other internal confidential information represent Organizational assets that the volunteer has a continuing obligation to protect.
2. Information designated as confidential may not be discussed with anyone outside the Organization and may be discussed within the Organization only on a "need to know"



basis. In addition, the volunteer has a responsibility to avoid unnecessary disclosures of non-confidential internal information about the Organization, its employees, its customers, and its suppliers. However, the volunteer's responsibility to safeguard internal Organizational affairs is not intended to impede normal business communications and relationships or to interfere with or obstruct governmental and/or judicial inquiry. In the event that the volunteer is required by applicable law or by legal process to disclose any confidential information, the volunteer agrees that he/she shall provide the Organization with prompt notice of such request or requirement in order to enable the Organization to seek an appropriate protective order or other remedy to resist or narrow the scope of such requirement.

3. If the volunteer is in doubt of what constitutes "Confidential" information, he or she will seek clarification from an officer of the Organization or Department Head if any information requested by an outside party is deemed "Confidential" before disclosing such information.
4. All media inquiries, press releases, publications, speeches or other official declarations must be referred to the Vice President of Marketing & Communications of The Beacon Council.
5. Questions about employee references or other information concerning current or former employees must be referred to the Human Resources Department of The Beacon Council.
6. The volunteer is prohibited from attempting to obtain confidential information for which he or she has not received authorization.
7. The volunteer shall not permit any associate, affiliate, or individual to gain access to confidential information of the Organization (including, but not limited to, inviting such individual to attend any meeting on behalf of the volunteer) unless and until such person has executed a confidentiality agreement in a form that is substantially similar to this Agreement.

This Agreement shall be governed in all respects by the laws of the State of Florida without regard for conflict of laws principles.

Furthermore, the volunteer specifically agrees in advance that the Organization may request and secure an injunction without the need to post bond in any appropriate court of jurisdiction with or without advance notice to the volunteer against any action of dissemination or publication by the volunteer of materials covered by this Agreement. It is agreed that jurisdiction will lie exclusively in courts located in Miami-Dade County, Florida.



The volunteer acknowledges that he/she has read the foregoing agreement and his/her signature below indicates his/her agreement to be bound by the terms and conditions of this Agreement and that any violation of this Agreement or the Organization's policy with respect to confidentiality will be subject to a loss of the volunteer's position with the Organization and possible legal action.

Dated this _____ day of _____, 20__.

By: _____
Volunteer Name

Witness

The Beacon Council Economic Development Foundation, Inc.

By: _____

Witness



THE BEACON COUNCIL ECONOMIC DEVELOPMENT FOUNDATION, INC.

CONFLICT OF INTEREST POLICY

1. PURPOSE

The purpose of this Conflict of Interest Policy (the “Policy”) is to protect the interests of The Beacon Council Economic Development Foundation, Inc. in connection with any transaction or arrangement that might benefit the private interests of any Covered Person, as defined below. This Policy provides (i) a systematic mechanism for disclosing and evaluating potential and actual conflicts; and (ii) procedures for the Board of Directors in considering any transaction or arrangement where a conflict may exist. This Policy is intended to supplement, but not replace, any applicable state and federal laws governing conflicts of interest applicable to nonprofit corporations.

2. PERSONS COVERED BY THE POLICY

This policy addresses transactions and arrangements involving The Beacon Council Economic Development Foundation, Inc.’s directors, officers, members of any committee of The Beacon Council Economic Development Foundation, Inc.’s Board of Directors with authority to act on behalf of the Board of Directors, and The Beacon Council Economic Development Foundation, Inc.’s executive employees (e.g., Chief Financial Officer and any employee serving at the level of Vice President or above) and any other manager or supervisor identified by the Board of Directors or the President as exercising substantial influence over the operations of The Beacon Council Economic Development Foundation, Inc.’s (“Covered Persons”). Every Covered Person shall sign a statement that affirms that he or she has received a copy of this Policy, has read and understands it, and has agreed to comply with it, and shall complete the questionnaire attached hereto disclosing his or her actual and potential conflicts of interest on an annual basis.

3. DUTIES OF COVERED PERSONS

- a. **Duty of Care.** Every Covered Person shall perform his or her duties for The Beacon Council Economic Development Foundation, Inc. in good faith and with the degree of care that an ordinarily prudent person would exercise under similar circumstances.
- b. **Duty of Loyalty.** Every Covered Person must act with loyalty to The Beacon Council Economic Development Foundation, Inc., meaning that no Covered Person may use his or her position with The Beacon Council Economic Development Foundation, Inc. to make personal profit or gain other personal advantage. No Covered Person may personally take advantage of a business opportunity that is offered to The Beacon Council Economic Development

Foundation, Inc. unless the Board of Directors determines (after full disclosure and a disinterested and informed evaluation) not to pursue that opportunity.

- c. Conflicts of Interest.** No Covered Person may engage in any transaction or arrangement or undertake positions with other organizations that involve a conflict of interest, except in compliance with this Policy. Covered Persons should avoid both actual conflicts and the appearance of conflicts of interest. Every Covered Person shall:
- (i) Disclose all actual and potential conflicts as set out below at Section 5; and
 - (ii) Recuse himself or herself from voting on any transaction or arrangement in which he or she has a potential or actual conflict of interest, and shall not be present when any such vote is taken.

4. CONFLICT OF INTEREST

- a. Identifying a Potential Conflict.** A Covered Person may have a conflict of interest with respect to a transaction or arrangement involving The Beacon Council Economic Development Foundation, Inc. whenever he or she, or any of his or her family members:
- (i) **Compensation.** Receives compensation directly or indirectly from The Beacon Council Economic Development Foundation, Inc. and the transaction or arrangement involves such compensation (e.g., a Beacon Council employee has a conflict of interest with respect to the determination of his or her own compensation). Compensation for purposes of this Policy includes direct and indirect remuneration, as well as gifts or favors that are substantial in nature;
 - (ii) **Financial Interest.** Has or anticipates having any financial interest, including an ownership interest, investment interest, or compensation arrangement, in or with any entity or individual that (i) sells goods or services to, or purchases services from, The Beacon Council Economic Development Foundation, Inc.; or (ii) has any other transaction or arrangement with The Beacon Council Economic Development Foundation, Inc. (e.g., a Beacon Council director who owns stock in a corporation that sells goods or services to The Beacon Council Economic Development Foundation, Inc. may have a conflict of interest with regard to such sales transactions); or
 - (iii) **Management Role.** Serves or anticipates serving as a director, trustee or officer of, any entity or individual that either: (i) sells goods or services to, or purchases services from, The Beacon Council Economic

Development Foundation, Inc. I; or (ii) has any other transaction or arrangement with The Beacon Council Economic Development Foundation, Inc.

- (iv) **Positions with Grant Applicants.** Has or anticipates serving as a director, trustee, or officer of any entity that receives or seeks grant funding (a “Grant Applicant”) from The Beacon Council Economic Development Foundation, Inc. (the “Foundation”); or
- (v) **Financial Relationships with Grant Applicants.** Has or anticipates having any financial relationship, including as an employee or a paid consultant, to a Grant Applicant.

b. No Conflict. A Covered Person does not have a conflict of interest if the Covered Person owns securities of a publicly traded company with which The Beacon Council Economic Development Foundation, Inc. has a transaction or arrangement if:

- (i) Such securities are less than 5% of the outstanding securities of the publicly traded company; and
- (ii) Their fair market value is less than 5% of the Covered Person’s annual gross income.

5. DISCLOSURE AND EVALUATION OF CONFLICTS

a. Disclosure. Each Covered Person shall promptly and fully disclose all material facts of every actual or potential conflict of interest:

- (i) Existing at the time when he/she becomes a Covered Person;
- (ii) That arises while he/she is a Covered Person, at the time such actual or potential conflict arises; and
- (iii) Annually through the annual Conflict of Interest Questionnaire, a copy of which is attached hereto.

All disclosures involving a transaction or arrangement being considered at a meeting of the Board of Directors or a committee shall be made to all members present at such meeting. All other disclosures shall be made to the President (who shall disclose his or her conflicts to the Board of Directors). A Covered Person who is in doubt as to the existence of a conflict of interest is encouraged to disclose all facts pertaining to the transaction or arrangement before undertaking the transaction or arrangement or making any decision in the matter.

b. Evaluation.

- (i) The President shall disclose to the Board of Directors all conflicts of interest reported to him or her under this Policy. The Board of Directors will evaluate the disclosures and the material facts relating to the transaction or arrangement giving rise to the potential conflict of interest to determine whether they involve actual conflicts of interest and may attempt to develop alternatives to remove the conflict from the transaction or arrangement. The Board of Directors may, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- (ii) A Covered Person who has an actual or potential conflict of interest shall not be present for or shall leave any portion of a meeting at which the Board of Directors or a committee is voting to determine whether a conflict exists, but may be present prior to the vote to make a presentation to the Board or committee, to disclose additional facts, or to respond to questions.
- (iii) In any case in which a Covered Person has a position as a director, trustee or officer of a Grant Applicant, the Board of Directors shall not be required to evaluate whether there is an actual or potential conflict of interest. The Covered Person who serves in such position shall not be present for and shall not participate (other than to answer questions raised by the disinterested directors or committee members) in any portion of a meeting of the Board of Directors or a committee appointed by the Board at which a grant to, or any other action concerning the Grant Applicant, is considered. This provision is intended to avoid conflicts in fiduciary obligations of the Covered Person owed to the Grant Applicant and to avoid any appearance of impropriety.

6. PROCEDURES FOR ACTING ON CONFLICT OF INTEREST TRANSACTIONS

a. Formal Approval. The Beacon Council Economic Development Foundation, Inc. may enter into a transaction or arrangement in which a Covered Person has a conflict of interest if:

- (i) The Covered Person has disclosed the conflict of interest in accordance with this Policy;
- (ii) A majority of directors who have no interest in the transaction or arrangement approve the transaction or arrangement at a Board or committee meeting after determining, in good faith and after reasonable investigation, that the transaction or arrangement is fair and reasonable to The Beacon Council Economic Development Foundation, Inc. and is in

The Beacon Council Economic Development Foundation, Inc.'s best interest;

- (iii) Any Covered Person who has an actual or potential conflict with respect to the transaction or arrangement does not participate in and is not present for the vote regarding any such transaction or arrangement (provided, however, that any such Covered Person may appear at a meeting to answer questions concerning the transaction or arrangement); and
- (iv) In any arrangement or transaction involving compensation, remuneration or other economic or financial benefit to the Covered Person, the Board of Directors relies upon appropriate comparability data, such as an independent appraisal or an independent compensation study, in reaching its determination as to the fairness and reasonableness of the transaction or arrangement to The Beacon Council Economic Development Foundation, Inc.

b. Transaction Fair to The Beacon Council Economic Development Foundation, Inc. It shall not be a violation of this Policy if all the requirements for formal approval, outlined above, are not satisfied, so long as the transaction or arrangement is in fact fair to The Beacon Council Economic Development Foundation, Inc., furthers its tax-exempt purposes, and does not result in private inurement or impermissible private benefit under laws applicable to organizations exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code.

7. RECORDS OF PROCEEDINGS

- a. Content of Minutes.** The minutes of the Board of Directors or any committee of the Board for any meetings described above shall contain:
- (i) The names of the persons who disclosed an actual or potential conflict of interest or otherwise were found to have a conflict of interest;
 - (ii) The nature of the conflict of interest;
 - (iii) Any action taken to determine whether a conflict of interest was present;
 - (iv) The Board's or committee's decision as to whether a conflict of interest in fact existed;
 - (v) The names of the persons who were present for discussions and votes relating to the transaction or arrangement;

(vi) The content of the discussion, including any alternatives to the proposed transaction or arrangement considered and any comparability data relied upon; and

(vii) A record of any votes taken in connection with the issue, transaction or arrangement.

b. Timing. The minutes of any meeting described above shall be prepared by the later of the next succeeding meeting of the Board of Directors or committee, or sixty (60) days after the final action on the matter is taken by the Board of Directors or committee.

8. ENFORCEMENT

Each Covered Person shall sign a statement acknowledging that he or she has received a copy of this Policy, has read and understands it, and agrees to comply with it. If the Board of Directors has reasonable cause to believe that a Covered Person has failed to comply with this Policy, the Board may counsel the Covered Person regarding such failure and, if the issue is not resolved to the Board's satisfaction, may consider additional corrective action as appropriate.

CERTIFICATE OF ADOPTION

The foregoing Conflict of Interest Policy was adopted by the Board of Directors of The Beacon Council Economic Development Foundation, Inc. on the ___ day of _____, 20___, valid for the term ending September 30, 2014.

By: _____
_____, Secretary

**THE BEACON COUNCIL ECONOMIC DEVELOPMENT FOUNDATION, INC.
CONFLICT OF INTEREST QUESTIONNAIRE**

This Questionnaire is to be completed annually by all The Beacon Council Economic Development Foundation, Inc. officers, directors, members of committees of the Board of Directors authorized to act on behalf of the Board, executive employees, and any other manager or supervisor identified by the Board of Directors or the President as exercising substantial influence over the operations of The Beacon Council Economic Development Foundation, Inc.

NAME AND BACKGROUND INFORMATION

Name: _____

Address: _____

Telephone Number: _____

Position with The Beacon Council Economic Development Foundation, Inc.: _____

CONFLICT OF INTEREST INFORMATION

Investments. Identify any investments* that you or a member of your family has or had during the last two (2) years in any organization that has, does, or is likely to provide goods or services to The Beacon Council Economic Development Foundation, Inc.:

/ / None

* "Investments" for purposes of this disclosure do not include securities of a publicly traded company if: (a) such securities are less than 5% of the outstanding securities of the publicly traded company, and (b) the fair market value of such securities is less than 5% of the owner's annual gross income.

Director or Other Services. Identify any services that you or a member of your family provides or provided with the last five (5) years as a director, partner, principal, manager, employee or consultant to any organization that does, has, or is likely to provide goods or services to The Beacon Council Economic Development Foundation, Inc.:

// None

Interests in Transactions. Identify any interest that you or a member of your family or any organization in which you have an interest (e.g., a corporation or partnership) has had in any transaction during the last five (5) years, to which The Beacon Council Economic Development Foundation, Inc. or any related organization, was a party (e.g., loans, sales of goods or services, guarantees).

// None

Positions in Grant Applicants. Identify any position that you or a member of your immediate family holds as a director, trustee or officer of any organization that currently receives or seeks, or is anticipated to receive or seek, grant funding from the Foundation:

// None

Financial Relationship with Grant Applicants. Identify any financial relationship, including as an employee or a paid consultant that you or a member of your immediate family has with any organization that currently receives or seeks, or is anticipated to receive or seek, grant funding from the Foundation:

// None

Other. Identify any other circumstances affecting you or members of your family that might appear to involve a conflict of interest, actual or potential, and any circumstances that could be viewed as use of information relating to The Beacon Council Economic Development Foundation, Inc.'s business for personal profit or advantage.

// None

ACKNOWLEDGMENT AND SIGNATURE

To the best of my knowledge and belief, the above information is true and accurate. I have received a copy of The Beacon Council Economic Development Foundation, Inc. Conflict of Interest Policy, which I have read and understand, and I hereby agree to comply with it.

DATED this ____ day of _____, 20__.

By _____

Print Name: _____