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**Confidentiality and Code of Conduct Agreement of the ARPKD/CHF Alliance**

This Agreement is made between:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and the ARPKD/CHF Alliance.

WHEREAS, he/she wishes to work with the ARPKD/CHF Alliance (volunteer or paid position) in the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

WHEREAS, for the purpose of such work with confidential files, databases and information, it will be necessary for him/her to view certain information which ARPKD/CHF Alliance regards as confidential;

THEREFORE, ARPKD/CHF Alliance and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ intending to be legally bound, hereby agree as follows:

1. "ARPKD/CHF Alliance Information" shall mean business, financial, fundraising, patent, client and scientific information and technology, including but not limited to, information concerning families with children with ARPKD/CHF, research participant identifiers, medical records, business concepts, collaborators, prospects, financial projections, development ideas and documents, and other information disclosed by ARPKD/CHF Alliance in written, oral or electronic form or by observation or examination together with any material prepared or developed by ARPKD/CHF Alliance and its representatives that contains or reflects such information.
2. All ARPKD/CHF Alliance Information will be kept confidential, not any part will be disclosed or otherwise make available to any person, firm, corporation or other entity and will not use the same without permission from ARPKD/CHF Alliance President/Executive Director and for any purpose not directly related to ARPKD/CHF Alliance business.
3. Nothing contained in this Agreement shall be construed, by implication or otherwise, as an obligation to enter into any further agreement relating to ARPKD/CHF Alliance information or as a grant of a license to the recipient to use ARPKD/CHF Alliance information other than for the purposes described herein.
4. The above constitutes the full and complete Agreement regarding the discussions and disclosures of information by and between ARPKD/CHF Alliance hereto. This includes any discussions between board members, officers, staff, volunteers during teleconference calls, board meetings or private conversations.
5. The Agreement shall be construed and enforced in accordance with laws of Pennsylvania without regard to its conflicts of laws and principles.
6. This agreement means \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will honor our code of conduct.

**Fuller Description of Confidential Information**“Confidential Information” means any confidential and proprietary information relating to the affairs of the ARPKD/CHF Alliance, its products and services, including but not limited to all copies related to the ARPKD/CHF Alliance databases/contact information (names, addresses, phone numbers, email addresses and other confidential information) programs, marketing, financial or personnel operations and techniques; technical and research data; and letterhead and logos which are not otherwise publicly available.

All matters involving the ARPKD/CHF Alliance should be treated as proprietary and confidential until there has been general public disclosure or unless the information is a matter of public record or common knowledge. Disclosure should only be made through the agency’s designated spokesperson. Persons should not use confidential information for his/her benefit or for the benefit of any other person or entity.

**ARPKD/CHF Alliance’s Code of Conduct**Our code of conduct standards are based on honesty, integrity, fairness, respect, trust, responsibility, and accountability in nonprofit program operations, governance, human resources, financial management and fundraising.

They go beyond the minimum legal requirements by outlining how well managed and responsibly governed nonprofits should operate.

The ARPKD/CHF Alliance expects ethical and businesslike conduct from itself and its member, to preserve and enhance public trust in the organization. Involved persons will deal with outside entities or individuals, with clients and staff and with each other in a manner reflecting fair play, high ethics and straightforward communication

This commitment includes proper use of authority, appropriate decorum in group and individual behavior, and prevention of problematic conflicts of interests.

**Conflict of Interest**
A conflict of interest is simply a situation in which an individual has two separate and competing interests and it is unclear which interest will win out if it comes down to it. Another term that can be used which is equally descriptive but without the negative connotation is duality of interest. Is it necessarily bad? No. As long as person(s) disclose their dual interests, a conflict of interest doesn’t have to be problematic. Conflicts need not prevent a person from serving the ARPKD/CHF Alliance, but they should be transparent from the start. New persons must sign a pledge that he/she will disclose any conflicts of interest and keep the best interests of the organization in mind as long as she serves the ARPKD/CHF Alliance. Activities that appear to have a conflict of interest can be the basis for lawsuits.

In the course of serving the ARPKD/CHF Alliance, persons may encounter a situation where his or her duty to the nonprofit may be affected by personal interests or obligations to another person or entity.

**Resolution Conflict of Interest Policy**When ARPKD/CHF Alliance is confronted with an actual or apparent conflict of interest, there are reasonable steps that the organization can take to preserve its integrity. Involved persons need not be disqualified from the ARPKD/CHF Alliance simply due to conflicts of interest. Perhaps the most important step is for him/her to disclose information related to the possibility of dual interests to the ARPKD/CHF Alliance. A conflict can be cleared of any consequence by full disclosure. Involved persons need to inform the ARPKD/CHF Alliance of the important facts and details and must abstain from voting, if any action or vote is warranted; this should be recorded in the minutes.

**Return of Material**Upon completion of tenure, employment or volunteer work with the ARPKD/CHF Alliance, ­­­­ ­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will deliver to the ARPKD/CHF Alliance, and not keep, copy or deliver to any other person or entity, any and all items and copies containing confidential information, or materials from or related to the ARPKD/CHF Alliance.

IN WITNESS WHEREOF, and

ARPKD/CHF Alliance have duly executed this Agreement.

Signature Colleen Zak, President

Date: Date:

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