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**SUDANE DMOCRACY FIRST GROUP**  
**CONFLICT OF INTEREST**  
**POLICY AND STATEMENT**

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**MAY 2015**



## The Commitment

- Supporting for board and staff leadership and believing in the mission and programs and to invest time, talent, and treasure to the best interests of the organization;
- To assist the SDFG by accessing new and diversified sources of funding to the best of abilities and connections;
- Being active board member and attending all board and committee meetings unless, there is a major conflict;
- Preparing for and attending the scheduled meetings of the board and committees, and understanding that the cost of transportation, hotel, and meals will be pre-arranged by the organization.
- Agree to abide by the organization's Bylaws, Conflict of Interest Statement (below), and to the Board Policies.
- If the member is unable or unwilling to continue to serve, attend meetings, and execute his responsibilities as a member of the Board of Directors, he has to resign his position so that the board may have the benefit of the full support and committed time, talents and treasure of an active board member.

## **Conflict of Interest Policy**

The Purpose is to establish the guidelines and authority to assist the board in identifying, disclosing, and resolving potential conflicts of interest.

### **A. Fiduciary Responsibility:**

1. Members of the Board and staff serve our mission and have a clear obligation to conduct all affairs of the organization in an upright and honest manner. Each person should make necessary decisions using good judgment and ethical and moral considerations.
2. All decisions of the Board and staff of the organization are to be made solely on the basis of a desire to promote the best interests of our mission.
3. In order to avoid any appearance of a conflict of interest, members of the Board and staff agree to place the welfare of the organization above their own financial interests, or those of family members, or others who may be personally involved in the financial affairs of the organization.

### **B. Disclosure:**

#### **1. Specific Disclosure:**

Members of the Board and staff shall disclose fully the precise nature of their interest or involvement when participating in any transaction of the organization in which another party to the transaction includes:

- Himself or herself;
- A member of the family (spouse, parents, brothers, sisters, children, or any other immediate relative); or
- An organization with which the member of the Board or the staff or his or her family, is affiliated.

Disclosure shall be made at the first knowledge of a transaction.

## **2. Paid Assignments:**

- A)** Serving Board Members shall be required to resign their position in the board before they could take a paid consultancy for the organization.
- B)** Members of the Board whose term of service had finished either by resignation or normal expiration of their term limit can only serve as paid consultants for the organization one year after the lapse of terms in the board.
- C)** Members of the Board who travel on a mission for the organization shall have their expenses covered and are entitled to a symbolic honorarium.

## **3. General Disclosure:**

Members of the Board and staff shall disclose all relationships and business affiliations which may now, or in the future, conflict with the interests of the organization or bring personal gain to them or their family or business. If any member of the Board or staff or a member of his or her family acts in one or more of the following capacities, disclosure must be made:

- Is an officer, director, trustee, partner, employee, or agent of an organization with which our organization has business dealings.
- Is either the actual or beneficial owner of more than one percent of the voting stock or controlling interest of an organization with which our organization has business dealings.
- Is a consultant for such an organization; or has any other direct or indirect dealings with an individual or organization from which he or she is materially benefiting (e.g., through the receipt, directly or indirectly, of cash, gifts, or other property).

### **3. Reporting of Disclosures:**

All disclosures as they apply to staff will be handled by the Executive Director. All disclosures as they apply to members of the Board shall be listed at the end of this document and will be referred to the Chairman of the Board. Information disclosed to the Chairman of the Board or the Executive Director will be held in confidence, except when the organization's best interests would be served by bringing the information to the attention of the officers of the organization.

### **4. Determination of Possible Conflict of Interest Disclosure Letter:**

Any individual who is uncertain about a conflict of interest in any matter shall without delay disclose such possible conflict to the appropriate individual as noted above.

Each member of the Board and the staff will complete and update any disclosure or suspected disclosure annually at the time of signing this document.

After receiving acknowledgment that the disclosure letter or information provided below has been received, the member of the Board or the staff shall be entitled to act as though no conflict of interest exists unless he or she is notified otherwise by the ED or the Chairman of the Board within 120 days of filing the letter.

### **5. Failure to Disclose:**

Each member of the Board and the staff who is requested to file this Conflict of Interest Statement should recognize that such filing is a requirement for continued affiliation or employment with SDFG and, further, that failure to knowingly disclose a potential conflict of interest could result in disaffiliation or termination of employment.

### **C. Restraint on Participation:**

Members of the Board and staff who have a conflict of interest in any matter shall refrain from participating in the consideration of the proposed transaction. The person or persons involved will not vote on such matters. However, for special reasons, the Board may request information or interpretation from the person or persons involved.

## Conflict of Interest Statement

I certify with my signature below that, to my knowledge, I am in compliance with the Conflict of Interest Policy above, including the disclosures required in Paragraphs **B(1)** and **B(2)**. With respect to the possible conflicts of interest in Paragraph **B(4)**:

\_\_\_ I have no situations that apply

\_\_\_ I am attaching the required updated documentation or disclosing it below.

Signed \_\_\_\_\_ Date \_\_\_\_\_, 200\_\_\_

Print Name \_\_\_\_\_