It is the obligation of all employees, officers, volunteers, representatives and members of the Executive Board (“Board Members”) of the National Association of Pediatric Nurse Practitioners (“NAPNAP” or “the Organization”), when acting on behalf of the Organization, to comply with all applicable federal, state, and foreign laws, to uphold the Principle and Purposes of the Organization, and to comport themselves in accordance with the highest standards of ethical business conduct. In furtherance of this goal, the Executive Board of the Organization has adopted the following policy in order to avoid or minimize possible conflicts between the personal interests of the persons subject to the policy (“Persons” or “Person”) and the interests of the Organization.

Preamble

The purpose of this policy is to ensure that decisions about NAPNAP’s operations and the use or disposition of NAPNAP’s resources are made solely on the basis of the benefits to the Organization and its members, and are not influenced by the possibility of private gain or other personal benefit accruing to the Persons subject to this policy who take part in decision-making for the Organization. In addition to actual and potential conflicts of interest, all Persons are obliged to avoid taking actions that could be perceived or interpreted as being in conflict with the Organization’s interest.

Conflicts of interest may occur when the Organization or Persons enter into transactions or otherwise deal with either nonprofit organizations or for-profit enterprises. To avoid actual, potential, or even the appearance of, conflicts of interests, Persons subject to the policy must disclose any connection or relationship with organizations or enterprises that do or desire to do business with the Organization, or those that represent or provide services to nurse practitioners, and, to the extent determined by the Organization’s Executive Board, refrain from participating in decisions affecting transactions or opportunities between the Organization and these other organizations or enterprises. The mere existence of a connection or relationship shall not prevent a transaction from taking place, however, so long as: (i) the relationship is disclosed; (ii) disinterested individuals make the necessary decisions; and (iii) the terms of the transaction are fair and reasonably comparable to those available in other transactions or opportunities where the parties are entirely independent of one another.

Conflict of Interest Avoidance and Disclosure Policy

Employees, Executive Board Members, volunteers, representatives and Officers of NAPNAP have a duty to be free from the influence of any conflicting interest when they represent the
Organization or make recommendations with respect to dealings with third parties. They are expected to deal with suppliers, members, member companies, other professional associations and organizations and all others doing business with the Organization on the sole basis of what is in the best interest of the Organization without favor or preference to the third party, nor personal considerations. In particular:

a. Absent full disclosure to and approval by the Executive Board, no Person may be involved in or approve a NAPNAP transaction in which the Person has, or had in the past two years, a direct or indirect financial or personal interest. Persons who deal with parties doing or seeking to do business with the Organization – or who make recommendations with respect to such dealings or pass judgment upon them -- shall not own any direct or indirect interest in or have any personal agreement or understanding with such third parties that might tend to influence the decision of the Person with respect to the business of the Organization, unless expressly authorized in writing by the Executive Board after the interest, agreement, or understanding has been disclosed and considered.

b. No Person shall seek or accept, directly or indirectly, any personal payments, loans or services, excessive entertainment, travel or gifts of more than nominal value from any individual or business concern doing or seeking to do business with the Organization. (This provision shall not apply, however, to prevent Persons from accepting or making use of hotel rooms or entertainment provided by a hotel on a complimentary or upgraded basis in connection with an Organization conference or seminar where such room or entertainment is part of the negotiations for the overall contract with the hotel or conference facility. Such use facilitates the conduct of Organization business and thereby inures to the benefit of the Organization.)

c. No Person shall do business with a family member on behalf of the Organization unless expressly authorized by the Executive Board in writing after the relationship has been disclosed and considered.

d. No Person shall serve on the Board of Directors or its equivalent of any organization competitive with the Organization, as determined by the Executive Board, without the prior consent of the Executive Board.

**Loyalty and Confidentiality Policy**

Consistent with law and recognized practice of non-profit organizations, NAPNAP Officers, directors, volunteers, representatives and employees are obligated to respect their duties of loyalty and confidentiality. In the course of their work, they may become aware of confidential or proprietary information of NAPNAP. This may relate to matters such as, but not limited to, NAPNAP finances, legal matters, businesses, programs or plans, publications, employee matters, relations with other organizations, membership lists or sponsor lists. Persons may use such information only in order to perform their NAPNAP roles. They may not, during or after performing their roles within NAPNAP, use that information for their own advantage, or disclose it to others without the explicit written authorization of NAPNAP. In addition, unless there is a written agreement to the contrary, all reports or material written for NAPNAP are and shall remain the sole property of NAPNAP.


**Assignment of Copyright**

In the course of work performed as a NAPNAP volunteer or staff, including officer, director, advisory panel, committee or task force member, chapter leader, employee, consultant or other appointee (“NAPNAP representative”), documents or other works may be produced or created by a NAPNAP representative (or a group of which the NAPNAP representative is a member) in the course of the appointment; these documents and other works, in draft and final form, are works made for hire or are otherwise the property of NAPNAP. Further, in consideration of being an elected or appointed member as noted above, and to the extent that any such documents or works are not works made for hire, NAPNAP representatives hereby assign to NAPNAP the ownership of copyright in such works, whether published or unpublished, and including specifically all rights to the works in digital and any other format, known or unknown. NAPNAP representatives further agree upon request to execute such specific assignments or instruments and take any action necessary to enable NAPNAP to secure its copyright.

**Related Policies**

1. **Signature required:** Committee members, appointed representatives, journal editorial board members, and other volunteers are to sign the COI-V compliance certificate at the beginning of any term of appointment (if one is not on file at the NO) and it remains in effect for the term of the appointment. All Persons must file a supplemental COI-V compliance certificate whenever a conflict of interest arises.

2. **Duty to Disclose:** In connection with any actual or potential conflict of interest, the interested Person must disclose the existence of the conflict associated with the Organization to the Executive Board. All actual or potential activity from the past two years should be considered. Any changes to a previously signed COI-V compliance certificate during the term of the appointment must be identified by the volunteer. Disclosure changes should be directed to the Chief Executive Officer (“CEO”) at the NAPNAP NO.

3. **Determining Whether a Conflict of Interest Exists:** After disclosure of the possible conflict, and after any discussion with the interested Person, the CEO shall determine if a conflict of interest exists related to the position/responsibility that the Person has been appointed to.

4. **Violations of the Conflicts of Interest Policy**

   A. If the Executive Board/CEO has reasonable cause to believe that a Person has failed to disclose an actual or potential conflict of interest, it shall inform the Person of the basis for such belief and afford the Person an opportunity to explain the alleged failure to disclose.

   B. If, after hearing the response of the Person and making such further investigation as may be warranted in the circumstances, the Executive Board/CEO determines that the Person has in fact failed to disclose an actual or potential conflict of interest, appropriate disciplinary and corrective action shall be taken.
**Corrective Action**

With respect to the CEO, volunteers, representatives, Officers, and Executive Board Members, the Executive Board has the ultimate authority to determine what remedial steps should be taken in situations involving actual or potential conflicts of interest, confidentiality or copyright violation.

Created and Approved 4/9/03 by Executive Board; Revised to add Confidentiality Policy and approved 2/24/05 by Executive Committee; Revised to add Assignment of Copyright Policy and approved 8/11/05 by Executive Board; Revised to include edits by legal counsel 10/21/05; Approved by the Executive Committee 1/26/06; Approved by the Executive Board 2/16/06; Revised to add compliance term 6/20/07; Approved by the Executive Board 6/23/07; 04/09 - Revised to separate EB/Staff from other volunteer positions, added 2-year consideration; Pending Approval by the Executive Board