

Pacific Seabird Group

Conflict of Interest Policy for Executive Council Members

Version 2.1

17 March 2015

Maintaining the highest integrity and credibility is essential to the Pacific Seabird Group (PSG). Therefore, all Executive Council (ExCo) members must avoid any activity that creates, or appears to create, a conflict of interest. Candidates for service on the board must disclose potential conflicts of interest during the nominating process and all elected ExCo members must disclose at any time when a potential conflict of interest arises during their term of service.

Conflict of Interest Definition

In general, a conflict of interest occurs when an ExCo member (or other person designated by and acting on behalf of the PSG) takes an official action that is, may be, or appears to be influenced by considerations of personal gain rather than the good of the PSG or the general public.

More specifically, a personal or financial interest or involvement with any member, cooperating agency or institution, or vendor with whom or with which the PSG is conducting business, or otherwise taking actions bearing on that member, cooperating agency or institution, or vendor is considered a potential conflict of interest. If an ExCo member or any of his/her close relatives has, or is considering having, a personal or financial interest with a member, cooperating agency or institution, or vendor, the ExCo member must disclose the interest or relationship to the PSG Chair.

Furthermore, ExCo members may not give or accept gifts, loans, or favors from persons having business relationships (e.g., contracts, collaborations) with the PSG with the exception of receipt or giving of small gifts¹ or casual entertaining for non-business purposes. Failure to promptly disclose actual or potential conflicts of interest to the PSG Chair may be cause for removal as an ExCo member.

Whenever a director or officer has a financial or personal interest in any matter coming before the ExCo, the affected person shall: a) fully disclose to the Chair the nature of the interest; and, b) withdraw from discussion and voting on the matter. Any transaction or vote involving a potential conflict of interest shall be approved only when a majority of disinterested ExCo members determine that it is in the best interest of the PSG to do so. The minutes of meetings at which such votes are taken shall record such disclosures, abstentions and rationale for approval.

When elected, each ExCo member shall sign a Conflict of Interest Statement affirming his or her receipt and acceptance of this Conflict of Interest Policy, and the signed statement shall be retained by the Treasurer during the ExCo member's term of service.

¹ "Small gifts" was intentionally left undefined by the Executive Council in San Jose, CA on 18 Feb 2015 because the definition of "small gift" varies by country. As guidance, small gifts examples are book, mug, t-shirt or similar item, generally valued at less than \$100 USD.

Pacific Seabird Group

CONFLICT OF INTEREST STATEMENT FOR EXECUTIVE COUNCIL MEMBERS

To: Executive Council, Pacific Seabird Group (PSG)

I, the undersigned, associated with the above-organization (hereinafter the "PSG") in a capacity of director or officer represent that as of the date specified below, my principal employment is as listed and that I have no interest that would cause an actual or apparent conflict of interest with PSG, except as noted.

I do further specifically represent that I have no outside commitments, personal or otherwise, that would divert me from my duty to further the interest of the PSG. All information that might be deemed relevant to any apparent conflict of interest is listed below.

Except on behalf of the PSG, I have not and shall not accept, or be the beneficiary of, any financial award, fee, brokerage, gift, or other emolument (i.e., salary, fee, or profit) because of any donation, investment, loan, deposit, purchase, sale, payment, or exchange made by or for PSG, except as otherwise permitted in the 'PSG Conflict of Interest Policy for Members of the Executive Council'. I understand, however, that I may receive reasonable compensation for necessary services rendered to the PSG in my usual private, professional, or business capacity.

I declare that I will inform the Chair (or, in the case of the Chair, the Executive Council) of the PSG, in writing, of any material change in my above-noted status, during my continued volunteer service with the PSG.

This conflict of interest statement is submitted for the fiscal year ending September 30, 2015.

My current principal employment is as follows:

Name of Employer & Address	Position or Duties
_____	_____
_____	_____
_____	_____

Information that the Board may deem relevant in reviewing this statement is as follows:

Pacific Seabird Group

I also hold the following positions with the corresponding companies:

The foregoing information is correct and complete.

Date

Signature

Printed Name