



## Council for Homeopathic Certification Volunteer Forms

Thank you for your interest in volunteering with the CHC! As a micro-volunteer organization, we welcome any amount of time you invest in CHC community projects. Please complete and return pages 1, 5, and 9 to [chcinfo@homeopathicdirectory.com](mailto:chcinfo@homeopathicdirectory.com). These forms are part of the CHC's NCCA accreditation best practices.

### Volunteer Information

**General:**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

State/Province: \_\_\_\_\_

Volunteer Interest: \_\_\_\_\_

\_\_\_\_\_

**Availability:**

When can you begin? \_\_\_\_\_

How much time would you like to volunteer? \_\_\_\_\_

\_\_\_\_\_

Other: \_\_\_\_\_

## CHC Conflict of Interest Policy

It is in the best interest of The Council for Homeopathic Certification to be aware of and properly manage all conflicts of interest and appearances of a conflict of interest. This conflict of interest policy governs the activities of the board directors, officers, and volunteers of the Council for Homeopathic Certification. It is the duty of all board members, staff, and volunteers to be aware of this policy, and to identify conflicts of interest and situations that may result in the appearance of conflicts and to disclose those situations/conflicts/or potential conflicts to the Executive Director and/or the President of the Council for Homeopathic Certification. This policy provides guidelines for identifying conflicts, disclosing conflicts and offers a procedure to appropriately manage conflicts in accordance with legal requirements and the goals of accountability and transparency in The Council for Homeopathic Certification's operations.

### 1. Conflict of Interest Defined

A conflict of interest arises when a board member, contractor, or volunteer has a personal interest that conflicts with the interests of the Council for Homeopathic Certification or in situations where a board member/independent contractor/volunteer has divided loyalties, also known as duality of interest. This can result in situations that result in inappropriate financial gain to persons in authority at The Council for Homeopathic Certification which can lead to penalties and violations of IRS regulations. Similarly, situations or transactions arising out of a conflict of interest can result in either inappropriate financial gain or the appearance of a lack of integrity in the Council for Homeopathic Certification's decision-making process. Both situations result in damage to the Council for Homeopathic Certification and are to be avoided. A person with a conflict of interest is referred to as an "interested person."

- a) An "Interested Person" is any person serving as an officer, independent contractor or member of the Board of Directors of the Council for Homeopathic Certification or a major donor to the Council for Homeopathic Certification or anyone else who is in a position of control over the Council for Homeopathic Certification who has a personal interest that is in conflict with the interests of the Council for Homeopathic Certification.
- b) A "Family Member" is a first, second or third degree relative of an interested person: this includes a spouse/partner, parent, child, brother, or sister; an uncle, aunt, nephew, niece, grandparent, grandchild or half-sibling; a first cousin, great-grandparent or great- grandchild, respectively, including spouse/partner of listed relatives.
- c) A "Material Financial Interest" in an entity is a financial interest of any kind, which, in view of all the circumstances, is substantial enough that it would, or reasonably could, affect an

Interested Person's or Family Member's judgment with respect to transactions to which the entity is a party.

- d) A "Contract or Transaction" is any agreement or relationship involving the sale or purchase of goods or services, the providing or receipt of a loan or grant, the establishment of any other type of financial relationship, or the exercise of control over another organization. The making of a gift to The Council for Homeopathic Certification is not a Contract or Transaction.

**2. For purposes of this policy, the following circumstances shall be deemed to create a Conflict of Interest:**

- a) A director, officer, independent consultant, or volunteer, including a board member (or family member of any of the foregoing) is a party to a contract, or involved in a transaction with The Council for Homeopathic Certification for goods or services.
- b) A director, officer, independent contractor, or volunteer, (or a family member of any of the foregoing) has a material financial interest in a transaction between The Council for Homeopathic Certification and an entity in which the director, officer, or volunteer, or a family member of the foregoing, is a director, officer, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, or other legal representative.
- c) A director, officer, independent contractor, or volunteer, (or a family member of the foregoing) is engaged in some capacity or has a material financial interest in a business or enterprise that competes with The Council for Homeopathic Certification.

Other situations may create the appearance of a conflict, or present a duality of interests in connection with a person who has influence over the activities or finances of the nonprofit. All such circumstances should be disclosed to the board or staff, as appropriate, and a decision made as to what course of action the organization or individuals should take so that the best interests of the nonprofit are not compromised by the personal interests of stakeholders in the nonprofit.

Gifts, Gratuities and Entertainment: Accepting gifts, entertainment or other favors from individuals or entities can also result in a conflict or duality of interest when the party providing the gift/entertainment/favor does so under circumstances where it might be inferred that such action was intended to influence or possibly would influence the interested person in the performance of his or her duties. This does not preclude the acceptance of items of nominal or insignificant value or entertainment of nominal or insignificant value which are not related to any particular transaction or activity of The Council for Homeopathic Certification.

**3. Procedures**

For each interest disclosed, the Executive Director or the President of the board, or the Executive Committee as appropriate, will determine whether the organization should:

- a) take no action or
- b) disclose the situation more broadly and invite discussion/resolution by the full board of what action to take, or

- c) refrain from taking action and otherwise avoid the conflict.

In most cases the broadest disclosure possible is advisable so that decision-makers can make informed decisions that are in the best interests of the organization.

#### **4. Procedures to Manage Conflicts**

- a) Prior to board or committee action on a Contract or Transaction involving a Conflict of Interest, a director or committee member having a Conflict of Interest shall disclose all facts material of the Conflict of Interest, in writing, to the Executive Board at the monthly meeting. Such disclosure shall be reflected in the minutes of the meeting. If committee members are aware that staff or other volunteers have a conflict of interest, relevant facts should be disclosed by that member or by the interested person him/herself if invited to the board meeting as a guest for purposes of disclosure.
- b) Executive Director will monitor proposed or ongoing transactions of the organization (e.g., contracts with vendors and collaborations with third parties) for conflicts of interest and disclose them to the Board and staff, as appropriate, whether discovered before or after the transaction has occurred.
- c) An Interested Person shall not participate in or be permitted to hear the board's or committee's discussion nor vote on the matter except to disclose material facts and to respond to questions. Such person shall not attempt to exert his or her personal influence with respect to the matter, either at or outside the meeting.
- d) In some cases, the person with the conflict may be asked to recuse him/herself from sensitive discussions so as not to unduly influence the discussion of the conflict.
- e) An Interested Person may not vote on the Contract or Transaction and shall not be present when the vote is taken. Such person's ineligibility to vote shall be reflected in the minutes of the meeting. For purposes of this paragraph, a member of the Board of Directors of The Council for Homeopathic Certification has a Conflict of Interest when he or she stands for election as an officer or for re-election as a member of the Board of Directors.

Once a conflict is managed the outcome will be documented in the minutes of the meeting.

In the event it is not entirely clear that a Conflict of Interest exists, the individual with the potential conflict shall disclose the circumstances to the Executive Director or President of The Council for Homeopathic Certification, who shall determine whether full board discussion is warranted or whether there exists a Conflict of Interest that is subject to this policy. Board members, Officers, Independent Contractors, and Volunteers will annually disclose and promptly update any disclosures previously made to the Executive Director or President on a Conflict of Interest form.

**Affirmation and Disclosures (please complete and sign)**

Name: \_\_\_\_\_

Position (Board Member, Officer, Independent Contractor, Volunteer):  
\_\_\_\_\_

I affirm the following:

I have received a copy of the CHC conflict of interest. (initial)

I have read and understand the policy. \_\_\_\_\_ (initial)

I agree to comply with the policy. \_\_\_\_\_ (initial)

**DISCLOSURES**

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a potential conflict of interest between The Council for Homeopathic Certification and your personal interests, financial or otherwise:

\_\_\_\_\_ I have no conflict of interest to report

\_\_\_\_\_ I have the following conflict(s) of interest to report (Please specify other nonprofit and for-profit boards you or your spouse/partner sit on. Please specify any for-profit businesses for which you or an immediate family member are an owner, officer, director, or hold a majority financial interest in):

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

I hereby certify that the information set forth above is true and complete to the best of my knowledge. I have reviewed, and agree to abide by, the Policy of Conflict of Interest of The Council for Homeopathic Certification.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Non-Disclosure Agreement**

This Confidentiality Agreement (“Agreement”) is entered into by and between the Council for Homeopathic Certification with its principal mailing address at Lewisville, AR (“Discloser”) and \_\_\_\_\_, located at \_\_\_\_\_ (“Recipient”) for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below.

### **RECITALS:**

The Council for Homeopathic Certification (CHC) conducts a nationally recognized certification process for practitioners of homeopathy.

Maintaining the integrity of the certification process is essential. The fairness and accuracy of the process would be harmed should questions asked on a particular exam (or other information that the CHC has identified as Confidential Information, as hereinafter defined) be disclosed to the homeopathic community, including schools, teachers, supervisors, students, or anyone who might take the examination in the future, or within the public domain.

Members of the CHC Board of Directors, Members of Committees of the CHC, and others specifically authorized by the CHC (such as test proctors, vendors employed by the CHC) are permitted to discuss questions and other aspects of the certification process within that group but not with others outside of the group, except in circumstances approved by the CHC Board of Directors.

While the subject matter examined is in the public domain, exam questions and other aspects of the methodology used for certification are proprietary and considered Confidential Information (as hereinafter defined) of the CHC. While examination materials may contain information similar to information appearing in publicly-available study guides or other sources, the fact that such information is/was contained in a specific CHC examination is considered confidential matter.

While the CHC recognizes that those taking the examinations inevitably share their impressions of the examination with others, it is the specific purpose of this Agreement that any such discussion be limited to general impressions and not specific enough for someone else to derive an unfair advantage by being the recipient of any Confidential information.

NOW THEREFORE, in consideration for the mutual undertakings of the Discloser and the Recipient under this Agreement, the parties agree as follows:

1. Recipient will not disclose, publish, or otherwise reveal verbally or through any media, including but not limited to: paper, digital, electronic, or any other form, any of the Confidential Information received from the Discloser to any other party whatsoever or with the specific prior written authorization from the CHC Board of Directors or if required to do so by law. Recipient shall hold and maintain the Confidential Information

in strictest confidence for the sole and exclusive benefit of the Discloser.

2. Recipient agrees to use his/her best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Discloser's authorized representatives. Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.

3. Recipient shall not, without prior written approval of Discloser, use for the Recipient's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Discloser, any Confidential Information. Recipient shall return to Discloser any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Discloser requests in writing.

4. This Agreement imposes no obligation upon Recipient with respect to any Confidential Information that: (a) is or becomes a matter of public knowledge through no fault of Recipient; (b) is rightfully received by Recipient from a third party not owing a duty of confidentiality to the Discloser, provided the Recipient informs the Disclosers within a 7-day period; (c) is disclosed with the authorizations of Discloser; or (d) is independently derived by Recipient.

5. Recipient agrees that all Confidential Information shall remain the property of Discloser, and that Discloser may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient with respect to the Confidential Information, or any other intellectual property protecting or relating to the Confidential Information.

6. Upon the request of Discloser, Recipient shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. At Discloser's option, any documents, computer-files, electronic data, digital files or data, or other media maintained by or developed by the Recipient containing Confidential Information must be destroyed by Recipient. Recipient shall provide a written certificate declaring the Confidential Information was destroyed to Discloser regarding destruction within ten (10) days thereafter.

#### **Definition of Confidential Information**

For purposes of this Agreement, "Confidential Information" shall include any and all information or material that has or could have value or other utility in the enterprises in which Discloser is engaged, including, but not limited to, all aspects of the certification process. Any and all Confidential Information, in verbal, written, electronic, or any other means originating with the Discloser shall be deemed to be Confidential Information. If Confidential Information is transmitted electronically, all such electronic material

originating with the Discloser shall be deemed to be Confidential Information.

### **Time Periods**

The confidentiality provisions of this Agreement shall survive the termination of this Agreement and Recipient's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information disclosed to Recipient is no longer confidential or until Discloser sends Recipient written notice releasing Recipient from this Agreement.

### **General**

Nothing contained in this Agreement shall be deemed to constitute either party a partner or employee of the other party for any purpose.

If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in writing and signed by both parties.

This Agreement shall be binding upon Recipient, its successors and assignees.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the Recipient any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information as specified in the paragraphs above. Furthermore, and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

This Agreement is made under and shall be construed according to the laws of the United States and the laws of the State of California, U.S.A. In the event that this agreement is breached, any and all disputes must be settled in a court of competent jurisdiction in the State of California, U.S.A. or by binding arbitration if such arbitration is agreed to by both parties.

Recipient consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Agreement. Recipient agrees that in the event of any breach or threatened breach by Recipient, Discloser may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Discloser against any such breach or threatened breach.

This Agreement terminates and supersedes all prior understandings or agreements on



the subject matter hereof.

**Notices**

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

**Non-Disclosure Statement (please complete and sign)**

Date: \_\_\_\_\_

Name: (print) \_\_\_\_\_

Position (Board Director, Officer, Contractor, Volunteer): \_\_\_\_\_

I hereby certify that I have read, understand, and agree to abide by the Council for Homeopathic Certifications policies outlined in this Non-Disclosure Agreement.

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(Signature)

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(Date)

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(Address)