

CONFLICT OF INTEREST DISCLOSURE & CONFIDENTIALITY AGREEMENT

Conflict of Interest. In accepting a position with the NDHA, the below signed member makes a commitment to perform his/her duties honestly, responsibly and in good faith. NDHA recognizes that those selected to serve with the organization may have diverse financial and professional interests. Nonetheless, the member agrees that he/she shall not use his/her position with NDHA for personal gain and shall exercise particular care that no detriment to NDHA results from conflicts between the member's interests and those of NDHA.

The member acknowledges and agrees that a conflict of interest may exist when the interests or concerns of the member, an immediate family member of the member, or any other group affiliated with the member, may be viewed as competing with the interests or concerns of NDHA. The member further acknowledges and agrees that a conflict of interest may also exist if the member, an immediate family member of the member, or any other group affiliated with the member has a financial interest in or may gain personally from a policy or activity that is directed by NDHA.

Any the member who believes he or she may have a conflict of interest shall disclose the nature of the potential conflict to NDHA Board of Directors. If NDHA, excluding the member who has the potential conflict of interest, determines that a conflict does exist, NDHA shall take steps necessary to ensure that the conflict does not adversely impact the organization. (For example, if the conflict of interest is relevant to a matter requiring action by NDHA, the member involved shall be excused from the room during the deliberation of the matter, and shall not vote on the matter. Further, the minutes of the relevant meeting shall reflect that the conflict of interest was disclosed and that the interested person was not present during the final discussion and did not vote)

The member shall be furnished with a copy of this Confidentiality Agreement upon his/her assumption of duties with NDHA, and annually thereafter. At such time, he/she shall be required to submit a statement regarding the existence of any conflicts of interest. Further, the member shall immediately notify NDHA if a conflict of interest should arise after the submission of the annual disclosure statement.

Disclosure:

I hereby disclose, on behalf of myself and members of my family, the following with respect to persons or entities who or which are doing business with, are proposing to do business with, desire to do business with, or compete with the Nebraska Dental Hygienists Association:

- I have nothing to disclose.
- Employer (always fill in): _____
- I receive, or am being considered to receive, compensation (e.g., consulting fees, speaking or writing honoraria, research or institutional support - including unrestricted educational grants, equipment or services, or reimbursement of expenses) from the following:

- I have an ownership interest / am a major shareholder in the following:

- I am doing business with or have a business or other relationship with, or am being considered to have a business relationship with, the following:

I serve another (other than NDHA) organization in the general areas of interest to NDHA in the following capacity(ies):

Confidentiality of Material and Information. The member recognizes and acknowledges that, by reason of his/her position in the organization, he/she will acquire and have access to the information pertaining to NDHA business, meetings, methods and materials and, further, that certain of said information and material are of a proprietary, confidential and secret nature and are a valuable and unique assets of the organization (the "Confidential Information"). The member agrees that he/she will not, both during and after his/her term, whether intentionally or otherwise, use to his/her own or another's advantage or disclose in any manner or make available to any person, firm, corporation, association, or other entity any Confidential Information. Specifically excepted from this obligation of confidentiality is all information which (a) is of a general nature which the member learns as a result of his/her affiliation with NDHA which promotes and encourages high quality oral care, (b) was independently developed by the member without reliance upon any confidential information; (c) was rightfully received from third parties without an obligation of confidentiality to NDHA; (d) is in the public domain through means other than by disclosure by NDHA; and/or (e) is disclosed pursuant to any judicial or government request, requirement or order provided that the member takes reasonable steps to provide NDHA the ability to contest such request, requirement or order. The obligations of confidentiality set forth herein shall remain in effect for five (5) years following the effective date of this agreement.

Modification and Waiver. This agreement may be altered, modified, or amended only by an instrument in writing executed by both the member and NDHA.

Signed: _____ Date: _____

Printed Name: _____

Please check all that apply:

- NDHA Board Member: (Position: _____)
- NDHA Committee Chair/Member: (Committee: _____)
- NDHA Administrative Staff
- Other _____

Sign and Return Form to:

John L. Roberts, MA.
Executive Director
Nebraska Dental Hygienists Association
3201 Pioneers Blvd, Suite 206
Lincoln, NE 68502

or email to: director@nedha.org