**LOGO**

**CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT**

**DATE APPROVED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

***For Officers, Directors, Committee volunteers and Staff***

**Conflict of Interest**

A conflict of interest exists in any situation where a person having official responsibilities for the Association (“Association Representative”) has been empowered to make decisions on behalf of the Association and who, as a result of that power, can potentially benefit personally, directly or indirectly, from an entity or person conducting business with the Association. Examples of possible conflict of interest include, but are not limited to:

* The Association Representative’s personal business provides goods or services to the Association for consideration (that is, for some kind of payment).
* A friend or relative of the Association Representative provides goods or services to the Association for consideration.
* A vendor or business acquaintance with which the Association Representative has an outside business relationship provides goods or services to the Association for consideration.
* The Association Representative receives a referral fee or preferential discount, gift, or other valuable consideration from a vendor, paid promoter, fund raising event sponsor, or any other outside party, for referring Association business to such party.

All potential conflicts of interest, no matter how small or seemingly insignificant, and whether only in appearance are to be reported to the Association’s Board of Directors or Committee prior to engaging in a possible conflict of interest situation. The Board of Directors or Committee will then make a decision as to whether the relationship is an appropriate one for the Association or if the individual with the potential conflict should refrain from participation in any decision on such matter.

**Confidential Information**

Following execution of this Agreement, the Association Officer, Director, Committee volunteer or Staff person signing this Agreement shall exercise reasonable care to prevent the unauthorized disclosure or use of Confidential Information. “Confidential Information” means all information disclosed by the Association, as well as information materially developed as a result of the Association’s disclosure, except any portion of that information that:

* is known to the recipient before receipt of such information under this Agreement, or is independently generated by or for the recipient, as evidenced by recipient’s written records;
* is disclosed to the recipient, without restriction, after acceptance of this Agreement by an independent third party having a legal right to make such a disclosure; or
* is or becomes part of the public domain through no breach of this Agreement.

**Acknowledgement**

The representation set forth below is to be signed annually by each Officer, Director, Committee volunteer and Staff person of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Association of REALTORS®.

I, (name – please print)

understand the concepts of a conflict of interest and confidentiality of the Association’s Confidential Information. I represent that I have not been a party to a possible conflict of interest situation that has not been previously disclosed to the Association’s Board of Directors or Committee. I agree to report any potential future conflicts of interest to the Board of Directors or Committee prior to engaging in any possible conflict of interest situation. I also agree to report to the Board of Directors any breach of which I become aware of the duty not to disclose or use the Association’s Confidential Information.

At this time, I am a Board Member or Employee of the following Associations:

**Signature** **Date**

For Fiscal Year \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:

I serve on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Association of REALTOR® Committees or Work Groups: