



**Wi-SUN Alliance**

**Policy and Procedure**

**Conflict of Interest Policy**

**Revision 1v00**

Confidential Wi-SUN Internal Use Only

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

# 1 Notices

## 1.1 Copyright

The contents of this document are Copyright © Wi-SUN Alliance™ and are strictly confidential. No information contained herein may be supplied to any other party without prior written permission from an authorized Wi-SUN Alliance representative.

## 1.2 Approved Document

This document was approved by the Wi-SUN Alliance Board of Directors on 29 August 2013.

## 1.3 Revision History

Version	Date	Author	Comments
0v03	30 July 2013	Phil Beecher	Released to Board of Directors for review.
0v04	5 August 2013	Phil Beecher	Clarified "volunteer"
0v05	12 August 2013	Phil Beecher	Added clause 2.1d
0v06	14 August 2013	Phil Beecher	Fixed typo. Extended definition of "conflicted person"
1v00	29 August 2013	Phil Beecher	0v06 Approved by Board of Directors All changes accepted

**Table 1 Revision History**

# Contents

37

38	1	NOTICES.....	2
39	1.1	Copyright .....	2
40	1.2	Approved Document.....	2
41	1.3	Revision History .....	2
42	2	OVERVIEW.....	4
43	2.1	Conflict of Interest Defined.....	4
44	2.2	Definitions.....	5
45	3	PROCEDURES.....	6
46	4	CONFIDENTIALITY.....	7
47	5	REVIEW OF POLICY.....	8
48	6	WI-SUN ALLIANCE CONFLICT OF INTEREST DISCLOSURE FORM.....	9

Confidential Wi-SUN Internal Use Only

---

## 2 Overview

It is in the best interest of Wi-SUN Alliance to be aware of and properly manage all conflicts of interest and appearances of a conflict of interest. This conflict of interest policy is designed to help directors, officers, employees and volunteers of the Wi-SUN Alliance identify situations that present potential conflicts of interest and to provide Wi-SUN Alliance with a procedure to appropriately manage conflicts in accordance with legal requirements and the goals of accountability and transparency in Wi-SUN Alliance operations.

### 2.1 Conflict of Interest Defined.

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

- a. A Wi-SUN Alliance director, officer, employee or volunteer<sup>1</sup> (or family member of any of the foregoing) is a party to a contract, or involved in a transaction with Wi-SUN Alliance for goods or services.
- b. A Wi-SUN Alliance director, officer, employee or volunteer, (or a family member of any of the foregoing) has a material financial interest in a transaction between Wi-SUN Alliance and an entity in which the director, officer, employee or volunteer, or a family member of the foregoing, has a material financial interest, or serves as a director, officer, agent, partner, associate, employee, trustee, personal representative, receiver, guardian, custodian, or other legal representative.
- c. A Wi-SUN Alliance director, officer, employee 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 Wi-SUN Alliance.
- d. A Wi-SUN Alliance director, officer, employee or volunteer, (or a family member of the foregoing) is engaged in some capacity or has a material financial interest in a business, enterprise or other activity whose promotion may adversely affect the interests of the Wi-SUN Alliance or any Wi-SUN Alliance member company.

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 Wi-SUN Alliance Board of Directors and a decision made as to what course of action should be taken so that the best interests of the Wi-SUN Alliance are not compromised.

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

---

<sup>1</sup> For clarification, a volunteer is any employee or representative of a Wi-SUN Alliance member company who either contributes to or has access to any Wi-SUN Alliance documents or reports or attends any Wi-SUN Alliance meetings.

87 providing the gift/entertainment/favor does so under circumstances where it might be  
88 inferred that such action was intended to influence or possibly would influence the  
89 interested person in the performance of his or her duties. This does not preclude the  
90 acceptance of items of nominal or insignificant value or entertainment of nominal or  
91 insignificant value that are not related to any particular transaction or activity of Wi-SUN  
92 Alliance.

## 94 2.2 Definitions.

- 95 a. A "Conflict of Interest" is any circumstance described in Paragraph 2.1 of this Policy.  
96
- 97 b. A "Conflicted Person" is any person serving as an officer, employee, volunteer or  
98 member of the Board of Directors of Wi-SUN Alliance or a major donor to Wi-SUN  
99 Alliance or anyone else who is in a position of control over Wi-SUN Alliance who has a  
100 personal or professional interest that is in conflict with the interests of Wi-SUN Alliance.  
101
- 102 c. A "Family Member" is a spouse, parent, grandparent, child, grandchild, sibling or in law  
103 of any person serving as an officer, employee, volunteer or member of the Board of  
104 Directors of Wi-SUN Alliance.  
105
- 106 d. A "Material Financial Interest" in an entity is a financial interest of any kind, which, in  
107 view of all the circumstances, is substantial enough that it would, or reasonably could,  
108 affect a person's judgment with respect to transactions with that entity.  
109
- 110 e. A "Contract or Transaction" is any agreement or exchange involving the sale or  
111 purchase of goods or services, the providing or receipt of a loan or grant, the  
112 establishment of any other type of financial relationship, or the exercise of control over  
113 another organization. The making of a gift to Wi-SUN Alliance is not a Contract or  
114 Transaction.  
115

---

### 3 Procedures.

- 116
- 117 a. Prior to Board or committee action on a Contract or Transaction involving a Conflict of  
118 Interest, a director or committee member having the Conflict of Interest and who is in  
119 attendance at the meeting shall disclose to the Board or committee all facts relevant to  
120 the Conflict of Interest. Such disclosure shall be reflected in the minutes of the meeting.  
121 If Board members are aware that staff or other volunteers have a Conflict of Interest,  
122 relevant facts should be disclosed by the Board member or by the Conflicted Person  
123 him/herself if invited to the Board meeting as a guest for purposes of disclosure.  
124
- 125 b. A director or committee member who plans not to attend a meeting at which he or she  
126 has reason to believe that the Board or committee will act on a matter in which the  
127 person has a Conflict of Interest shall disclose to the Chair of the meeting all facts  
128 relevant to the Conflict of Interest. The Chair shall report the disclosure at the meeting  
129 and the disclosure shall be reflected in the minutes of the meeting.  
130
- 131 c. A Conflicted Person shall not participate in or be permitted to hear the Board's or  
132 committee's discussion of the matter except to disclose material facts and to respond to  
133 questions. Such person shall not attempt to exert his or her personal influence with  
134 respect to the matter, either at or outside the meeting.  
135
- 136 d. A Conflicted Person with respect to a Contract or Transaction that will be voted on at a  
137 meeting shall not be counted in determining the presence of a quorum for purposes of  
138 the vote.  
139
- 140 e. The Conflicted Person may not vote on the Contract or Transaction and shall not be  
141 present in the meeting room when the vote is taken, unless the vote is by secret ballot.  
142 Such person's ineligibility to vote shall be reflected in the minutes of the meeting. For  
143 purposes of this paragraph, a member of the Board of Directors of Wi-SUN Alliance  
144 has a Conflict of Interest when he or she stands for election as an officer or for re-  
145 election as a member of the Board of Directors.  
146
- 147 f. Conflicted Persons who are not members of the Board of Directors of Wi-SUN Alliance,  
148 or who have a Conflict of Interest with respect to a Contract or Transaction that is not  
149 the subject of Board or committee action, shall disclose to their supervisor, or the  
150 Chair, or the Chair's designee, any Conflict of Interest that such Interested Person has  
151 with respect to a Contract or Transaction. Such disclosure shall be made as soon as  
152 the Conflict of Interest is known to the Conflicted Person. The Conflicted Person shall  
153 refrain from any action that may affect Wi-SUN Alliance's participation in such Contract  
154 or Transaction.  
155

156 In the event it is not entirely clear that a Conflict of Interest exists, the individual with the  
157 potential conflict shall disclose the circumstances to his or her supervisor or the Chair or  
158 the Chair's designee, who shall determine whether full Board discussion is warranted or  
159 whether there exists a Conflict of Interest that is subject to this policy.

160

161 **4 Confidentiality.**

162 Each director, officer, employee and volunteer shall exercise care not to disclose  
163 confidential information acquired in connection with disclosures of conflicts of interest  
164 or potential conflicts, which might be adverse to the interests of Wi-SUN Alliance.  
165 Furthermore, directors, officers, employees and volunteers shall not disclose or use  
166 information relating to the business of Wi-SUN Alliance for their personal profit or  
167 advantage or the personal profit or advantage of their Family Member(s).

Confidential Wi-SUN Internal Use Only

## 5 Review of policy.

- 168
- 169 a. Each director, officer, employee and volunteer shall be provided with and asked to  
170 review a copy of this Policy and to acknowledge in writing that he or she has done so.  
171
- 172 b. Each director, officer, employee and volunteer shall complete annually a disclosure  
173 form identifying any relationships, positions or circumstances in which s/he is involved  
174 that he or she believes could contribute to a Conflict of Interest. Such relationships,  
175 positions or circumstances might include service as a director of or consultant to  
176 another nonprofit organization, or ownership of a business that might provide goods or  
177 services to Wi-SUN Alliance. Any such information regarding the business interests of  
178 a director, officer, employee or volunteer, or a Family Member thereof, shall be treated  
179 as confidential and shall generally be made available only to the Chair, the Executive  
180 Director, and any committee appointed to address Conflicts of Interest, except to the  
181 extent additional disclosure is necessary in connection with the implementation of this  
182 Policy.  
183
- 184 c. This policy shall be reviewed annually by each member of the Board of Directors. Any  
185 changes to the policy shall be communicated to all staff and volunteers

Confidential Wi-SUN Internal Use Only



---

## 6 Wi-SUN Alliance Conflict of Interest Disclosure Form.

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

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

Position (employee/volunteer/board member): \_\_\_\_\_

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest between Wi-SUN Alliance and your personal interests, financial or otherwise:

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

\_\_\_\_\_ I have the following "potential" conflict(s) of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any nonprofit or for-profit businesses for which you or a Family Member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own, or any material financial interest connected to Wi-SUN Alliance you might have, or any other circumstance identified in Clause 1 of the Wi-SUN Alliance Conflict of Interest Policy):

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 Wi-SUN Alliance Conflict of Interest Policy.

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

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