

CONFLICT OF INTEREST POLICY AND DISCLOSURE FORM

All directors, officers, chapter trustees, and other volunteer leaders that (either individually or through committee work) have influence over the allocation of Society resources, and all employees (“covered individuals”) of the National Multiple Sclerosis Society (“the Society”) owe a duty of loyalty to the Society. This duty requires that covered individuals act solely in the interests of the Society, and not in their personal interests or in the interests of others. Covered individuals shall adhere to standards of conduct that will maintain the integrity and credibility of the Society as a voice for people affected by multiple sclerosis. Covered individuals must have an undivided allegiance to the Society’s mission and may not use their positions or information they have about the Society in a manner which provides for a material benefit for themselves or their relatives or business associates. No covered individual shall publicly utilize any Society affiliation for motives not in conformity with the interests of the Society. Compliance with the Conflict of Interest Policy (“Policy”) requires using common sense, being diligent and attentive to the Society’s needs, and making thoughtful decisions in the best interests of the Society. In particular, this Policy is designed to inform covered individuals about what constitutes a conflict of interest, assist them in identifying and disclosing actual and potential conflicts, and help them avoid conflicts of interest where possible.

A conflict of interest is defined as an activity or situation where a covered individual has a personal or business interest that may conflict or reasonably appear to conflict with the best interests of the Society.

While it is impossible to list every circumstance giving rise to a conflict of interest, the following will serve as a guide to the types of activities which could potentially cause conflicts and how they should be fully disclosed. In all cases reference to the Society also includes any of the related subsidiaries of the Society (e.g. Fast Forward).

1. Interests Related to Transactions

A covered individual shall not abuse his or her position with the Society by attempting to influence the conduct of the Society in such a way as to confer any financial or other benefit personally, professionally or with an entity that the covered individual has an interest or affiliation. A conflict exists when a covered individual has a financial interest in, or derives material benefit from, any entity or person that proposes to enter into a business transaction with the Society.

If the covered individual has a potential conflict of interest, the individual shall fully disclose the interest or relationship in the disclosure section below and will cooperate with any subsequent investigation and ultimate resolution of that conflict. No covered individual shall provide goods or services to the Society as a paid vendor without full disclosure and prior written approval by the Society. Similarly, no covered individual shall seek money for a research grant or participate in discussions relating to the awarding of a

research grant from the Society that would benefit his or her institution without full disclosure, recusal from the discussion and deliberations, and approval by an independent decision making body within the Society.

2. Outside Activities Relating to the Society

A covered individual shall not have a financial interest in or derive material benefit from any entity or person that might directly benefit from the work of the Society. A covered individual shall not receive consulting fees, honoraria or any other income in excess of \$10,000 in a twelve month period from an entity or person who might benefit from an activity conducted, or being actively considered by the Society (Society staff may not accept honoraria under any circumstance, including honoraria from pharmaceutical companies or other MS related organizations.) Any covered individual who is seeking research funding, or whose institution is seeking research funding, shall disclose the relationship. The conflict of interest resolution report will ensure that the covered individual shall recuse themselves from discussions and voting on activities in which he or she has an interest or a perceived interest.

3. Gifts, Entertainment or Favors

Covered individuals shall not solicit or accept personal gifts, gratuities, free trips, honoraria, personal property, or any other item of value from any person or entity as a direct or indirect inducement to provide special treatment to such donor with respect to matters pertaining to the Society. Society employees shall never accept honoraria or travel reimbursement from any vendor or prospective vendor, sponsor, pharmaceutical company, or any MS related organization. Travel reimbursement includes conference registration, hotel stays, or airline flights. Any gifts received by a covered individual relating to his or her role with the Society from a third-party with an aggregated market value in excess of \$100 must immediately be returned or disclosed to the Society's Chief Legal Officer. After such disclosure, the gift may be kept only if the recipient of the gift represents and affirms that the gift will have no impact on the recipient's actions or how he or she will interact with the donor of the gift and the Chief Legal Officer consents.

4. Inside Information

At all times, covered individuals shall maintain the confidentiality and privacy standards of the Society and abide by the Society's governing Privacy Policy. No covered individual shall disclose or reveal or otherwise use confidential or proprietary information belonging to the Society or its clients or donors. A covered individual shall be prohibited from the use of information acquired as a result of Society relationships with corporations, sponsors, the pharmaceutical industry, or government agencies, or any other sources (including the employees of any of the above) to execute transactions of stock, securities, or other corporate assets for personal benefit or gain. Similarly, disclosure or use of Society information for the personal benefit or advantage of the individual or entity, or anyone known to the individual receiving such information, including immediate family members, is prohibited. Immediate family members include a spouse, child, parent, sibling, and significant other.

Procedure for Disclosure in Writing

As contemplated in this document all covered individuals shall fill out the Conflict of Interest Disclosure Form attached to this document on an annual basis. If the covered individual does not have an actual or potential conflict to disclose, and the covered individual has access to the Society's computer system, such individual can merely electronically affirm that a) he or she has reviewed the Conflict of Interest Policy; and b) he or she has no actual or potential conflict to disclose. If the covered individual does not have access to the Society's computer system, such individual will need to fill out a hard copy of the form and submit it as described below.

All actual or potential conflicts shall be disclosed to the Chief Legal Officer upon the annual collection of the Conflict of Interest Disclosure Forms. Presidents shall ensure that Conflict of Interest Disclosure forms are collected from all chapter trustees. If any material change to the responses provided on the annual Conflict of Interest Disclosure Form occurs before the next form is due, the covered individual is required to update the information on the form in writing, and submit the update to the Chief Legal Officer. All actual or potential conflicts of interest shall be disclosed to the Chief Legal Officer as soon as the covered individual becomes aware of the relationship or interest that causes the actual or potential conflict. Covered individuals are encouraged to disclose a potential conflict of interest if they are unsure about whether the facts or circumstances constitute a conflict of interest. The disclosure should detail the precise nature of the potential conflict including all relevant information describing the relationship involving the covered individual.

Procedure for Disclosure at Meetings

Similarly, if a covered individual is attending a Society meeting (including all board meetings, committee meetings, advisory meetings or any meeting where a decision is made on behalf of the Society) and has an actual or potential conflict, at the outset of the meeting the covered individual shall disclose his or her actual or potential conflict. The covered individual shall not participate in any discussion, voting, or any other act that would influence the decision making process within or outside of that meeting. The minutes of that meeting shall reflect the fact that the covered individual made the disclosure and that he or she did not participate in any discussion relating to that topic and abstained from voting on the matter identified.

If a covered individual has multiple affiliations or roles within the Society, then that individual shall disclose all of his or her affiliations or roles at the outset of any meeting where a decision is made on behalf of the Society. After such disclosure the chair of the committee (or convener of the meeting) shall have the discretion to determine whether the covered individual shall participate in any discussion or voting as it relates to the covered individuals other affiliation or role within or outside of that meeting. The covered individuals participation or recusal shall be reflected in the minutes.

Resolution of Actual or Potential Conflict

Upon disclosure of the actual or potential conflict to the Chief Legal Officer, the Chief Legal Officer shall conduct an investigation of the conflict to ensure that he or she has a thorough understanding of the actual or potential conflict. After concluding the investigation for each disclosure, the Chief Legal Officer shall make a recommendation of how to resolve the disclosed conflict to the Audit Committee of the National Board of Directors. The recommendation shall contain the initial disclosure by the covered individual as well as any other pertinent facts

discovered during the investigation. The Audit Committee will then review the Chief Legal Officer's recommendation as it relates to each covered individual who disclosed an actual or potential conflict of interest. After consideration, the Audit Committee will make a final determination regarding how each conflict shall be resolved and will document those findings through a conflict resolution report that shall be supplemented when additional disclosures are made and resolved.

The resolution of each conflict shall be communicated back to the covered individual. It shall then be the responsibility of the covered individual to ensure that he or she makes all required disclosures at future Society meetings and complies with the conflict resolution as determined by the Audit Committee. In the case of Society employees, the resolution report shall also be communicated to the disclosing employee's supervisor, in the case of Society volunteers, the resolution report shall be communicated to the chair of the committee or board on which the volunteer serves. Failure to comply with the conflict resolution determination, or failure to disclose the existence of an actual or potential conflict, may be grounds for termination of employment or removal from participation in the Society's activities.

Conflict of Interest Disclosure Form

I have read and agree to abide by the above policy. I agree to disclose immediately to the Chief Legal Officer any actual or potential conflicts that should arise hereafter.

I agree to comply with the anti-bribery laws of the United States and of the foreign countries where the Society does business.

I agree to maintain the confidentiality and privacy standards of the Society. No trustee, leadership volunteer, or staff member may disclose, reveal, or use confidential or proprietary information of the Society or its clients without express authorization.

Full disclosure of any situation in doubt should be made so as to permit an impartial and objective determination. This disclosure relates not only to yourself, but also to your immediate family. Immediate family members include a spouse, child, parent, sibling, and significant other.

Check the box for “None” if applicable.

1. Interests Related to Transactions: Identify any interests related to actual or potential transactions known to you that the Society may conduct for which you, or your immediate family, or a company, partnership or non-profit organization that you are affiliated with may benefit, as described in Section 1 of the Policy. Please describe the circumstances giving rise to the potential conflict and the nature of your relationship with that entity.

NONE

<u>Entity with whom you have a relationship</u>	<u>Nature of that relationship</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**If additional space is needed, please attach separate sheet.*

3. Acceptance of Gifts, Entertainment or Favors: Based on information currently known to me, I hereby certify that neither I nor any member of my immediate family, or other companies, entities or non-profits that I am affiliated with has accepted gifts, entertainment, or favors valued at greater than \$100 in the last 12 months that might be perceived to influence my judgment or actions concerning the activities of the Society.

() **NONE**

If there is concern that a previous action(s) not previously disclosed may be construed as having an influence, please describe the gift/entertainment/favor, its value, from whom it was received, and the circumstances for which it was provided:

4. Other: List any activities known to you in which you or your immediate family, companies, other entities or non-profits that I am engaged which could be construed as constituting a conflict of interest other than those outlined above. Immediate family includes a spouse, child, parent, sibling, and significant other.

**CONFLICT OF INTEREST POLICY
AND
DISCLOSURE FORM SIGNATURE**

Signature _____
Date

Print Name

E-mail Address