

## Global Compact Network USA, Inc. (NUSA)

### Provider Conflict-of-Interest Policy

#### Definitions

- **UNGC** is the United Nations Global Compact
- **NUSA** is the Global Compact Network USA, Inc.
- **Provider** is any organization that provides services to the NUSA, whether or not for remuneration.

#### Overview

This policy is intended to guide the NUSA and Providers in identifying and avoiding any potential conflicts of interest. A conflict of interest arises when the private interests of a Provider—whether related to finances, marketing, networking, or otherwise—conflict with those of the NUSA or appear to do so. A conflict also arises when a Provider's duty of loyalty to a third party conflicts or appears to conflict with the activities it is expected to complete for the NUSA.

The NUSA is committed to avoiding all aspects of corruption by building our relationships with transparency, honesty, and trust. A contracts with a Provider must be always based on merit and an objective determination that such Provider is the best choice for the task contemplated. Likewise, the NUSA expects each Provider to deliver the best possible work while keeping the best interests of the NUSA in mind.

This policy explains some of the details of this approach, as part of our commitment to adhere to Principle 10 of the United Nations Global Compact: *"Businesses should work against corruption in all its forms, including extortion and bribery."*

#### Financial conflicts

It is the responsibility of Providers to disclose to the NUSA board chair or co-chair any potentially conflicting interests that might arise through any Provider's

- ownership of stock, holding of debt, or any other proprietary interests in third party dealings;
- holding office, serving on the board, or being otherwise employed (or formerly employed) with any third party with which the NUSA does business; and/or
- receiving payment for services with any third party with which the NUSA does business.

#### Communications and networking activities

Considering that the business models of many Providers are built upon relationships, networking, and communications—as is that of the NUSA—special care must be taken by Providers to understand what is considered appropriate behavior while working with the NUSA.

The following lists detail for purposes of illustration and not limitation what are considered acceptable and unacceptable activities.

*Provider will not:*

- Send any correspondence unrelated to UNGC business to the UNGC mailing list.
- Use the UNGC mailing list to find contact information for Provider purposes.
- Offer Provider's services in a conversation with NUSA members or potential members that is intended to be for NUSA business.
- Say anything that would discredit the UNGC or NUSA in conversations with Provider's clients.
- Pursue an opportunity in Provider's own interest at the expense of that of the NUSA. For example, if one of Provider's services is to organize events for its own account, provider will not forego the opportunity to bring a highly valued speaker to a NUSA event in the interest of securing that same speaker for Provider's own event.

*Provider may:*

- Contact people who also happen to be UNGC NUSA members or potential members for Provider purposes.
- Ask the permission of the NUSA board chair or vice chair to offer Provider's services to someone with whom the Provider has spoken for NUSA purposes.
- Mention the nature of Provider's relationship with the NUSA on Provider's website, in marketing communications, and in conversations.

*Provider must:*

- When contacting company representatives for Provider's purposes with whom Provider has previously spoken for NUSA purposes, clarify with the representative the purpose of the conversation and the nature of Provider's relationship with the NUSA.

## **Use of NUSA resources**

Providers shall not use NUSA's supplies, equipment, time, name, goodwill, or any other resources for private purposes without seeking approval from the NUSA board chair or co-chair.

## **Gift-giving protocols**

As part of doing business with the NUSA, Providers may at certain points give or receive business courtesies, such as meals, travel, entertainment, or other gifts. Such business courtesies are an accepted part of doing business in some contexts, but they should be conducted within reasonable and appropriate limits.

The value of such business courtesies received from any given entity may not exceed \$100 fair market value, aggregated per calendar year.

Meals, events, and other forms of entertainment in which the primary purpose is to discuss business are considered business-related events, not gifts. In order to be considered a business-related event, a substantial opportunity for business interaction must be evident.

Providers may provide gifts to other entities on behalf of the NUSA, as long as the purpose of such gifts is related to the business objectives of the NUSA. Any time such gifts are expected to be over \$100 fair market value (aggregated in any single calendar year), approval should be sought from the NUSA board chair or co-chair.

### **Interpretation of this policy**

If Provider is aware of any potential conflicts between their personal interests and those of the NUSA, it is the responsibility of Provider to notify the NUSA board chair or co-chair of the facts of the situation as early as possible.

The activities detailed in this policy are not an exhaustive list of the ways in which conflicts might arise between the interests of Providers and the NUSA. Other types of conflicts might potentially exist, and it is the responsibility of Providers to notify the NUSA board chair or co-chair of any conflicts or potential conflicts that Providers identify.

The fact that one of the interests listed in this policy exists does not necessarily mean that it is a problem. Some potential conflicts of interest might exist, but not be material enough to be of practical importance, or, upon examination, may not be against the interests of the NUSA. It is the policy of the NUSA board, however, that all potential conflicts of interest should be identified and considered, and the board, its chair, or its co-chair itself shall determine the appropriate course of action.

Acknowledged: [PROVIDER]

By: \_\_\_\_\_

Title: \_\_\_\_\_