Volunteer Code of Conduct

As a SOCIETY IN CARE volunteer, I agree to abide by and conform to the following Volunteer Code of Conduct at all times:

- 1. I will abide by all rules, regulations and policies of SOCIETY IN CARE and ensure that my society's membership remains in good standing at all times. Furthermore, I will at all times obey all applicable national, state, province, and local laws and regulations.
- 2. I will conduct the business affairs of SOCIETY IN CARE in good faith and with honesty, integrity, and due diligence.
- 3. I will exercise proper authority and good judgment in dealings with SOCIETY IN CARE staff, suppliers, and the general public and will respond to the needs of SOCIETY IN CARE's members in a responsible, respectful, and professional manner.
- 4. I will not misuse SOCIETY IN CARE property or resources or allow any unauthorized person to have or use such property. I will at all times keep SOCIETY IN CARE's property secure.
- 5. I will use my best efforts to regularly participate in volunteer activities and perform assigned duties in a professional and timely manner.
- 6. I will not engage in or facilitate any discriminatory or harassing behavior directed toward SOCIETY IN CARE staff, members, volunteers, directors, meeting attendees, exhibitors, sponsors, suppliers, contractors, or others relating to SOCIETY IN CARE.
- 7. I will not have meetings or discussions in relation to volunteer team activities or team decisions without the knowledge or participation of the team staff liaison.
- 8. I will act at all times in the best interest of SOCIETY IN CARE and not for personal or third-party gain or financial enrichment. When encountering potential conflicts of interest, as required, I will remove myself from the matter.
- 9. Specifically, I will:

Avoid placing self-interest or third-party interest above that of SOCIETY IN CARE. Unintentional personal or third-party benefits must be merely incidental to the primary benefit of SOCIETY IN CARE.

I will not abuse my volunteer position by improperly using SOCIETY IN CARE's staff, services, equipment, resources, or property for personal or third-party gain or pleasure. I will not represent to third parties that my authority as a volunteer extends any further than it actually does. Goods, services, or benefits should not be provided or promised on behalf of SOCIETY IN CARE.

I will not accept gifts, gratuities, personal property, or any other item of value from any person or entity as an incentive to provide special treatment in matters pertaining to SOCIETY IN CARE without fully disclosing such items to the Board of Directors.

I will not provide or promise goods or services to SOCIETY IN CARE as a paid vendor, unless full disclosure has been provided in advance and approved by the Board of Directors. *See Members as Vendors Policy

In addition to the foregoing Code of Conduct, I agree to the following:

- 1. As a SOCIETY IN CARE volunteer, I may have access to SOCIETY IN CARE content. I acknowledge and agree that all SOCIETY IN CARE content (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of SOCIETY IN CARE. Nothing herein shall be construed to grant any license to or grant any rights to me or anyone acting through me to publish, license, or in any manner use SOCIETY IN CARE content. I shall, at all times, use my best efforts to prevent the unauthorized publication, license, or use of SOCIETY IN CARE content by any persons not authorized by SOCIETY IN CARE.
- 2. As a SOCIETY IN CARE volunteer, SOCIETY IN CARE or its staff or other volunteers (each, a "DISCLOSING PARTY") may disclose to me, information SOCIETY IN CARE may consider proprietary and confidential which (a) relates to SOCIETY IN CARE's past, present or future research, development, business activities, products, services, or technical knowledge and (b) has been identified as confidential or would be understood to be confidential by a reasonable person ("CONFIDENTIAL INFORMATION").
- a. CONFIDENTIAL INFORMATION of SOCIETY IN CARE may be used by me only in connection with my SOCIETY IN CARE volunteer activities.
- b. I agree to protect the confidentiality of SOCIETY IN CARE's CONFIDENTIAL INFORMATION with the same degree of care that I use to protect the confidentiality of my own (or my society's) confidential information of similar kind, but in no event shall I use less than reasonable care.
- c. CONFIDENTIAL INFORMATION shall at all times remain, as between the SOCIETY IN CARE and me, the property of SOCIETY IN CARE. Except to the extent otherwise agreed by SOCIETY IN CARE, no express or implied license or right to or under any patents, trade secrets, copyrights, trademarks or other rights is granted hereunder or any disclosure of CONFIDENTIAL INFORMATION hereunder.
- d. All CONFIDENTIAL INFORMATION made available hereunder, including copies thereof, shall be returned to SOCIETY IN CARE upon SOCIETY IN CARE's request.
- e. Nothing in this Code shall prohibit or limit my use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (i) previously known to me, prior to its receipt from a DISCLOSING PARTY, (ii) independently developed by me without use of the CONFIDENTIAL INFORMATION, (iii) acquired by it from a third party which was not under an obligation to SOCIETY IN CARE not to disclose such information, or (iv) which is or becomes publicly available through no breach of this Code by me.
- f. In the event I receive a subpoena or other validly issued administrative or judicial process requesting SOCIETY IN CARE's CONFIDENTIAL INFORMATION, I shall promptly notify SOCIETY IN CARE and tender to it the defense of such demand. Unless the demand shall have been timely limited, quashed or extended, I shall thereafter be entitled to comply with such demand to the extent required or permitted by law or a court or other body of competent jurisdiction over the matter in question. If requested by SOCIETY IN CARE, I shall reasonably cooperate (at SOCIETY IN CARE's expense) in the defense of a demand.
- g. Nothing in this Code shall prohibit or restrict SOCIETY IN CARE's or my right to develop, use, or market products or services similar to or competitive with those of the other

party disclosed in the CONFIDENTIAL INFORMATION as long as it shall not thereby breach this Code. I acknowledge that SOCIETY IN CARE or other volunteers or staff may already possess or have developed products or services similar to or competitive with those of SOCIETY IN CARE disclosed in the CONFIDENTIAL INFORMATION.

- 3. In my capacity as a SOCIETY IN CARE volunteer, I may assist SOCIETY IN CARE staff members and others, including third-party contractors, in the development, modification, and refinement of instructional texts and related material for SOCIETY IN CARE's educational courses (individually and collectively known as the "INTELLECTUAL PROPERTY"). I hereby grant, convey, assign, and set over unto SOCIETY IN CARE, its successors and assigns, exclusively and irrevocably, all of my right, title, and interest in and to the copyrights in all of my contributions, past, present, and future, to the INTELLECTUAL PROPERTY (the "CONTRIBUTIONS"), including without limitation, copyrights and renewals and/ or extensions thereof, for all territories of the world in perpetuity. Good and valuable consideration has been provided to me for the assignment of these rights. I also waive any and all moral rights, and rights of attribution and integrity, with respect to SOCIETY IN CARE's use of the CONTRIBUTIONS. Nothing herein shall be deemed to assign to SOCIETY IN CARE rights in any idea, procedure, process, system, method of operation, concept, principle, discovery or other matter as to which copyright protection does not extend.
- 4. I hereby represent and warrant to SOCIETY IN CARE that the CONTRIBUTIONS are my own original work; that I am the sole owner of the CONTRIBUTIONS and all of the rights granted herein; that I have the full right and power to make this assignment; that the CONTRIBUTIONS do not violate any copyright, proprietary or personal rights of others; that the CONTRIBUTIONS are factually accurate and contain no matter which is libelous, slanderous, or otherwise unlawful; that I have not previously disposed of any of the rights granted herein to SOCIETY IN CARE nor previously granted any rights adverse thereto or inconsistent therewith; and that there are no rights outstanding which would diminish, encumber or impair the full enjoyment or exercise of the rights herein granted to SOCIETY IN CARE.
- 5. I may not assign my rights or delegate my duties or obligations under this Volunteer Code of Conduct and Agreement ("Code") without SOCIETY IN CARE's prior written consent. Any attempt to assign or delegate my rights, duties or obligations in violation of this Code is void. This Code may not be modified or amended except by the mutual written agreement of SOCIETY IN CARE and me. No waiver of any provision of this Code shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.
- 6. This Code is the complete and exclusive statement of my agreement with SOCIETY IN CARE relating to the subject matter of this Code. This agreement supersedes all requests for proposals, proposals or other prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof.
- 7. If any term or provision of this Code is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Code, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.
- 8. This Code shall be governed by and construed in accordance with the laws of Indiana, without giving effect to conflict of law rules.