



PROPIONIC ACIDEMIA FOUNDATION CONFIDENTIALITY AGREEMENT

NAME: _____

This Agreement is made as of the ___ day of _____, 20___, by and between _____ (herein after referred to as "volunteer") Propionic Acidemia Foundation (hereinafter referred to as "PAF"), whose principal place of business is 1963 McCraren Highland Park, IL 60035.

WHEREAS, Volunteer is a volunteer of PAF; and

WHEREAS, Volunteer and PAF are collecting information for the mutual objective of populating the PAF database and disseminating information from PAF families to appropriate PAF employees and/or volunteers for the purpose of serving the needs of affected families; and

WHEREAS, PAF and PAF members have disclosed, and intend to disclose, to volunteer certain information which PAF regards as confidential;

NOW, THEREFORE, PAF and Volunteer, intending to be legally bound, hereby agree as follows:

1. "PAF Information" shall mean business, financial, patent, and scientific information; personal family information; and technology; including, without limitation, business concepts, business models, collaborators, prospects, financial projections and other information disclosed by PAF in written, oral or electronic form.
2. Volunteer will keep PAF Information confidential, will not disclose or otherwise make available the same or any part thereof to any person, firm, corporation or other entity and will not use the same for any purpose not directly related to the discussions described above.
3. Upon written request, Volunteer agrees to promptly return or destroy all documents, exhibits, summaries and reports which contain PAF Information, except that one copy may be retained by Volunteer for its legal records.
4. The confidentiality and non-use obligations of this Agreement will not apply to PAF Information which Volunteer is able to demonstrate:
 - i. was in his/her possession prior to receipt from PAF;
 - ii. was in the public domain at the time of receipt from PAF;
 - iii. became part of the public domain through no fault of Volunteer or
 - iv. was lawfully received by Volunteer from a third party having a right to disclose it to Volunteer free of confidentiality and non-use obligations.
5. Nothing contained in this Agreement shall be construed, by implication or otherwise, as an obligation to enter into any further agreement relating to PAF Information or as a grant of a license to the recipient to use PAF Information other than for the discussions described herein. Volunteer and PAF represent and warrant to each other that entering into or continuing any discussions or negotiations with the other and disclosing information to the

other pursuant to this Agreement does not and will not violate any agreement (whether express, implied or by operation of law) with any other persons.

6. The above constitutes the full and complete Agreement regarding the discussions and disclosures of PAF Information by and between Volunteer and PAF. The Agreement shall be construed and enforced in accordance with laws of Illinois without regard to its conflicts of laws principles.

IN WITNESS WHEREOF, Volunteer and PAF have duly executed this Agreement as of the date set forth first above:

By: _____
NAME, Volunteer

Date

Propionic Acidemia Foundation

By: _____
Jill Franks, President

Date

**PROPIONIC ACIDEMIA FOUNDATION
CONFLICT OF INTEREST POLICY
SECTION 1. PURPOSE:**

The Propionic Acidemia Foundation (PAF) is a nonprofit, tax-exempt organization. Maintenance of its tax-exempt status is important both for its continued financial stability and for public support. Therefore, the IRS as well as state regulatory and tax officials view the operations of PAF as a public trust, which is subject to scrutiny by and accountable to such governmental authorities as well as to members of the public.

Consequently, there exists between PAF and its board, officers, and management employees and the public a fiduciary duty, which carries with it a broad and unbending duty of loyalty and fidelity. The board, officers, and management employees have the responsibility of administering the affairs of PAF honestly and prudently, and of exercising their best care, skill, and judgment for the sole benefit of PAF.

Those persons shall exercise the utmost good faith in all transactions involved in their duties, and they shall not use their positions with PAF or knowledge gained therefrom for their personal benefit. The interests of the organization must be the first priority in all decisions and actions.

SECTION 2. PERSONS CONCERNED:

This statement is directed not only to directors and officers, but to all employees who can influence the actions of PAF. For example, this would include all who make purchasing decisions, all persons who might be described as "management personnel," and anyone who has proprietary information concerning PAF.

SECTION 3. AREAS IN WHICH CONFLICT MAY ARISE:

Conflicts of interest may arise in the relations of directors, officers, and management employees with any of the following third parties:

1. Persons and firms supplying goods and services to PAF.
2. Persons and firms from whom PAF leases property and equipment.
3. Persons and firms with whom PAF is dealing or planning to deal in connection with the gift, purchase or sale of real estate, securities, or other property.
4. Competing or affinity organizations.
5. Donors and others supporting PAF.
6. Agencies, organizations and associations which affect the operations of PAF.
7. Family members, friends, and other employees.

SECTION 4. NATURE OF CONFLICTING INTEREST:

A conflicting interest may be defined as an interest, direct or indirect, with any persons or firms mentioned in Section 3. Such an interest might arise through:

1. Owning stock or holding debt or other proprietary interests in any third party dealing with PAF.
2. Holding office, serving on the board, participating in management, or being otherwise employed (or formerly employed) with any third party dealing with PAF.
3. Receiving remuneration for services with respect to individual transactions involving PAF.
4. Using PAF's time, personnel, equipment, supplies, or good will for other than PAF-approved activities, programs, and purposes.

5. Receiving personal gifts or loans from third parties dealing or competing with PAF. Receipt of any gift is disapproved except gifts of a value less than \$50, which could not be refused without discourtesy. No personal gift of money should ever be accepted.

SECTION 5. INTERPRETATION OF THIS STATEMENT OF POLICY:

The areas of conflicting interest listed in Section 3, and the relations in those areas which may give rise to conflict, as listed in Section 4, are not exhaustive. Conflicts might arise in other areas or through other relations. It is assumed that the directors, officers, and management employees will recognize such areas and relation by analogy.

The fact that one of the interests described in Section 4 exists does not necessarily mean that a conflict exists, or that the conflict, if it exists, is material enough to be of practical importance, or if material, that upon full disclosure of all relevant facts and circumstances it is necessarily adverse to the interests of PAF.

However, it is the policy of the board that the existence of any of the interests described in Section 4 shall be disclosed before any transaction is consummated. It shall be the continuing responsibility of the board, officers, and management employees to scrutinize their transactions and outside business interests and relationships for potential conflicts and to immediately make such disclosures.

SECTION 6. DISCLOSURE POLICY AND PROCEDURE:

Transactions with parties with whom a conflicting interest exists may be undertaken only if all of the following are observed:

1. The conflicting interest is fully disclosed;
2. The person with the conflict of interest is excluded from the consideration of the approval of such transaction;
3. A competitive bid or comparable valuation exists; and
4. The [board or a duly constituted committee thereof] has determined that the transaction is in the best interest of the organization.

Disclosure in the organization should be made to the chief executive officer (or if she or he is the one with the conflict, then to the board chair), who shall bring the matter to the attention of the [board or a duly constituted committee thereof]. Disclosure involving directors should be made to the board chair, (or if she or he is the one with the conflict, then to the board vice-chair) who shall bring these matters to the [board or a duly constituted committee thereof]. The [board or a duly constituted committee thereof] shall determine whether a conflict exists and in the case of an existing conflict, whether the contemplated transaction may be authorized as just, fair, and reasonable to PAF. The decision of the [board or a duly constituted committee thereof] on these matters will rest in their sole discretion, and their concern must be the welfare of PAF and the advancement of its purpose.

**PROPIONIC ACIDEMIA FOUNDATION
CONFLICT OF INTEREST DISCLOSURE STATEMENT**

Preliminary note: In order to be more comprehensive, this statement of disclosure/questionnaire also requires you to provide information with respect to certain parties that are related to you.

These persons are termed “affiliated persons” and include the following:

- a. your spouse, domestic partner, child, mother, father, brother or sister;
- b. any corporation or organization of which you are a board member, an officer, a partner, participate in management or are employed by, or are, directly or indirectly, a debt holder or the beneficial owner of any class of equity securities; and
- c. any trust or other estate in which you have a substantial beneficial interest or as to which you serve as a trustee or in a similar capacity.

1. NAME OF EMPLOYEE OR BOARD MEMBER: (Please print)

2. CAPACITY:

_____ board of directors
_____ executive committee
_____ officer
_____ committee member
_____ staff (position): _____

3. Have you or any of your affiliated persons provided services or property to PAF in the past year?
_____ YES _____ NO

If yes, please describe the nature of the services or property and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

4. Have you or any of your affiliated persons purchased services or property from PAF in the past year?
_____ YES _____ NO

If yes, please describe the purchased services or property and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

5. Please indicate whether you or any of your affiliated persons had any direct or indirect interest in any business transaction(s) in the past year to which PAF was or is a party?
_____ YES _____ NO

If yes, describe the transaction(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person

:

6. Were you or any of your affiliated persons indebted to pay money to PAF at any time in the past year (other than travel advances or the like)?

____ YES ____ NO

If yes, please describe the indebtedness and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

7. In the past year, did you or any of your affiliated persons receive, or become entitled to receive, directly or indirectly, any personal benefits from PAF or as a result of your relationship with PAF, that in the aggregate could be valued in excess of \$1,000, that were not or will not be compensation directly related to your duties to PAF?

____ YES ____ NO

If yes, please describe the benefit(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

8. Are you or any of your affiliated persons a party to or have an interest in any pending legal proceedings involving PAF?

____ YES ____ NO

If yes, please describe the proceeding(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

9. Are you aware of any other events, transactions, arrangements or other situations that have occurred or may occur in the future that you believe should be examined by PAF's [board or a duly constituted committee thereof] in accordance with the terms and intent of PAF's conflict of interest policy?

____ YES ____ NO

If yes, please describe the situation(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

I HEREBY CONFIRM that I have read and understand PAF's conflict of interest policy and that my responses to the above questions are complete and correct to the best of my information and belief. I agree that if I become aware of any information that might indicate that this disclosure is inaccurate or that I have not complied with this policy, I will notify [designated officer or director] immediately.

Signature

Date

PROPIONIC ACIDEMIA FOUNDATION GIFT POLICY AND DISCLOSURE FORM

As part of its conflict of interest policy, PAF requires that directors, officers and employees decline to accept certain gifts, consideration or remuneration from individuals or companies that seek to do business with PAF or are a competitor of it. This policy and disclosure form is intended to implement that prohibition on gifts.

Section 1. “Responsible Person” is any person serving as an officer, employee or a member of the board of directors of PAF.

Section 2. “Family Member” is a spouse, domestic partner, parent, child or spouse of a child, or a brother, sister, or spouse of a brother or sister, of a Responsible Person.

Section 3. “Contract or Transaction” is any agreement or relationship involving the sale or purchase of goods, services or rights of any kind, receipt of a loan or grant, or the establishment of any other pecuniary relationship. The making of a gift to PAF is not a “contract” or “transaction.”

Section 4. Prohibited gifts, gratuities and entertainment. Except as approved by the Chairman of the Board or his designee or for gifts of a value less than \$50 which could not be refused without discourtesy, no Responsible Person or Family Member shall accept gifts, entertainment or other favors from any person or entity which:

1. Does or seeks to do business with PAF or,
2. Does or seeks to compete with PAF or,
3. Has received, is receiving, or is seeking to receive a Contract or Transaction with PAF.

GIFT STATEMENT

I certify that I have read the above policy concerning gifts, and I agree that I will not accept gifts, entertainment or other favors from any individual or entity, which would be prohibited by the above policy. Following my initial statement, I agree to provide a signed statement at the end of each calendar year certifying that I have not received any such gifts, entertainment or other favors during the preceding year.

Signature

Date