

Conflict of Interest and Statement of Ethical Foundations

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And we develop automated systems to improve our ability to detect and remove abusive and dangerous activity that may harm our community and the integrity of our Products. Research ways to make our services better: We engage in research to develop, test, and improve our Products. This includes analyzing the data we have about our users and understanding how people use our Products, for example by conducting surveys and testing and troubleshooting new features. Our [Data Policy](#) explains how we use data to support this research for the purposes of developing and improving our services. Provide consistent and seamless experiences across the Meta Company Products: Our Products help you find and connect with people, groups, businesses, organizations, and others that are important to you. We design our systems so that your experience is consistent and seamless across the different [Meta Company Products](#) that you use. For example, we use data about the people you engage with on Facebook to make it easier for you to connect with them on Instagram or Messenger, and we enable you to communicate with a business you follow on Facebook through Messenger. Enable global access to our services: To operate our global service, we need to store and distribute content and data in our data centers and systems around the world, including outside your country of residence. This infrastructure may be operated or controlled by Meta Platforms, Inc., Meta Platforms Ireland Limited, or its affiliates.

2. How our services are funded Instead of paying to use Facebook and the other products and services we offer, by using the Facebook Products covered by these Terms, you agree that we can show you ads that businesses and organizations pay us to promote on and off the [Facebook Company Products](#). We use your personal data, such as information about your activity and interests, to show you ads that are more relevant to you. Protecting people's privacy is central to how we've designed our ad system. This means that we can show you relevant and useful ads without telling advertisers who you are. We don't sell your personal data. We allow advertisers to tell us things like their business goal, and the kind of audience they want to see their ads (for example, people between the age of 18-35 who like cycling). We then show their ad to people who might be interested. We also provide advertisers with reports about the performance of their ads to help them understand how people are interacting with their content on and off Facebook. For example, we provide general demographic and interest information to advertisers (for example, that an ad was seen by a woman between the ages of 25 and 34 who lives in Madrid and likes software engineering) to help them better understand their audience. We don't share information that directly identifies you (information such as your name or email address that by itself can be used to contact you or identifies who you are) unless you give us specific permission. Learn more about how Facebook ads work [here](#).

We collect and use your personal data in order to provide the services described above to you. You can learn about how we collect and use your data in our [Data Policy](#). You have controls over the types of ads and advertisers you see, and the types of information we use to determine which ads we show you. [Learn more](#).

3. Your commitments to Facebook and our community We provide these services to you and others to help advance our mission. In exchange, we need you to make the following commitments: 1. Who can use Facebook When people stand behind their opinions and actions, our community is safer and more accountable. For this reason, you must: Use the same name that you use in everyday life. Provide accurate information about yourself. Create only one account (your own) and use your timeline for personal purposes. Not share your password, give access to your Facebook account to others, or transfer your account to anyone else (without our permission). We try to make Facebook broadly available to everyone, but you cannot use Facebook if: You are under 13 years old. You are a convicted sex offender. We've previously disabled your account for violations of our Terms or Policies. You are prohibited from receiving our products, services, or software under applicable laws. 2. What you can share and do on Meta Products We want people to use Meta Products to express themselves and to share content that is important to them, but not at the expense of the safety and well-being of others or the integrity of our community. You therefore agree not to engage in the conduct described below (or to facilitate or support others in doing so): You may not use our Products to do or share anything:

That violates these Terms, our [Community Standards](#), and [other terms and policies](#) that apply to your use of our Products.

That is unlawful, misleading, discriminatory or fraudulent.

That infringes or violates someone else's rights, including their intellectual property rights.

You may not upload viruses or malicious code or do anything that could disable, overburden, or impair the proper working or appearance of our Products. You may not access or collect data from our Products using automated means (without our prior permission) or attempt to access data you do not have permission to access. We can remove or restrict access to content that is in violation of these provisions. If we remove content that you have shared in violation of our Community Standards, we'll let you know and explain any options you have to request another review, unless you seriously or repeatedly violate these Terms or if doing so may expose us or others to legal liability; harm our community of users; compromise or interfere with the integrity or operation of any of our services, systems or Products; where we are restricted due to technical limitations; or where we are prohibited from doing so for legal reasons. To help support our community, we encourage you to [report](#) content or conduct that you believe violates your rights (including [intellectual property rights](#)) or our terms and policies. We also can remove or restrict access to your content, services or information if we determine that doing so is reasonably necessary to avoid or mitigate adverse legal or regulatory impacts to Meta.

3. The permissions you give us We need certain permissions from you to provide our services:

Permission to use content you create and share: Some content that you share or upload, such as photos or videos, may be protected by intellectual property laws. You own the intellectual property rights (things like copyright or trademarks) in any such content that you create and share on Facebook and other [Meta Company Products](#) you use. Nothing in these Terms takes away the rights you have to your own content. You are free to share your content with anyone else, wherever you want. However, to provide our services we need you to give us some legal permissions (known as a 'license') to use this content. This is solely for the purposes of providing and improving our Products and services as described in Section 1 above. Specifically, when you share, post, or upload content that is covered by intellectual property rights on or in connection with our Products, you grant us a non-exclusive, transferable, sub-licensable, royalty-free, and worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your content (consistent with your [privacy](#) and [application](#) settings). This means, for example, that if you share a photo on Facebook, you give us permission to store, copy, and share it with others (again, consistent with your settings) such as service providers that support our service or other Meta Products you use. This license will end when your content is deleted from our systems. You can delete content individually or all at once by deleting your account. [Learn more](#) about how to delete your account. You can [download a copy](#) of your data at any time before deleting your account. When you delete content, it's no longer visible to other users, however it may continue to exist elsewhere on our systems where:

immediate deletion is not possible due to technical limitations (in which case, your content will be deleted within a maximum of 90 days from when you delete it);

your content has been used by others in accordance with this license and they have not deleted it (in which case this license will continue to apply until that content is deleted); or

where immediate deletion would restrict our ability to investigate or identify illegal activity or violations of our terms and policies (for example, to identify or investigate misuse of our Products or systems);

comply with a legal obligation, such as the preservation of evidence; or

comply with a request of a judicial or administrative authority, law enforcement or a government agency;

in which case, the content will be retained for no longer than is necessary for the purposes for which it has been retained (the exact duration will vary on a case-by-case basis). In each of the above cases, this license will continue until the content has been fully deleted. **Permission to use your name, profile picture, and information about your actions with ads and sponsored content:** You give us permission to use your name and profile picture and information about actions you have taken on Facebook next to or in connection with ads, offers, and other sponsored content that we display across our Products, without any compensation to you. For example, we may show your friends that you are interested in an advertised event or have liked a Facebook Page created by a brand that has paid us to display its ads on Facebook. Ads like this can be seen only by people who have your permission to see the actions you've taken on Meta Products. You can [learn more](#) about your ad settings and preferences. Permission to update software you use or download: If you



Conflict of Interest Policy

THIS DECLARATION applies, to the best of my knowledge, to all members of my immediate family (spouse, children, parents) and its provisions shall protect any organization affiliated with or subsidiary to the Inter-American Division of Seventh-day Adventists. In the event facts change in the future that may create a potential conflict of interest, I agree to notify the Inter-American Division of Seventh-day Adventists in writing.

1. I have read the Statement of Ethical Foundations and the policy on Conflict of Interest and/or Commitment (<http://lfapp.interamerica.org/Forms/048-English>).
2. I am in compliance with the Inter-American Division of Seventh-day Adventists' policy on Conflict of Interest and/or Commitment as printed above.
3. Except as disclosed below:
 - Neither I nor my family have a financial interest or business relationship which competes with or conflicts with the interests of the Inter-American Division of Seventh-day Adventists.
 - Neither I nor my family have a financial interest in nor am or have been an employee, officer, director, or trustee of, nor receive/have received financial benefits either directly or indirectly from any enterprise (excluding less than five percent (5%) ownership in any entity with publicly traded securities) which is or has been doing business with or is a competitor of the Inter-American Division of Seventh-day Adventists.
 - Neither I nor my family receive/received any payments or gifts (other than of token value) from other denominational entities, suppliers, or agencies doing business with the Inter-American Division.
 - Neither I nor my family serve/have served as an officer, director, trustee, or agent of any organization affiliated with or subsidiary to the Inter-American Division in any decision-making process involving financial or legal interests adverse to the Inter-American Division.

Acknowledgment of Conflicts:

No, I do not have any conflicts. Yes, I do have conflicts.

Employee Information

First Name	<input type="text"/>
Last Name	<input type="text"/>
Email	<input type="text"/>
Category	<input type="text" value="v"/>
Employer Organization	<input type="text" value="v"/>

Signature:

Sign:

Date:



Fiduciary Duties

- Act in the Best Interests of Organization
- Subordinate personal interests to those of the Organization
- Be loyal to organization
- Act honestly and in good faith
- Avoid conflict of interest



The duty of loyalty:

What does
it mean?

A Board member's or employee's faithfulness to the organization and its mission



What to
look for:

- Position not used for personal advantage
- Conflict of interest awareness and disclosures
- Undivided allegiance when making decisions
- Maintaining confidentiality of privileged information



What Is Conflict of Interest?

Inter-American Division Working Policy O 48 05

*Conflict of Interest and/or Commitment Defined—**Conflict of interest** shall mean any circumstance under which an employee or volunteer by virtue of financial or other personal interest, present or potential, directly or indirectly, **may be influenced or appear to be influenced by any motive or desire for personal advantage, tangible or intangible, other than the success and well being of the denomination.***



Sitting on Multiple Boards O 48 05

- *Because of the common objectives embraced by the various organizational units and institutions of the Seventh-day Adventist Church, membership held concurrently on more than one denominational committee or board does not of itself constitute a conflict of interest provided that all the other requirements of the policy are met. However, an officer, trustee, or director serving on an organization's board is expected to act in the best interest of that organization and its role in denominational structure.*



Definition Continued

A **conflict of commitment** shall mean any situation, which interferes with an employee's ability to carry out his/her duties effectively. Elected, appointed, or salaried employees on full time assignment are compensated for full time employment; therefore, outside or dual employment or other activity, whether compensated or not, **that in any way interferes with the performance of an employee's duties and responsibilities is a conflict of commitment.**



Definition Continued

A conflict of commitment also exists in situations where an employee functions contrary to the values and ethical conduct outlined in the organization's statement of ethical foundations and conduct (see model

Statement of Ethical Foundations

recommended by the 1999 Annual Council as guidelines for divisions) or when an employee functions contrary to established codes of ethical conduct for employees in particular professions (e.g. legal, investments).



Who is Covered by the Policy?

- All Trustees
- Officers
- Executive Committee or Board Members
- All Employees
- Volunteers



O 48 20 #1 Statement of Acceptance

- *On an annual basis the employer shall provide employees with a copy of the Statement of Ethical Foundations, plus a copy of the Conflict of Interest and/or commitment policy and shall inform employees regarding the duty to disclose potential conflicts of interest and/or commitment.*



O 48 20 #2 Annual Submission of Form

- *The chief administrator, or designee, of the organization concerned shall receive annually a statement of acceptance and compliance with the policy on conflict of interest and/or commitment from each administrator, department director, member of the board/executive committee, and any other person authorized to handle resources of the organization.*



Definition Continued O 48 05

A conflict of commitment also exists in situations where an employee functions contrary to the values and ethical conduct outlined in the organization's statement of ethical foundations and conduct (see model

Statement of Ethical Foundations

recommended by the 1999 Annual Council as guidelines for divisions) or when an employee functions contrary to established codes of ethical conduct for employees in particular professions (e.g. legal, investments).



SEVENTH-DAY ADVENTISTS STATEMENT OF ETHICAL FOUNDATIONS



Our Values

- We value the ***Bible*** as the primary reference for life's direction and qualities.
- We value ***excellence*** in all that we do.
- We value ***ethical and moral conduct*** at all times and in all relationships.
- We value ***creativity and innovation*** in the completion of our mission.
- We value ***honesty, integrity, and courage*** as the foundation of all our actions
- We value the ***trust*** placed in us by colleagues and by the world Church membership.
- We value ***people*** as children of God and therefore brothers and sisters of one family.



Ethical Responsibilities as Employer and Corporate Citizen

- In pursuit of its mission, and while maintaining its responsibilities and adhering to its values, the Inter-American Division operates under the following ethical guidelines:
- ***Equal opportunity employment.*** Within the purview of laws permitting church membership as a condition of employment, and subject to denominational policies on positions requiring ministerial ordination, the Inter-American Division will follow procedures to ensure equal opportunity of employment, remuneration, and advancement on the basis of job qualifications and performance.
- ***Equity, fairness and non-discrimination.*** The Inter-American Division will treat all individuals and groups with loving justice. It will not practice or condone discrimination with regard to race, national origin, gender, age, marital status, veteran status, or disability that does not prohibit performance of essential job functions.
- ***Compliance with laws of the land.*** The Inter-American Division will carry on its activities in compliance with the laws of the land provided these are not in contradiction to God's expressed will.



- ***Loyalty and fulfillment of contractual obligations.*** The Inter-American Division will fulfill the commitments it has entered into through authorized channels. Where misunderstandings arise regarding such commitments, the Inter-American Division shall participate, with the parties concerned, in conflict resolution procedures within the organizations before seeking the help of the wider community.
- ***Atmosphere of safety and happiness.*** The Inter-American Division is committed to providing a work environment that offers physical safety and security. It also strives to encourage and promote genuine happiness through the realization that every employee is valuable and every task, no matter how routine or unnoticed, is a service to God. The Inter-American Division will continue to integrate worship, work, and celebration in a manner that acknowledges wholeness in life and relationships.
- ***Respect for human dignity and individuality.*** The Inter-American Division affirms and respects the uniqueness of every employee. It recognizes that a person's value surpasses the worth of his or her contribution to the organization. It believes that communal harmony and corporate objectives are enhanced rather than compromised by the broad mosaic of personalities, talents, skills, and viewpoints dedicated to the honor of Jesus Christ. The Inter-American Division shall strive for communication that is timely, truthful, open, candid, and kind.



Ethical Responsibilities As Employees

We Recognize that employment in the Seventh-day Adventist Church implies commitment to the organization's mission and concurrence with its responsibilities and values. We affirm that employer-employee relationship grows within a reciprocity of mutual regard. Our reasonable service as employees includes the following ethical responsibilities:

- ***Life consistent with church message and mission.*** While in the employ of the Inter-American Division we will live in a manner consistent with the beliefs and values of the Church. We will uphold, in word and conduct, the teachings and principles held and advanced by the Seventh-day Adventist Church.
- ***Respect for Church-owned assets.*** We will respect the property of our organization, including any intellectual property that is developed in the course of our employment. We will use the property, facilities, and resources solely for the benefit of our organization, unless otherwise permitted or when financial compensation for such use has been arranged.



- ***Respect for colleagues.*** We will respect and uplift our fellow employees. We will refrain from intentionally placing another in a position of embarrassment, disrespect, or harassment. We will avoid all behavior that may be construed as sexually inappropriate. We will honor the privacy and guard the safety of others.
- ***Efficiency and attention on the job.*** The hours of our employment shall be devoted to the work assignments entrusted to us. We will not use the employer's time for personal business or the advancement of personal interests unrelated to the work assigned by our supervisors. We will not deprive our employer by entering into other employment or activities which impair our performance for the Inter-American Division while on the job. We will aspire to greater efficiency and the reduction of waste in time, effort and resources.
- ***Personal integrity in financial matters.*** We will not engage in theft or embezzlement of any kind including the misuse of expense accounts, falsification of time reports, or the misapplication of resources for which we are responsible.



- ***Avoiding inappropriate influence.*** We acknowledge that the giving or receiving of business gifts can easily inject ulterior consideration in our work and employment relationships. Therefore the use of gifts, payments, or honoraria as incentives or rewards for a particular course of action is unacceptable. We will not offer gifts, favors, payments, or other forms of reward directly or indirectly in exchange for a specific gain or action.
- ***Maintaining an ethical environment in the workplace.*** We accept the obligation of maintaining ethical standards in our personal life and in the workplace. We believe it is our personal responsibility to report, through established confidential channels, any behavior that is inappropriate or which undermines the ethical environment in the office complex. We are prepared to be held accountable by our supervisors and peers for professional conduct representing the moral and ethical values of the Seventh-day Adventist Church.



Review Process for Conflicts of Interest

O 48 20 #3

- All statements of acceptance and compliance shall be reviewed annually through a process and reporting mechanism as determined by the board/executive committee of the organization.



Conflicts of interest—Four basic rules:

1. **Define** (Create/circulate the policy)
2. **Declare** (Submit annual declaration)
3. **Decide** (Determine when COI is present)
4. **Document** (Record how COI is handled)



Reporting Conflict of Interest

WP O 48 25

- 1. If **known, in advance** of any meeting, business transaction, or other activity at which the issue may be discussed or on which the issue may have a bearing on the person's approach to the issue, whether directly or indirectly; or*
- 2. If **not known in advance**, when the actual, possible, or potential conflict becomes apparent. Disclosure must be made to the person in charge of the meeting or activity and to the full meeting, or to the person's supervisor, as appropriate. The person should remove himself/herself from the room or situation to avoid participation in all discussion or deliberation on the issue, and voting. All such actions should be recorded in any minutes or records kept. Following full disclosure of the present or potential conflict, the board or equivalent group may decide that no conflict of interest exists and invite the participation of the person.*



What To Do When Conflicts Arise

- Avoid involvement
- If it can be overcome, disclose in writing the conflict
- If approved, continue
- Withdraw from decision-making process
 - No voting
 - No participation in consideration
 - No discussion
 - No presence



Think you have a conflict? Consider these questions...



Are my actions in alignment with my personal values and those of the organization I represent?

*Do my actions feel right?
Do they reflect a basic understanding of generally accepted standards of right and wrong?*

*Am I being honest about all facets of the situation?
Do the right people know what's going on?*

If you suspect a conflict, report it.



Regardless of whether it's real or perceived, a conflict is a conflict

- **As soon as you suspect a conflict exists:**
 - **Disclose** it. Transparency is key.
 - **Talk** with your supervisor before taking action if there's any risk of a conflict.
 - **Mitigate** the conflict by taking steps to ensure a fair and level playing field among multiple qualified vendors, e.g. competitive bids, Request for Proposals process, etc.
 - **Abstain** from decisions or other involvement where there is a risk of favoritism – real or perceived.



Conditions Constituting Conflict (O 48 15)

- Engaging in outside business or employment that encroaches on the denominational organization's call for the full services of its employees even though there may be no other conflict. Exactly what does that mean?
- Accepting or offering of any gratuity, favour, benefit, or gift of greater than nominal value or of any commission or payment of any sort in connection with work for the denominational organization other than the compensation agreed upon between the denominational organization and/or the employer and the employee.
- Using denominational personnel, property, equipment, supplies, or goodwill for other than approved activities, programs, and purposes.
- Expending unreasonable time, during normal business hours, for personal affairs or for other organizations, to the detriment of work performance for the denomination.
- Using one's connections within the organization to secure favours for one's family or relatives.



Accepting Gifts

- You may **not** accept a gift, favor or entertainment that would compromise your judgment
- You **may** accept gifts of nominal value given as a courtesy
- You **may** accept meals/entertainment of reasonable value in connection with work related discussions or a meal in the home of a member.
- You **may not** accept meals, gifts or entertainment that would be considered “lavish,” “extravagant” or “too frequent”
- You **may not** solicit gifts or favors
- **If you are offered or receive money or an inappropriate gift, do not accept, return and report it.**



Outside Activities

- Conflicts may arise if you engage in outside activities at the expense of the organization
- Consult with your superiors before taking on outside employment or directorships
- **Avoid situations that could discredit, embarrass or conflict with the organization's best interests**



Outside Activities (cont'd)



- If you speak out on public issues –
 - Do so only if you have been authorized
 - Avoid speaking in personal capacity they will not distinguish between your official and private capacity.
- Do not use the organization's name, influence, funds, materials, facilities or employees – or work time – for your outside activities without authorization
- Conflict may arise if you give a presentation, write an article, or book etc., on work-related activities – **especially if you accept compensation**
- Outside activities that take your time away from your paid functions



Family and Personal Relationships

- Business decisions must be fair and impartial, based on sound business practices, and **not influenced by family/personal concerns**
- **You should not hire/supervise family members**
- Family members or those with a close personal relationship must be **separated from your scope of influence or supervision**
- You must **disclose** family or personal relationships that may cause a conflict
- You must **not** have direct involvement in business decisions affecting members of your immediate family



Sanctions

- **O 48 35 Sanctions for Noncompliance**—Noncompliance includes failure to:

1. Comply with this policy;
2. Report accurately on the disclosure form;
3. Comply with decisions made by the employing authority or review committee as a result of reported potential or actual conflicts of interest and/or commitment. Noncompliance may result in disciplinary action, up to and including termination from employment. Termination from employment shall be processed in harmony with existing policies.



Where do we go wrong?

- Performing our duties inadequately due to involvement in external activities, running side businesses from office
- Book Deals
- Accepting gifts or fees or personal benefits for performing duties of our office
- Accepting gratuities or favors from individuals or entities that do business with Organization
- Associating our name or work with external activity in way that implies endorsement by Church
- Using our position to endorse or promote the businesses of our family members whether in person or on Social Media



Conflict of Interest

- It is not an accusation
- Does not imply judgment has been compromised
- Nothing inherently wrong with having conflicting interest, Issue is how it's handled
- Has organization granted any rights (extra compensation, works for hire, sermons, frequent flyer points)
- Is it a potential breach of an obligation to the Organization.
- Does it advance my interests in a way that is harmful to the integrity or mission of the Organization



Quiz Time



Do these situations
constitute a Conflict of
Interest and/or
Commitment?



1. Mary Christmas is the Conference Treasurer and fails to disclose that she is related to a job candidate whom the organization is considering for a position.

True or False



2. Bill Board is the Conference Executive Secretary and he needs to print the Conference Session Delegate Packet. It is too big a job for the office staff to do and not enough time. So, without obtaining any quotes, he gives the job to his cousin, Paige Turner, who owns a print shop.

True or False



3. Justin Case is a Departmental Director serving at the Conference, and he is writing his Ph.D. dissertation during his office hours and using his assistant to type the pages.

True or False



4. Rob Banks works in the Union Transportation office and arranges for the tickets of the traveling staff. He has accepted a gift of 300 USD from the travel agent who works on the tickets of the Union employees.

True or False



5. Pastor Chris P. Beacon is a member of the board of directors of Living Well Adventist Hospital. During a board meeting he hears that the hospital plans to replace its old wooden furniture with brand new ones. He immediately contacts his cousin, Tim Burr, who is a carpenter, and gives him some info about the project and asks him to send his quotation immediately so that he secures the job.

True or False



6. Sam Moussa is a full time French-English translator for a Conference. After his office hours, at home, he does some private French-English translations for some companies downtown, and everyday he works until very late at night.

True or False



The greatest want of the world is the want of men—men who will not be bought or sold, men who in their inmost souls are true and honest, men who do not fear to call sin by its right name, men whose conscience is as true to duty as the needle to the pole, men who will stand for the right though the heavens fall.

Education p. 57



The greatest want of the world is the want of men **and women**-- men **and women** who will not be bought or sold, **who will not accept or give a bribe**, men **and women** who in their inmost souls are true and honest, men **and women who will not lie, steal or cheat**, men **and women** who do not fear to call sin by its right name, men **and women** whose conscience is as true to duty as the needle to the pole, **men and women who are accountable**, men **and women** who will stand for the right though the heavens fall.

Education p. 57 (emphasis supplied)



*But such a character is not the result of accident;....it is the result of self-discipline-
the surrender of self for the service of love
to God and man.*

Education p. 58





Questions/Observations

