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# **Chapter 6**

## **Conflicts of Interest, Code of Ethics and Policy Statements**

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## 6:1 Conflict of Interest Policy

It is in the best interest of the National Association for Search and Rescue (NASAR) to be aware of and properly manage all conflicts of interest and appearances of a conflict of interest. This conflict of interest policy is designed to help directors, officers, employees and volunteers of the NASAR identify situations that present potential conflicts of interest and to provide NASAR with a procedure to appropriately manage conflicts in accordance with legal requirements and the goals of accountability and transparency in NASAR's operations.

- **Conflict of Interest Defined.** In this policy, a person with a conflict of interest is referred to as an "interested person." For purposes of this policy, the following circumstances shall be deemed to create a Conflict of Interest:
  - a. A director, officer, employee or volunteer, including a board member (or family member of any of the foregoing) is a party to a contract, or involved in a transaction with NASAR for goods or services.
  - b. A director, officer, employee or volunteer, (or a family member of any of the foregoing) has a material financial interest in a transaction between NASAR and an entity in which the director, officer, employee or volunteer, or a family member of the foregoing, is a director, officer, agent, partner, associate, employee, trustee, personal representative, receiver, guardian, custodian, or other legal representative.
  - c. A director, officer, employee or volunteer, (or a family member of the foregoing) is engaged in some capacity or has a material financial interest in a business or enterprise that competes with NASAR.

Gifts, Gratuities and Entertainment. Accepting gifts, entertainment or other favors from individuals or entities can also result in a conflict or duality of interest when the party providing the gift/entertainment/favor does so under circumstances where it might be inferred that such action was intended to influence or possibly would influence the interested person in the performance of his or her duties. This does not preclude the acceptance of items of nominal or insignificant value or entertainment of nominal or insignificant value which are not related to any particular transaction or activity of NASAR.

- **Definitions**
  - a. A "Conflict of Interest" is any circumstance described in Part 1 of this Policy.
  - b. An "Interested Person" is any person serving as an officer, employee or member of the Board of Directors of NASAR or a major donor to NASAR or anyone else who is in a position of control over NASAR who has a personal interest that is in conflict with the interests of NASAR.
  - c. A "Family Member" is a spouse, parent, child or spouse of a child, brother, sister, or spouse of a brother or sister, of an interested person.
  - d. A "Material Financial Interest" in an entity is a financial interest of any kind, which, in view of all the circumstances, is substantial enough that it would, or reasonably could, affect an Interested Person's or Family Member's judgment with respect to transactions to which the entity is a party.

- e. A "Contract or Transaction" is any agreement or relationship involving the sale or purchase of goods or services, the providing or receipt of a loan or grant, the establishment of any other type of financial relationship, or the exercise of control over another organization. The making of a gift to NASAR is not a Contract or Transaction.
- **Procedures.**
    - a. Prior to Board or Committee action on a Contract or Transaction involving a Conflict of Interest, a Director or Committee Member having a Conflict of Interest and who is in attendance at the meeting shall disclose all facts material to the Conflict of Interest. Such disclosure shall be reflected in the minutes of the meeting. If board members are aware that staff or other volunteers have a conflict of interest, relevant facts should be disclosed by the Board Member or by the interested person him/herself if invited to the board meeting as a guest for purposes of disclosure.
    - b. A Director or Committee member who plans not to attend a meeting at which he or she has reason to believe that the Board or Committee will act on a matter in which the person has a Conflict of Interest shall disclose to the Chair of the meeting all facts material to the Conflict of Interest. The Chair shall report the disclosure at the meeting and the disclosure shall be reflected in the minutes of the meeting.
    - c. A person who has a Conflict of Interest shall not participate in or be permitted to hear the Board's or Committee's discussion of the matter except to disclose material facts and to respond to questions. Such person shall not attempt to exert his or her personal influence with respect to the matter, either at or outside the meeting.
    - d. A person who has a Conflict of Interest with respect to a Contract or Transaction that will be voted on at a meeting shall not be counted in determining the presence of a quorum for purposes of the vote. The person having a conflict of interest may not vote on the Contract or Transaction and shall not be present in the meeting room when the vote is taken, unless the vote is by secret ballot. Such person's ineligibility to vote shall be reflected in the minutes of the meeting. For purposes of this paragraph, a member of the Board of Directors of NASAR has a Conflict of Interest when he or she stands for election as an officer or for re-election as a member of the Board of Directors.
    - e. Interested Persons who are not members of the Board of Directors of NASAR, or who have a Conflict of Interest with respect to a Contract or Transaction that is not the subject of Board or committee action, shall disclose to their supervisor, or the Chair or the Chair's designee any Conflict of Interest that such Interested Person has with respect to a Contract or Transaction. Such disclosure shall be made as soon as the Conflict of Interest is known to the Interested Person. The Interested Person shall refrain from any action that may affect NASAR's participation in such Contract or Transaction.

In the event it is not entirely clear that a Conflict of Interest exists, the individual with the potential conflict shall disclose the circumstances to his or her supervisor or the Chair or the Chair's designee, who shall determine whether full board discussion is warranted or whether there exists a Conflict of Interest that is subject to this policy.

- **Confidentiality.** Each director, officer, employee and volunteer shall exercise care not to disclose confidential information acquired in connection with disclosures of conflicts of

interest or potential conflicts, which might be adverse to the interests of NASAR. Furthermore, directors, officers, employees and volunteers shall not disclose or use information relating to the business of NASAR for their personal profit or advantage or the personal profit or advantage of their Family Member(s).

- **Review of policy.**

- a. Each director, officer, employee and volunteer shall be provided with and asked to review a copy of this Policy and to acknowledge in writing that he or she has done so.
- b. Annually each director, officer, employee and volunteer shall complete a disclosure form identifying any relationships, positions or circumstances in which s/he is involved that he or she believes could contribute to a Conflict of Interest. Such relationships, positions or circumstances might include service as a Director of or consultant to another nonprofit organization, or ownership of a business that might provide goods or services to NASAR. Any such information regarding the business interests of a director, officer, employee or volunteer, or a Family Member thereof, shall be treated as confidential and shall generally be made available only to the Chair, the Executive Director, and any committee appointed to address Conflicts of Interest, except to the extent additional disclosure is necessary in connection with the implementation of this Policy.
- c. This policy shall be reviewed annually by each member of the Board of Directors. Any changes to the policy shall be communicated to all staff and volunteers

**Basic Conflict of Interest Disclosure Form**

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Position (employee/volunteer/trustee): \_\_\_\_\_

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest between [Name of Nonprofit] and your personal interests, financial or otherwise:

\_\_\_\_\_ I have no conflict of interest to report

\_\_\_\_\_ I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own):

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

I hereby certify that the information set forth above is true and complete to the best of my knowledge. I have reviewed, and agree to abide by, the Policy of Conflict of Interest of [Name of Nonprofit].

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **6:2 Ethics Policy**

Date of Issue: December 2, 2004

The following is the NASAR Ethics policy and all Board of Directors, Committee Members, Instructors, Evaluators, Lead Evaluators, and Staff are expected to adhere to this policy.

### **CODE OF ETHICS**

As a member of the National Association for Search and Rescue, I acknowledge and commit to honor to the best of my ability the following values:

**THAT** I have a moral obligation to the missing or injured and to the agencies, volunteer organizations and other NASAR members with whom I work. I shall endeavor to guard their interests honestly and deal with them fairly, wisely and in an efficient, proper manner. I shall behave honestly in all matters, respect privileged communication, avoid any real or perceived conflicts of interest and deal with others courteously and politely.

**THAT** I shall continuously work to raise the standards of performance of search and rescue to the highest attainable levels without regard to race, sex, religion, cultural background, sexual preference, economic, or social condition in service to humanity.

**THAT** I have an obligation to advance the knowledge and skills of search and rescue so that I can serve the needs of the missing or injured. I shall strive to improve my own knowledge and skills; support others by sharing my experiences; and strive to keep myself fully informed of new developments in the profession.

**THAT** I shall support the mission of the National Association for Search and Rescue, "**...that others may live**", and shall at all times conduct myself in an ethical and prudent manner worthy of my profession.

## **6:3 Email Policy**

Date of Issue: June 24, 2004

### **PURPOSE:**

The purpose of this policy is to insure that all e-mails involving Association business by the Board of Directors, Staff, Committee Chairs and Committee members remain professional and business like. It is designed to give guidance as to the use of NASAR's e-mail system, and to inform of prohibited conduct.

**POLICY:**

This document sets forth the policy of the National Association for Search and Rescue (NASAR) with respect to e-mail. All personnel (including but not limited to employees, consultants, and others working with NASAR) who use NASAR's e-mail system are required to comply with this policy statement. All personnel (including but not limited to employees, consultants, and others working with NASAR) who use other e-mail systems conducting NASAR business are required to comply with this policy statement.

Business Use. The e-mail system is meant to be used for business purposes of NASAR. Limited personal use of email is allowed if (a) in compliance with this policy and (b) is reasonable in amount and does not interfere with work performance or business needs.

Ownership. All email accounts and all information and messages that are created, sent, received or stored on the NASAR's e-mail system is the sole property of NASAR and are not the property of the employee or other personnel.

E-mail Review. All e-mail is subject to the right of NASAR to monitor, access, read, delete, copy, disclose and use such e-mail without prior notice to the originators and recipients of such e-mail. E-mail may be monitored and read by authorized personnel for NASAR for any violations of law, breaches of NASAR policies, communications harmful to NASAR, or for any other reason.

Email Content. Emails should be professional, courteous and in compliance with all applicable laws. Users should employ spell check on all emails sent.

Prohibited Acts. Provided below is a non-exclusive list of prohibited acts associated with your use of NASAR's email system or NASAR business emails. When considering the appropriateness of engaging in a particular act, personnel should be guided by both the specific prohibitions and the other mandates set forth in this policy. Prohibited activities include:

- Using any words, images or references that could be viewed as libelous, offensive, harassing, illegal, derogatory, discriminatory, or otherwise offensive.
- Creating or transmitting email or images that might be considered inappropriate in the workplace, including, but not limited to, messages or images that are lewd, obscene, sexually explicit, or pornographic.
- Creating or transmitting messages or images that might be considered inappropriate, harassing or offensive due to their reference to race, sex, age, sexual orientation, marital preference, religion, national origin, physical or mental disability, or other protected status.
- Downloading, copying or transmitting documents or software protected by third party copyrights in violation of those copyrights. Any personnel with a question concerning a copyright issue should contact the Executive Director.
- Using encryption devices and software that have not been expressly approved by NASAR.

Security. The e-mail system is only to be used by authorized persons, and personnel must have been issued an e-mail password in order to use the system. Personnel shall not disclose their codes or passwords to others and may not use someone else's code or password without express written authorization from an authorized officer of NASAR.

No Presumption of Privacy/Confidentiality. E-mail communications should not be assumed to be private and security cannot be guaranteed. Highly confidential or sensitive information should not be sent through e-mail. Personnel are required to use email in a manner that will not risk the disclosure of NASAR proprietary and other information to persons outside NASAR.

Reporting. NASAR personnel who are aware of the violation of this policy by another person should report the violation to a supervisor immediately.

Message Retention and Creation. Employees should be careful in creating e-mail. Even when a message has been deleted, it may still exist in printed version, be recreated from a back-up system, or may have been forwarded to someone else. Please note that appropriate electronic messages may need to be saved. And, NASAR may be required to produce e-mail in litigation.

Viruses. Any files downloaded from e-mail received from non-NASAR sources must be scanned with NASAR's virus detection software. Any viruses, tampering or system problems should be immediately reported to the computer systems administrator.

Other Policies. All existing NASAR policies apply to employee conduct in connection with email, including but not limited to, NASAR policies regarding intellectual property, insider trading, misuse of NASAR property, discrimination, harassment, sexual harassment, information, data security, and confidentiality.

Passwords. All passwords must be made known to NASAR. The use of passwords to gain access to NASAR's computer systems or to access specific files does not provide users with an expectation of privacy in connection therewith.

Retention in the Event of Litigation, Subpoena, or Regulatory Inquiry. It is NASAR's policy to comply with all legal proceedings. In the event of any litigation, subpoena, regulatory inquiry, criminal proceeding, or the like, NASAR personnel are absolutely and unequivocally prohibited from deleting, discarding, or destroying any emails or any other documents relating in any way to the litigation, subpoena, regulatory inquiry, criminal proceeding, or the like.

No Waiver. Any delay or failure to discipline personnel for violations of this policy will not constitute a waiver of NASAR's rights.

Consequences of Violations. Violations of this policy or other NASAR policies may result in discipline, suspension, termination of employment, and/or legal action.

Questions. If you have any questions concerning this Email Policy, please contact the Executive Director, otherwise NASAR presumes that you understand and will abide by this policy.

## **6:4 Privacy Policy**

Date of Issue: November 14, 2007

We at NASAR believe that privacy is important. This document outlines the types of personal information we receive and collect when you use NASAR's services, as well as some of the steps we

take to safeguard information. We hope this will help you make an informed decision about sharing personal information with us.

Information we collect and how we use it. Membership, Bookstore and Education – When a person joins NASAR, places an order through the bookstore or participates in a NASAR course or certification we request contact information such as mailing address, email address and phone number. This information is never sold or given to vendors. Member mailing addresses are given to Cygnus Publications for the purpose sending *Advanced Rescue Technology*. All payment information done online is encrypted and is not stored in our database files. Payment information done via phone or mail is kept with the CFO and destroyed after the designated amount of time per Generally Accepted Accounting Procedures (GAAP).

Conference – A person attending the NASAR Annual Conference is requested to fill out a registration and disclose a mailing address, email address and phone number. ONLY the mailing address is given to vendors of the Annual Conference for the purpose of advertising their products. Payment information done via phone or mail is kept with the CFO and destroyed after the designated amount of time per Generally Accepted Accounting Procedures (GAAP).

Information Security. We take appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of data. These include internal reviews of our data collection, storage and processing practices and security measures, as well as physical security measures, to guard against unauthorized access to systems where we store personal data.

We restrict access to personal information to NASAR employees, contractors and agents who need to know that information in order to operate, develop or improve our services. These individuals are bound by confidentiality obligations and may be subject to discipline, including termination and criminal prosecution, if they fail to meet these obligations.

Data Integrity. NASAR processes personal information only for the purposes for which it was collected and in accordance with this Policy or any applicable service-specific privacy notice. We review our data collection, storage and processing practices to ensure that we only collect, store and process the personal information needed to provide or improve our services. We take reasonable steps to ensure that the personal information we process is accurate, complete, and current, but we depend on our users to update or correct their personal information whenever necessary.

Accessing and updating personal information. When you use NASAR services, we make good faith efforts to provide you with access to your personal information and either to correct this data if it is inaccurate or to delete such data at your request if it is not otherwise required to be retained by law or for legitimate business purposes. We ask individual users to identify themselves and the information requested to be accessed, corrected or removed before processing such requests, and we may decline to process requests that are unreasonably repetitive or systematic, require disproportionate technical effort, jeopardize the privacy of others, or would be extremely impractical (for instance, requests concerning information residing on backup tapes), or for which access is not otherwise required. In any case where we provide information access and correction, we perform this service free of charge, except if doing so would require a disproportionate effort. Some of our services have different procedures to access, correct or delete users' personal information.

Enforcement. Please feel free to direct any questions or concerns regarding this Policy or NASAR's treatment of personal information by contacting us through this web site or by writing to us at Privacy Matters, c/o NASAR, PO Box 232020, Centreville, VA 20120. When we receive formal written complaints at this address, it is NASAR's policy to contact the complaining user regarding his or her concerns.

Changes to this policy. Please note that this Privacy Policy may change from time to time. We will not reduce your rights under this Policy without your explicit consent, and we expect most such changes will be minor. Regardless, we will post any Policy changes on this page and, if the changes are significant, we will provide a more prominent notice (including, for certain services, email notification of Policy changes). Each version of this Policy will be identified at the top of the page by its effective date, and we will also keep prior versions of this policy in an archive for your review.

If you have any additional questions or concerns about this Policy, please feel free to contact us any time through this web site or at Privacy Matters, c/o NASAR, PO Box 232020, Centreville, VA 20120.

## **6:5 Background Check Policy**

Date of Issue: October 14, 2005

The National Association for Search and Rescue (NASAR) is bound by the National Child Protection Act and the similar laws of individual states. The act as amended encompasses the protection of children, the elderly and persons with disabilities.

NASAR shall conduct, or have conducted, criminal background checks on all Instructors, Lead Evaluators, Evaluators, Employees and Board Members in compliance with the National Child Protection Act. Additionally, all individuals wishing to enter into any of these categories shall also fall under these provisions.

NASAR shall conduct interviews with potential employees, either paid or volunteer, to determine their suitability.

NASAR shall comply with the requirements of the Fair Credit Reporting Act as it applies.

The Executive Director, or their designee, shall enter into negotiations with private contractors to provide these criminal background checks.

Each person denoted who falls within the guidelines of either the National Child Protection Act or the laws of any state where NASAR conducts business shall be presented with a waiver and authorization to conduct a criminal background check. As this background check is required by federal and state laws, their refusal shall be deemed as grounds for either non-continuation of employment, non-continuation of a contract position, or non-consideration of their application for any covered position within NASAR.

New applicants will receive the waiver and authorization upon submitting their application. No final action may be taken upon their application until completion of the background check.

Any employee, paid or volunteer, who is found to have a criminal history, which would preclude them under either the National Child Protection Act or the laws of the various states, shall, within the

guidelines of the Fair Credit Reporting Act, be either terminated if a paid employee or lose their status if a volunteer.

No permanent action shall be taken until the employee, paid or volunteer, has either exercised their rights under the Fair Credit Reporting Act, or the sixty (60) days allotted for disclosure has elapsed with no request having been implemented by the employee. In order to protect the public, an employee, paid or volunteer, shall be either temporarily suspended from status as an Instructor, Lead Evaluator or Evaluator or, if a paid employee, have their duties temporarily changed so that they may not come into any contact with any protected person.

Under the jurisprudence of the United States of America and its political subdivisions, a person is considered innocent until proven guilty by a court of competent jurisdiction. Therefore, NASAR will only consider convictions in determining a person's suitability for either paid or volunteer status with the organization.

In order to facilitate the required criminal history checks, NASAR shall implement an application supplement that requires, at a minimum, the following:

- Individual's FULL name.
- Individual's full date of birth.
- Individual's social security number.
- Individual's home address.
- Signature of the individual and date of signing.
- Witness signature and date of signing.
- A release to conduct criminal history checks.
- A signed statement verifying that the applicant understands that falsifying information is grounds for dismissal or rejection of the application.

Causes for automatic disqualification or dismissal shall be:

- Conviction of a Felony as an adult.
- Conviction of any crime, while an adult, involving a child, the elderly and/or a dependant adult.
- Conviction of any violent crime within the 10 years preceding the individual's application.
- Conviction of any crime, as set forth above, while an employee or volunteer of NASAR.
- Conviction for any other crime deemed by the majority vote of the BOD of NASAR to be disqualifying.
- Falsifying information on their application.

A form letter shall be created which provides the individual about whom negative information has been provided with the following information.

- The action being taken by NASAR.
- The name, address and telephone number of the company which provided the report. (Toll free number if available)
- A statement that the company providing the report did not make the adverse decision and is not able to explain why the decision was made.

The Board may implement a background check fee which, if implemented, would be assessed to volunteer and contract employees. This fee would be collected at the time the covered individual

submits their application. This fee shall be no more than the actual hard cost of having the required background check completed.

References: National Child Protection Act of 1993 as amended.  
OJJDP Guidelines for Screening  
BSA  
NASAR Legal Council  
Laws of MD, VA, FL, and TN

## **6:6 Instructor/Lead Evaluator Right of Refusal Policy**

Date of Issue: January 23, 2005

### **PURPOSE:**

The National Association for Search and Rescue (NASAR) promotes safe and effective search and rescue through quality educational and certification programs. NASAR is committed to the policy that all persons shall have equal access to these programs without regard to personal characteristics not related to ability, performance or qualifications as determined by the Board of Directors. NASAR shall not discriminate against or restrict access to its programs based on race, color, religion, national origin, age, sexual orientation or veteran status.

NASAR recognizes that search and rescue operations are normally conducted under the supervision of various Federal, State or Local Law Enforcement Agencies, Emergency Management Agencies or Fire Departments. NASAR holds that nothing should be done that would place the victim at any greater risk, including training or certifying any person or persons who would pose a risk to the victim, instructors, lead evaluators or fellow students.

### **POLICY:**

This document sets forth the policy of the National Association for Search and Rescue (NASAR) regarding the parameters under which potential participants in NASAR-sponsored training or certification events may be excluded for reasons related to ability, performance, or qualifications which make them unsuitable candidates for training and/or certification as determined by a NASAR Instructor or Lead Evaluator.

NASAR reserves the right to refuse access to or remove from its programs any person who:

- Is known by the Instructor or Lead Evaluator to have been convicted by a court of competent jurisdiction of any felony;
- Presents themselves at the educational class or certification examination and, in the Instructor or Lead Evaluator's best judgment, is impaired by either alcohol or drugs;
- Becomes disruptive to or threatens the good order of the educational class, certification examination or any person in attendance;

Any Instructor or Lead Evaluator who refuses access to or removes any potential student, current student or candidate shall do the following:

- Prepare a written statement of the particulars relating to the individual or individuals refused or removed, detailing the reasons for such actions;
- A copy of this statement shall be included in the paperwork sent to NASAR relating to that course or certification;
- An additional copy shall be sent to the Education Services Director

This documentation shall be kept for a minimum of three (3) years or as required by other NASAR policies, if longer.

## **6:7 Instructor Discount Policy for Purchases Made Through NASAR Bookstore**

Date of Issue: November 1, 2002

This policy is only for NASAR approved Instructors and Instructor Apprentices. This policy does not apply to SARTECH Evaluators or Lead Evaluators.

NASAR approved Instructors must call or email the NASAR Bookstore to receive a Discount of five percent (5%) off the VOTING member price on purchases from the NASAR bookstore for NASAR course instruction materials only. The intent of this policy is to make NASAR courses as cost competitive as possible. Only materials specifically required by NASAR for a NASAR course are eligible for the 5% discount. Instructors may recover costs of the materials plus actual shipping costs through course fees but no additional mark up is permitted.

Third party billing is acceptable once the Instructor has made initial contact. Merchandise will ship once a form of payment is secured. Payment can be in the form of a credit card, authorized party signed purchase order or check. Purchase orders will not be accepted on orders under \$200.

Any merchandise purchased for non-NASAR course purposes may not be resold at a price that is higher than the published NASAR bookstore retail price.

For orders under \$200, actual shipping charges ONLY will be added to the order. Please note shipping charges are unknown until order is placed and packed to ensure accuracy.

For orders over \$200, actual shipping charges PLUS a handling fee of \$10.00 will be added to the order. Please note shipping charges are unknown until order is placed and packed to ensure accuracy.