



INTERNATIONAL SOCIETY  
FOR DISEASE SURVEILLANCE

## Code of Conduct International Society for Disease Surveillance (Approved 3/29/2011)

- I. Motivation: The International Society for Disease Surveillance (ISDS) has a fundamental and abiding respect for the law and ethical practices. Each Board member and employee must realize that the overall interests of ISDS, and those acting on its behalf, in serving the public are best served by adherence to this Code of Conduct.

Purpose: The purpose of the conflict of interest policy is to protect ISDS's interest, as a tax-exempt organization, when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

- II. Definitions: This Code of Conduct is applicable to every person acting on behalf of ISDS. In interpreting this Code of Conduct, the following definitions shall apply:

1. “**Organization**” shall mean the entire ISDS Organization, including all satellite sites of ISDS-sponsored activity as well as the Corporate Office, and including sections, councils, committees, and other constituent groups.
2. “**Representative**” shall include every officer, director, full-time or part-time employee, contractor, volunteer, or any other person acting on behalf of the Organization.
3. “**Associate**” shall mean (1) a member of a Representative's immediate family; (2) any company/organization in which a Representative (or a member of a representative's immediate family) is a partner, or in which a Representative or member of his/her family owns more than ten (10) percent of any class of securities; (3) a trust of which a Representative is a trustee, or in which a Representative or member of his/her family has a beneficial interest; or (4) any other person, such as an employee or professional colleague of the Representative, whose involvement in a transaction with the Organization may benefit the Representative.
4. “**Board**” means the Board of Directors of the entity within the Organization
5. In the context of a financial transaction (Article VII), a “**Related Party**” is any Representative, Associate, or person who has been in those roles or if they had any of these relationships to the corporation anytime during the two (2) year period prior to the commencement of the transaction. The compensation/benefits package of the senior-most employee of the corporation is a related party transaction.
6. A “**Possible Conflict of interest**” is defined as a situation in which the professional or personal interests of a Representative potentially oppose the best interests of the Organization. In the context of this Code of Conduct, the interests of the Organization are not restricted to those of the Board or Representatives but extend to the interests of the general membership.

7. An “Acceptable Conflict of Interest” is defined as a situation in which the Board, or its delegates, determines that a Possible Conflict of Interest exists, and sufficient measures are in place to ensure that the conflict is adequately addressed so as not to jeopardize ISDS’s interests, including maintenance of ISDS’s status as a tax exempt organization.
8. An “Unacceptable Conflict of Interest” is defined as a situation in which the Board determines that a Possible Conflict of Interest exists, and adequate measures to protect ISDS’s interests have not yet been taken.

III. Assignment of responsibility: Each Representative is responsible for compliance with this Code of Conduct and for taking steps to see that activities of other Representatives within his/her knowledge are in compliance with this document. The primary responsibility of each Representative is to perform the duties of his/her position in a manner best suited to promote the interests of the Organization.

1. A copy of this Code of Conduct shall be posted publically so that each Representative who is presently serving the Organization can access it.
2. Officers, employees, and others entering into a financial relationship with the Organization shall be directed to review the contents of this Code of Conduct, and advised that they are accountable for upholding its provisions.
3. Nominees standing for election to the Board of Directors must sign an agreement to the terms of this Code of Conduct before being included on the ballot.
4. This Code of Conduct shall be reviewed annually at the first meeting of the Board of Directors following the election of new Board members for the information and guidance of all Representatives.

IV. General Conduct: While the following guidelines are not intended to cover every situation or take the place of personal integrity, they will indicate how Representatives are to conduct themselves in many cases. The absence of a specific guideline does not relieve any Representative of the responsibility for proper, legal and ethical conduct at all times. Representatives in doubt should take up their problem with the responsible staff person or the Board or an appropriate committee thereof.

- 1. Personal Financial Interests**: Without prior disclosure and a decision thereon as outlined in Paragraphs V and VI, no Representative shall personally or through any Associate have a direct or indirect investment in any business enterprise which is doing or seeking to do business with the Organization (unless that investment is in the equity securities of a publicly-owned corporation regularly traded in the open market), including the receipt of any grants, fellowships, or contributions from the Funds of the Organization.
- 2. Gifts, Entertainment or Other Favors**: No Representative or any Associate shall solicit or accept gifts, cash, travel, lodging, unreasonable entertainment, loans, or any other gifts or favors from persons doing business with the Organization, including suppliers of goods or services, other than those of such nominal value that they cannot be regarded as placing the Representative under any obligation to the donor. Any payments such as honorariums or participation fees received by staff members for services related to Organization employment shall be assigned to the Organization.
- 3. Giving Gifts or Entertaining**: Organization funds or other assets shall not be used for improper payments to those doing or seeking to do business with the Organization. This prohibition covers direct payments or indirect payments through third parties, and reimbursement of Representatives for improper payments by them. However, Representatives may give gifts to or entertain others at Organization expense if such gifts, favors, or

entertainment are of limited value and consistent with accepted practices and are not in contravention of applicable law and generally accepted ethical standards.

4. **Outside Employment:** Representatives receiving financial compensation from the organization shall not engage in outside employment that conflicts with their work, scheduled hours, or performance of Organization assignments. Before a Representative accepts part-time employment with any organization or any person with which the Organization does business, that Representative shall submit in writing a description of the work assignment, the remuneration and expected duration of the work assignment to the responsible staff person or the Board or an appropriate committee thereof, who will decide if there is a conflict of interest by responding in writing to the Representative.
  5. **Outside Interests:** Representatives must disclose external roles or relationships that may be perceived as being influential on or in conflict with any activities within the Organization.
  6. **Use of Organization Assets:** Representatives shall not use assets of the Organization, including physical assets, information on Organization members, or intellectual property, for personal or private gain.
  7. **Employment of Associates:** Without prior disclosure and a decision thereon as outlined in Articles V and VI, no Associate of any Representative shall be a full or part time employee of the Organization.
- V. **Disclosure:** It is recognized that situations will arise in which a Representative has an outside affiliation or an interest in a present or proposed transaction involving the Organization. When the affiliation/interest has the potential to be, or to appear to be, in conflict with the interests of the Organization, it shall be the duty of the Representative to make full and prompt disclosure of any Possible Conflict of Interest to the Board, or to an individual or committee to which the Board has delegated this responsibility.
1. **Advance disclosure:** Each Officer, Board member, or employee must submit to the Organization a Disclosure statement detailing any Possible Conflict of Interest or a statement that no such affiliations exist.
    - i. Each nominee standing for election to the Board must submit this statement before being included on the ballot.
    - ii. Each Officer, Board member, or employee is responsible to update this statement within one (1) week of any changes in such affiliations.
    - iii. The disclosure statements will be made available to the public.
  2. **Ad hoc disclosure:** Any Representative aware of a Possible Conflict of Interest is responsible for alerting the Board when a transaction, role within the Society, or other situation under consideration may involve such a conflict, whether or not the possible conflict is covered by a prior advance disclosure statement. Such communication may be made by email to the Chair, Executive Director, and such other Board members as the Representative desires to include.
- VI. **Resolution of Conflicts:** Once a Possible Conflict of Interest has been identified, the Board, or an individual or committee to which the Board has delegated this responsibility, shall consider the existence and acceptability of the conflict as well as its appearance, and determine if it is an Acceptable Conflict of Interest, or an Unacceptable Conflict of Interest.
1. Such person or group shall use appropriate means at its disposal in order to render a decision, which means may include review by an unbiased disinterested person or group, including peer review of research projects with appropriate records being maintained on the matter.
  2. The Representative(s) with the potential conflict may not witness, take part in, or exercise any substantive influence on the final deliberation or decision regarding the matter under consideration. However, they will provide the Board or deciding committee with any and all

related information that may be relevant to deciding the matter in the best interests of the Organization.

3. In the event that the Conflict of Interest is determined to be Unacceptable, the Board is responsible for determining and implementing measures that either makes the conflict of interest Acceptable, or that removes the underlying Possible Conflict of Interest. Such action may include, where appropriate, dismissal or recall or other appropriate action with respect to the Representative involved, or revocation, rescission or termination of a contract, return of monies, or other appropriate remedial action.
4. In the event that the Conflict of Interest is determined to be Acceptable, the Disclosure statement made available to the public will be amended by the Board to indicate this determination.
5. The deliberations of the Board, or an individual or committee to which the Board has delegated this responsibility, shall be entered into the records of the Society, and shall reflect that the Possible Conflict of Interest conflict of interest was disclosed, that the Representative(s) were not present during final discussion or decision making about the Conflict and did not vote or otherwise participate in the decision making, and the resolution of the matter in question.

VII. Conflicts of Interest regarding financial transactions: Financial transactions between this Organization and any Representative must be identified and addressed in accordance with the provisions of this Article, in addition to the provisions described in Article VI.

1. All transactions above **\$5,000** contemplated between the organization and a Related Party shall be disclosed to the Board, or to an individual or committee to which the Board has charged with the approval of such matters. All related party transactions regardless of dollar amount shall be disclosed to the Executive Director or most senior employee of the corporation.
2. The disclosure shall include all material facts of the proposed transaction including the nature of the related party interest or relationship. If the related party is a member of the Board or committee reviewing the proposed transaction, such party shall not participate in final discussion or decision making about the transaction.
3. The members of the Board of Directors, or the committee thereof considering such matter, shall obtain and consider independent data regarding the value of the transaction or services and shall document its deliberations on the matter in the minutes of the meeting or meetings at which such matter was discussed and voted on.

VIII. Documentation: Appropriate documentation in the books and records of the Organization, including Board minutes where appropriate, concerning any question that may arise under this Code of Conduct shall be kept to protect the interests of both the Representative and the Organization. The confidentiality of all client and supplier records shall be maintained and limited to use by the Organization. The Representative(s) impacted by a Conflict of Interest determination or action by the Board or its representatives shall be entitled to review relevant materials in the books and records of the Organization.