



American Culinary Federation

Confidentiality and Conflict of Interest Policies and Conflict Disclosure Form

Approved by the ACF Board of Directors October 3, 2023

American Culinary Federation, Inc. • administration@acfchefs.org • 6816 Southpoint Pkwy, Ste 400 • Jacksonville, FL 32216 • (800) 624-9458 • www.acfchefs.org

Please check all that apply:

American Culinary Federation (ACF)

American Culinary Federation Education Foundation (ACFEF)

Email to administration@acfchefs.net.

The American Culinary Federation (“Federation”) and/or the American Culinary Federation Education Foundation (“Foundation”) anticipates that directors, officers, committee and task force chairs, and other specified volunteers, including but not limited to Federation Certification Commission members, Foundation Accrediting Commission members, and site visit evaluators (collectively, “Volunteers”) are dedicated to serving the interests of the Federation and/or Foundation in the most honorable and ethical manner possible, will devote time and attention to expanding the activities of the Federation and/or Foundation and acting to further the goals of the culinary industry, will act in the best interests of the Federation and/or Foundation, and will conduct themselves so as to reflect well on the Federation and/or Foundation. Volunteers owe fiduciary duties to the Federation and/or Foundation. Therefore, they must act in good faith and in the best interests of the Federation and/or Foundation, including confidentiality obligations and the duty to avoid of conflicts of interest, and not for the financial enrichment or personal benefit of themselves or others outside of the Federation and/or Foundation. Volunteers also have duties to the Federation and/or Foundation to keep confidential the business, financial, and other information relating to the affairs of the Federation and/or Foundation, including that of its members, and to deal with others fairly and not out of favoritism or for personal advantage. These are very serious obligations, which if breached can cause harm and damage to the Federation and/or Foundation, its members, and others.

Confidentiality Policy

Maintaining confidentiality of the Federation and/or Foundation’s affairs is of paramount importance. The Volunteer acknowledges that he/she may receive or have access to information relating to the Federation and/or Foundation which the Federation and/or Foundation does not publicly disseminate, including information relating to its activities, services, programs, plans, membership lists and information, vendor lists and information, sponsor lists and information, vendor and service-provider relationships, finances, technical data, software, and any and all information relating to discussions at meetings of the Board of Directors, committees, or task forces, including any and all meeting materials, such as correspondence, reports, etc., as well as Federation Certification Commission and Foundation Accrediting Commission confidential information, including information related to any candidate, certificant, school or program, information concerning exams, site visits, or exam or site visit results, and Certification Commission or Accrediting Commission decisions and actions, including disciplinary actions (collectively, “Confidential Information”). The Volunteer understands that if he or she fails to abide by this Confidentiality Policy, the Volunteer may be censured or removed from his or her Volunteer position, in accordance with the Federation and/or Foundation Bylaws and applicable New York and Florida Not-for Profit law.

Volunteers may not use the Federation and/or Foundation as a platform to solicit business opportunities from a candidate, certificant, school or program with whom the volunteer is working in his/her capacity as a volunteer for the Federation and/or Foundation. Volunteers agree not to perform any work other than work performed on behalf of the Federation and/or Foundation, for any certificant, school or program with whom the volunteer has worked in his/her capacity as a volunteer for the Federation and/or Foundation, for twenty-four (24) months from the final date of work performed for the Federation and/or Foundation without the prior written authorization from the Executive Director of American Culinary Foundation. ACF will not use the services of volunteers who have businesses that compete with ACF’s programs. If ACF, in its sole and absolute discretion, determines that a volunteer has a business that competes with the Federation or Foundation, ACF has the right to rescind the individual’s volunteer status and the volunteer will not be permitted to represent ACF as a volunteer.

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Obligations (Confidentiality)

To protect the Federation and/or Foundation's Confidential Information, Volunteers of the Federation and/or Foundation shall:

1. not disclose Confidential Information to any third-party, including Federation and/or Foundation employees and members who do not have a need-to-know or in violation of Federation or Foundation policy;
2. not remove Confidential Information from the Federation's and/or Foundation's offices, except in the performance of the Volunteer's duties on behalf of the Federation and/or Foundation;
3. not use Confidential Information for personal benefit or for the benefit of any third party;
4. deliver to the Federation and/or Foundation all documents and records (including electronic storage media) immediately upon request of the President or Board of Directors; and
5. not disclose any information regarding Board, committee, or task force meeting discussions, except action items adopted, in order to foster open and candid discussion at meetings.

Conflict of Interest Policy

One aspect of fulfilling the Volunteer's fiduciary duties is to avoid conflicts of interest in which a Volunteer's allegiance might be split between a Federation and/or Foundation position or responsibility and some other professional business or volunteer position or responsibility. If a

potential, apparent, or actual conflict of interest arises between a Volunteer and the Federation and/or Foundation, it is the obligation of that Volunteer to:

- promptly disclose the conflict; and
- if requested, recuse him/herself from discussions; or
- if requested, withdraw either from the Volunteer position at the Federation and/or Foundation or the other business.

The officers or Board will consider each matter brought to the attention of the Federation and/or Foundation under this policy and reserves the right to advise the Volunteer involved as to the appropriate action. The Federation and/or Foundation has also established the following guidelines to address conflict issues.

Obligations (Conflicts)

To avoid conflicts of interest, and the appearance of such conflicts, Volunteers of the Federation and/or Foundation shall:

1. _____ disclose any professional, business, family, or volunteer interests outside the Federation and/or Foundation, whether actual or remote, paid or unpaid, business or personal, for a business or nonprofit organization, that might potentially interfere or compete with the interests of the Federation and/or Foundation or that they, or members of their immediate families, may have; and
2. _____ disclose any interest that might give rise to an apparent or actual conflict of interest with respect to their duties to the Federation and/or Foundation, or committees, task forces, or commissions of the Federation and/or Foundation, including the Federation Certification Commission and the Foundation Accrediting Commission; and
3. _____ permit the Federation and/or Foundation to review and shall fully cooperate with such review regarding the circumstances of any potential, apparent, or actual conflict of interest.

The duty to disclose is a continuous obligation which extends throughout the Volunteer's service to the Federation and/or Foundation, and which shall be disclosed as well on the attached disclosure form.

Any new Volunteer elected or appointed during the course of the year shall be advised of the Federation and/or Foundation Conflict of Interest Policy by the chief elected officer immediately upon election or appointment. The new Volunteer shall be asked to submit a questionnaire outlining any possible area of conflict of interest. The questionnaire shall be submitted prior to the first meeting following the new Volunteer's election or appointment.

Questionnaire and Statement Conflict of Interest Policy

Pursuant to the purposes and intent of the policies adopted by the Board of Directors and the American Culinary Federation (“Federation”) and the American Culinary Federation Education Foundation (“Foundation”) requiring disclosure of certain interests, a copy of which has been furnished to me, I hereby state that I or members of my immediate family have the following affiliations or interests and have taken part in the following transactions that, which considered in conjunction with my position with or in relation to the Federation and/or Foundation, might possibly constitute a conflict of interest. I have noted “None” where applicable. I invite any further review by the Federation and/or Foundation regarding any aspects of these affiliations.

1. Potential or Actual Conflicts

Identify any professional, business, family, or volunteer interests outside of the Federation and/or Foundation that might potentially interfere or compete with the interests of the Federation and/or Foundation.

2. Outside Affiliations

Identify any nonprofit or for-profit affiliations or positions that you or any members of your immediate family have or hold with any other corporations or organizations in the student loan industry.

3. Gifts, Gratuities, and Entertainment

Identify any gifts, gratuities, or entertainment from any outside concern that does or is seeking to do business with the Federation and/or Foundation, or is a competitor of the Federation and/or Foundation that have been offered to or that you or any member of your immediate family has accepted.

4. Inside Information

Describe any information disclosed or used by you or any member of your immediate family relating to the Federation's and/or Foundation's business for the personal profit or advantage of yourself or your immediate family, or any outside concern that does or is seeking to do business with the Federation and/or Foundation, that could be used to their advantage when soliciting or doing business with the Federation and/or Foundation.

5. Other

List any other activities in which you or your immediate family are engaged that might be regarded as constituting a conflict of interest.

Intellectual Property Policy

One important aspect of the Federation and/or Foundation is the development of materials and publications that may constitute Intellectual Property. As a Volunteer, you may contribute through your creation, modifications, or development of materials and publications including test prep courses, educational materials, and exam questions and answers. Federation and/or Foundation policy requires that you transfer or assign any contribution to the Federation and/or Foundation.

Obligations (Intellectual Property Assignment)

Volunteer hereby assigns exclusively to the Federation and Foundation all right, title, and interest, including but not limited to copyrights and all rights subsumed thereunder, in and to materials that may be prepared or developed by Volunteer under this Agreement.

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By signing below, I hereby declare:

- That I have received a copy of the Federation and/or Foundation Confidentiality, Conflict of Interest, and Intellectual Property Policies;
- That I have read and understand the Policies;
- That I agree to comply with the Policies, and hereby assign all right, title, and interest under the Intellectual Property Policy above, and that if I fail to comply with the Policies, the Board of Directors may censure me, or I may be removed from my Volunteer position, in accordance with the Federation and/or Foundation Bylaws and applicable New York Not-for-Profit law;
- That I agree to immediately report to the chief elected officer of the Federation and/or Foundation any further transactions that might develop before completion of my next conflicts questionnaire and that my duty to disclose is a continuing one, and as a result, I acknowledge my obligation to disclose any other potential conflicts as they may arise during my service to the Federation and/or Foundation; and
- That I have truthfully answered all questions in this document.

Signature

Date

Printed Name