

# VOLUNTEER MEMBER AGREEMENT

## CODE OF CONDUCT

As a Volunteer member (the “Member”) of London Health Sciences Foundation (the “Foundation”), I hereby acknowledge that I have read and accept the following:

### MISSION, VISION, VALUES

#### Our Mission

To inspire investment in excellence at London Health Sciences Centre (herein the “Hospital”).

#### Our Vision

To meet the needs of London Health Sciences Centre by revolutionizing the response of our communities to health care philanthropy.

#### Our Values

Trust Respect Focus Collaboration Accountability

The Foundation code of conduct (the “Code of Conduct”) embodies and builds upon the fundamental principles that govern a Member’s ethical and legal obligations to the Foundation. It pertains not only to a Member’s conduct within the Foundation but also to conduct involving donors, volunteers, staff, suppliers and related organizations. Every Member is subject to the Standards (see **Schedule “A”** for all definitions).

The services of the Member shall comply with all applicable laws, regulations and standards. The Member shall demonstrate integrity and act in a manner that is consistent with the Foundation’s Mission, Vision and Values and complies with Foundation policies.

### I. CODE OF ETHICS

Each Member shall adhere to the following Code of Ethics:

- 1.0 Members shall act with integrity and in an ethical and professional manner in their interactions with each other, donors, volunteers, staff, suppliers and related organizations associated with the Foundation
- 2.0 Members shall maintain high ethical and moral character, both professionally and personally, so that their behavior will reflect positively upon the Foundation
- 3.0 Members shall act with competence and shall strive to maintain and enhance their competence and that of their fellow Members.
- 4.0 Members shall use proper care and exercise independent professional judgment in the performance of their duties.
- 5.0 Members will be respectful of each other and will not utilize meetings to upstage or embarrass colleagues.

- 6.0 Members will respectfully consider the opinions of others during deliberations, strive for integration of viewpoints or consensus building in decision-making, and will respect the corporate judgment of the Members in regards to its decisions.
- 7.0 Members will refrain from using meetings or regulation approval processes to advance their personal agenda.
- 8.0 Members shall maintain confidentiality about all matters that are considered in closed meetings. (Section IV)
- 9.0 Members shall follow the provisions of the Freedom of Information Act in regards to public records, owned, prepared, or in possession of the Foundation. (Section V)
- 10.0 Members will adhere to the Ethical Fundraising and Financial Code developed by the Canadian Centre for Philanthropy. (Section VI)

## II. MANAGING EXTERNAL STAKEHOLDER RELATIONSHIPS

Business relationships with Supplier(s) shall comply with Foundation policies, and, specifically, shall not place individuals in a position of conflict. Business decisions must be based solely on the best interest of the Foundation, its donors, and the community it serves. All contracts are to be awarded based on product or service suitability, economic value, delivery, and quality.

Any form of payment from a Supplier for speeches, presentations or articles, attendance at conferences, or training is not permitted if the recipient is currently, or will be imminently, in a position of decision making with Suppliers on behalf of the Foundation. In any event, all like payments must be disclosed to Foundation Leadership in advance, and it is recommended that all such payments be forwarded to the Foundation.

Any payment or “kickback” intended to influence or provide for favorable consideration to the benefit of a supplier in a contractual or other business relationship is not permitted.

## III. CONFLICT OF INTEREST

Every Member who is in any way directly or indirectly interested in a proposed contract or transaction or a contract or transaction with the Foundation shall declare his or her interest and the nature and extent of such interest at a meeting of the Board and/or Committee and shall not take part in any deliberations concerning such contract and shall refrain from voting on the contract. **Schedule B** must be completed to acknowledge adherence to this standard.

In the case of a proposed contract or transaction the Member shall declare his or her interest at the meeting of the Board and/or Committee during which the question of entering into the contract or transaction is first considered. If the Member is not present at such meeting, he or she will make a declaration to the Board/Committee/Chair at the first Board or Committee meeting immediately after becoming aware that he or she has an interest in the contract.

A notice as given by a Member shall be considered a sufficient declaration of interest in any contract or transaction made or to be made, but shall not relieve the Member of any obligations under this Agreement.

A Member who has declared an interest in a proposed contract or transaction and who has not voted thereon as provided above shall not be accountable to the Foundation or its creditors for any profit or gain resulting from such contract. The contract will not be voidable by reason only of the Member holding that office or the fiduciary relationship established thereby.

An appropriation of monies for the purpose of a proposed contract, or an agreement or transaction for work to be done or materials to be supplied under a proposed contract is a contract within the meaning of this section.

#### IV. CONFIDENTIALITY

As a Member, I recognize that I will have access to, and will be entrusted with, confidential information and documents that belong to the Foundation and/or the Hospital; I further recognize that the reputation of the Foundation and/or the Hospital, and their respective relationships with their employees, donors, patients and the general public is such that protecting Confidential Information has a significant effect on the on-going success of their respective endeavours and I understand and acknowledge that the Foundation has a legal and fiduciary obligation to protect its Confidential Information.

In order to protect, and to avoid the unauthorized use and disclosure of, Confidential Information of the Foundation and/or the Hospital, I agree that:

- 1.0 I will take every reasonable precaution to avoid the unauthorized use and/or disclosure of Confidential Information at all times;
- 2.0 I will never, while acting as a volunteer of the Foundation and/or Hospital or at any time thereafter, disclose to others, use for my own benefit or for the benefit of any person or organization other than the Foundation and/or the Hospital, or otherwise appropriate or copy, any Confidential Information;
- 3.0 I will never, while acting as a volunteer of the Foundation and/or Hospital or at any time thereafter, provide services (volunteer or otherwise) to, be concerned with, or be employed by, any person or organization, if doing so would require the unauthorized use and/or disclosure of any Confidential Information; and
- 4.0 Upon ceasing to provide volunteer services to the Foundation, or at any time upon the request of the Foundation, I will immediately return to the Foundation all materials of any kind that are, or that contain, Confidential Information.

#### V. PRIVACY LEGISLATION

In order to comply with the applicable privacy legislation in effect from time to time (both while providing volunteer services to the Foundation and at all times thereafter), I agree that:

- 1.0 I will comply with the applicable privacy legislation in effect from time to time, including, but not limited to, all obligations respecting the collection, use, protection and disclosure of Personal Information; and
- 2.0 I will comply with all of the privacy policies and procedures of the Foundation and/or the Hospital, which are brought to my attention.

#### VI. ETHICAL FUNDRAISING STANDARDS *(as per The Association of Fundraising Professionals (AFP))*

The Association of Fundraising Professionals believes that ethical behaviour fosters the development and growth of fundraising professionals and the fundraising profession enhances philanthropy and volunteerism. All members and staff agree to abide by these standards.

- 1.0 Ethics for Fundraising Activities:
  - 1.1 Volunteers, staff or third parties who solicit or receive funds on behalf of LHSF must:
    - Act with fairness, integrity, and in accordance with all applicable laws;

- Cease solicitation of a prospective donor who identifies the solicitation as harassment or undue pressure, or who states that he/she does not wish to be solicited;
  - Disclose immediately to LHSF any actual or apparent (perceived) conflict of interest or loyalty; and,
  - Not accept donations or purposes that are inconsistent with the LHSF's mission.
- 1.2 All fundraising solicitations by or on behalf of LHSF must:
- Be truthful;
  - Accurately describe the organization's mission;
  - Disclose the organization's name;
  - Disclose the purpose for which funds are requested; and
  - Disclose, upon request, whether the individual or entity soliciting donations is a volunteer, employee or contracted third party.
- 1.3 Any written solicitations by or on behalf of LHSF must include its address or other contact information.
- 1.4 LHSF does not exploit its beneficiaries. It is sensitive in describing those it serves (whether using graphics, images or text) and fairly represents their needs and how these needs will be addressed.
- 1.5 LHSF does not make claims that cannot be upheld or are misleading.
- 2.0 Treatment of Donors and Donor Information:
- 2.1 LHSF honours donors' and prospective donors' requests to:
- Limit the frequency of solicitations;
  - Not be solicited by telephone or other technology;
  - Receive printed material concerning the organization; and
  - Discontinue solicitations where it is indicated they are unwanted or a nuisance.
- 2.2 LHSF encourages donors to seek independent advice if the proposed gift is a Planned Gift and/or the organization has any reason to believe the proposed gift might significantly affect the donor's financial position, taxable income, or relationship with other family members.
- 2.3 LHSF respects the privacy of donors. Donor records are kept confidential to the greatest extent possible. Donors have the right to see their own donor record and to challenge its accuracy.
- 2.4 LHSF does not sell, exchange, or otherwise share its donor list.
- 2.5 LHSF strictly follows its Privacy Policy which is available upon request and contains detailed information on the protection of donor information.
- 3.0 Payment of Fundraisers:
- 3.1 LHSF does not, directly or indirectly, pay finder's fees, commissions or percentage compensation based on contributions.
- 4.0 Transparency:
- 4.1 To demonstrate transparency and accountability, LHSF posts a variety of information on our website. Information posted includes our financial statements, annual reports, list of members of our Board of Directors, and privacy policy.

- 4.2 LHSF provides, upon request, its best available information on gross revenue, net proceeds, and costs of any fundraising activity.
- 4.3 LHSF has appropriate fundraising policies (i.e. a gift acceptance policy, a policy on the treatment of restricted or designated gifts, and naming and endowment policies). The relevance and appropriateness of these policies are reviewed regularly by the LHSF Board of Directors.
- 4.4 The LHSF Board of Directors regularly reviews the cost-effectiveness of the organization's fundraising programs. No more will be spent on administration and fundraising than is required to ensure effective management and resource development and type will be reported to the LHSF Board annually.

5. **Donor Bill of Rights** (*The Donor Bill of Rights was created by the Association of Fundraising Professionals (AFP), the Association for Healthcare Philanthropy (AHP), the Council for Advancement and Support of Education (CASE), and the Giving Institute: Leading Consultants to Non-Profits. It has been endorsed by numerous organizations.*

Philanthropy is based on voluntary action for the common good. It is a tradition of giving and sharing that is primary to the quality of life. To ensure that philanthropy merits the respect and trust of the general public, and that donors and prospective donors can have full confidence in the nonprofit organizations and causes they are asked to support, we declare that all donors have these rights:

- 5.1 To be informed of the organization's mission, of the way the organization intends to use donated resources, and of its capacity to use donations effectively for their intended purposes.
- 5.2 To be informed of the identity of those serving on the organization's governing board, and to expect the board to exercise prudent judgment in its stewardship responsibilities.
- 5.3 To have access to the organization's most recent financial statements.
- 5.4 To be assured their gifts will be used for the purposes for which they were given.
- 5.5 To receive appropriate acknowledgement and recognition.
- 5.6 To be assured that information about their donation is handled with respect and with confidentiality to the extent provided by law.
- 5.7 To expect that all relationships with individuals representing organizations of interest to the donor will be professional in nature.
- 5.8 To be informed whether those seeking donations are volunteers, employees of the organization or hired solicitors.
- 5.9 To have the opportunity for their names to be deleted from mailing lists that an organization may intend to share.
- 5.10 To feel free to ask questions when making a donation and to receive prompt, truthful and forthright answers.

## VII. LIABILITY INFORMATION

As a Volunteer, I along with my family and agents, shall indemnify, defend, hold harmless, and forever release and discharge London Health Sciences Foundation, London Health Sciences Centre, and their respective directors, officers, employees, servants, agents, contractors, administrators, and successors from and against all liabilities, claims, demands, damages, costs, expenses, actions and causes of actions which arise or may arise as a result of my

voluntary participation.

#### VIII. SCHEDULES

Schedule "A" – Definitions and Schedule "B" – Disclosure of Conflict of Interest or Potential Conflict of Interest are acknowledged and shall form part of this Agreement.

#### IX. SIGNATURE

By signing below, I acknowledge that I have fully read and understand this Agreement and agree to comply with my obligations set out herein, and consent to become a Volunteer Member of London Health Sciences Foundation.

Please be advised - you will need to provide documentation of completed COVID vaccine series (two vaccines), prior to starting your volunteer opportunity with LHSF.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Volunteer Member's Signature

\_\_\_\_\_  
Volunteer Member's Name

\_\_\_\_\_  
Print Volunteer Member's Name

## SCHEDULE “A”

### DEFINITIONS

For the purposes of this Agreement:

“Confidential Information” means all information that: (i) I obtain from the Foundation and/or the Hospital, or otherwise learn, discover, develop, conceive or create while providing my services to the Foundation and/or the Hospital, and (ii) relates to the private or confidential affairs of the Foundation and/or the Hospital, as well as information about their respective employees, donors, patients and/or the general public, including, but not limited to, any data stored in any computer or computer-readable media, designs, drawings, diagrams, tables, calculations, graphs, plans, blueprints, specifications, explanations, instructions, descriptions, techniques, procedures, studies, test results, programs (including computer programs), paper notes, notebooks, trade secrets, reports or other written or printed information, models, samples, materials, tools and equipment, as well as any Donor Information, Financial Information, Marketing Information, Patient Information, Personal Information --- but does not include any information that I can demonstrate: (i) is a matter of Public Knowledge (other than as a result of my own disclosure); (ii) is received from a third party that is not obligated (directly or indirectly) to maintain the information in confidence; or (iii) that I am required by law to disclose;

“Donor Information” means information about any of the actual or prospective donors of the Foundation and/or the Hospital (collectively, the “donors”), donor base and markets, including, but not limited to, names, addresses, telephone numbers and other contact information of any donors, donation amounts and terms, and any other information obtained by the Foundation and/or the Hospital in confidence from, or relating to, the donors;

“Financial Information” means financial information about the Foundation and/or the Hospital, including, but not limited to, information about profits, expenses, donations and fundraising;

“Marketing Information” means information about any of the actual or prospective marketing and/or fundraising programs, plans, strategies, presentation materials, products, services, advertising and promotions developed by, or for, the Foundation and/or the Hospital;

“Patient Information” means information about any of the patients of the Hospital, including, but not limited, hospital patient records and patient clinical records;

“Personal Information” has the meaning given by the applicable privacy legislation in effect from time to time; and

“Public Knowledge” means information that is generally known in the trade or business in which the Foundation and/or the Hospital is engaged, or is otherwise easily accessible through lawful, non-confidential sources.

“Standards” are rules or principles that provide guidance to appropriate behaviour and/or give direction or advice about a decision or course of action.

“Supplier” means any person, group of persons, firm or corporation, who is providing or seeking to provide, goods or services to the Foundation. This includes contractors, consultants and agents.

## SCHEDULE “B”

### MEMBER DISCLOSURE OF CONFLICT OF INTEREST OR POTENTIAL CONFLICT OF INTEREST

1. I am directly or indirectly involved in another business or employment, which may give rise to or is at present in conflict with, or potential conflict with, the best interests of the Foundation.

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2. I have direct or indirect investment, business involvements or relationships, which may give rise to or is at present in conflict with or potential conflict with the best interests of the Foundation.

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3. I currently have obligations, significant relationships and and/or a leadership role with the following charitable or non-profit organizations. Is there anything that will preclude you from performing your role in fundraising?

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4. Other possible conflicts:

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Member's Signature

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Member's Name

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Date