# CONFLICT OF INTEREST AND/OR COMMITMENT

GCWP E85



### General Conference of Seventh-day Adventists



## STATEMENT OF ACCEPTANCE—CONFLICT OF INTEREST POLICY

THIS DECLARATION applies, to the best of my knowledge, to all members of my immediate family (spouse, children, and parents) and its provisions shall protect any organization affiliated with or subsidiary to the General Conference 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 General Conference of Seventh-day Adventists.

- 1. I have read the Statement of Ethical Foundations and the policy on Conflict of Interest and/or Commitment
- 2. I am in compliance with General Conference of Seventh-day Adventists' policy on Conflict of Interest Except as disclosed below.
- - a. Neither I nor my family has a financial interest or business relationship which competes with or conflicts with the interests of the General Conference of Seventh-day Adventists.
  - b. 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 General Conference of Seventh-
  - c. Neither I nor my family receive/received any payments or gifts, monetary or non-monetary (other than of nominal value) from other denominational entities, suppliers, or agencies doing business with the
  - d. Neither I nor my family serve/have served as an officer, director, trustee, or agent of any organization affiliated with or subsidiary to the General Conference of Seventh-day Adventists in any decisionmaking process involving financial or legal interests adverse to the General Conference of Seventh-day Adventists.

I Have Disclosures	* C Yes
	© No
Name of Signer*	If the name below is not yours, please contact the person who sent you the link you used to open this for Moorooven, Hensley M
Typed Name*	Rease type your name in the field below. Hensley M. Moorooven
Organization and Position *	Rease enter the organization you work for followed by your job title.  GC Undersecretary

# **OBJECTIVE OF PRESENTATION**

Explain and promote the "four Ds" of Conflict of Interest

- 1. Define
- 2. Disclose
- 3. Determine
- 4. Document



Terms of Services American Survices American Sur Facebook or the other products and services covered by these Terms. Instead, businesses and organizations pay us to show you adds for their products, you agree that we can show you add storn their products and services. By using our Products, you agree that we can show you adds for their products and services. By using our Products, and we don't sale use your personal data to help determine which adds to show you. We don't sell your personal data to devertisers, and we don't share information that directly identifies you (such as your name, email address or other contact information) with advertisers unless you give us specific permission. Instead, advertisers can tell us things like the kind of audience they want to see their ads, and we show those ads to people who may be interested. We provide advertisers with reports about the performance of their ads that help them understand how people are interacting with their content. See Section 2 below to learn more. Our Data Policy explains how we collect and use your personal data to determine some of the ads you see and provide all of the other services described below. You can also go to your settings at any time to review the privacy choices you have about how we use your data.

Our mission is to give people the power to build community and bring the world closer together. To help advance this mission, we provide the Products and services described below to you: Provide a personalized experience for you. Your experience on Facebook I sank the products and services described below to you: Provide a personalized experience for you. Your experience on Facebook I sank the products and services described below to you: Provide a personalized experience for you. Your experience on Facebook I sank the products and services described below to you. Provide a personalized experience for you. Your experience on Facebook I sank the products and services described below to you. Provide a personalized experience for you. Your experience on Facebook I sank the products and services described below to you. Provide a personalized experience for you. Your experience on Facebook I sank the products and services described below to you. Provide a personalized experience for you. Your experience on Facebook I sank the products and services described below to you. Provide a personalized experience for you. Your experience for you. Your experience for you. Your experience for you. You experience for you was a final your experience for you was a final you was a final your experience for you was a final your experience for you was a final you was a and search. We use the data we have - for example, about the connections you make, the choices and settings you select, and what you share and do on and off our Products - to personalize your experience. Connect you with people, groups, businesses, organizations, and others that matter to you across the Meta Products you use. We use the data we have to make suggestions for you and others - for example, groups to join, events to attendFacebook Pages to follow or send a message to, shows to watch, and people you may want to become friends with. Stronger ties make for better communities, and we believe our services are most useful when people are connected to people, groups, and organizations they care about. Empower you to express yourself and communicate about what matters to you. There are many ways to express yourself on Facebook and to communicate with friends, family, and others about what matters to you - for example, sharing status updates, photos, video to create and share more expressive and engaging content on Meta Products. Help you discover content, products, and others about what matters to you - for example, sharing status updates, photos, video to create and share more expressive and engaging content on Meta Products. Help you discover content, products, and services that may interest you. We show you ads, offers, and other soonsored content to help you discover content to help you discover content, products, and services that are offered by the many businesses and orea not support our community. People will only build community on Meta Products if they feel safe. We employ dedicated teams around the world and develop advanced technical systems to detect misuse of our Products, harmful conduct towards others, and situations where we may be able to help support or protect our community. If we learn of content, removing or restricting access to certain features, disabiling an account, or contacting law enforcement. We share data with other Meta Companies when we detect misuse or harmful conduct by someone using one of our Products. Use and develop advanced technologies to provide safe and functional services for everyone. We use and develop advanced technologies - such as artificial intelligence, machine learning systems, and augmented reality - so that people can use our Products. Safely regardless of physical ability or geographic location. For example, technology like this helps people who have visual impairments understand what or who is in photos or videos shared on Facebook or Instagram. We also build soohisticated network and communication technology to help more people connect to the internet in areas with limited access. And we develoo automated systems to improve our ability to detect and remove abusive and the integrity of our Products. Research ways to make our services better: We engage in research to develoo, test, and improve our Products. This includes analyzing the data we have about our users and understanding how people use our Products. 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 through Messenger. Enable global accress to our services: To operate our global service, we need to store and distribute content and data in our data enters 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 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 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 FacebookWhen 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 myone else (without our permission). We try to make 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 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 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 usWe need certain permissions from you to provide our services in any such content that you reate 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 awith 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 nonexclusive, 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 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 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 a cross our Products, without any compensation to you. For example, we may show your friends that you are interested in an advertised eyent or have liked a Facebook. Ads like this can be seen only by people who have your germission 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 download or use our software, you give us permission to download and install updates to the software where available.

### 4. Limits on using our intellectual property

If you use content covered by intellectual property rights that we have and make available in our Products (for example, images, designs, videos, or sounds we provide that you add to content you create or share on Facebook), we retain all rights to that content (but not yours). You can only use our copyrights or trademarks (or any similar marks) as expressly permitted by our Brand Usage Guidelines or with our prior written permission. You must obtain our written permission. under an open source license) to modify, create derivative works of, decompile, or otherwise attempt to extract source code from us

### 4. Additional provisions 1. Updating our Terms

We work constantly to improve our services and develop onew features to make our Products better for you and our community. As a result, we may need to update these Terms and eive you an opportunity to review them before they go into effect. Once any updated Terms are in effect, you will be bound by them if you continue to use

We hope that you will continue using our Products, but if you do not agree to our updated Terms and no longer want to be a part of the Facebook community, you can delete your account at any time.

### 2. Account suspension or termination

We want Facebook to be a place where people feel welcome and safe to express themselves and share their thoughts and ideas.

If we determine that you have clearly, seriously or repeatedly breached our Terms or Policies, including in particular our Community Standards, we may suspend or permanently disable access to your account. We may also suspend or disable your account if you repeatedly infringe other people's intellectual property rights or where we are required to do so for legal reasons,

Where we take such action we'll let you know and explain any options you have to request a review, unless 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; or where we are restricted due to technical limitations; or where we are prohibited from doing so for legal reasons.

You can learn more about what you can do if your account has been disabled and how to contact us if you think we have disabled your account by mistake

### If you delete or we disable your account, these Terms shall terminate as an agreement between you and us, but the following provisions will remain in place: 3, 4.2-4.5. 3. Limits on liability

We work hard to provide the best Products we can and to specify clear guidelines for everyone who uses them. Our Products, however, are provided "as is," and we make no guarantees that they ailly function without disruptions, delays, or imperfections. To the extent permitted by law, we also DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. We do not control or direct what people and others do or say, and we are not responsible for their actions or conduct (whether online or offline) or any content they share (including offensive, inappropriate, obscene, unlawful, and other objectionable content)

We cannot predict when issues might arise with our Products. Accordingly, our liability shall be limited to the fullest extent permitted by applicable law, and under no circumstance will we be liable to you for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms or the Facebook Products, even if we have been advised of the possibility of such damages. Our aggregate liability arising out of or relating to these Terms or the Facebook Products will not exceed the greater of \$100 or the amount you have paid us in the past twelve months.

We try to provide clear rules so that we can limit or hopefully avoid disputes between you and us. If a dispute does arise, however, it's useful to know up front where it can be resolved and what laws will apply.

For any claim, cause of action, or dispute you have against us that arises out of or relates to these Terms or the Meta Products ("claim"), you agree that it will be resolved exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County, You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim, and that the laws of the State of California will govern these Terms and any claim, without regard to conflict of law provisions

These Terms (formerly known as the Statement of Rights and Responsibilities) make up the entire agreement between you and Facebook. Inc. regarding your use of our Products. They supersede any prior agreements

Some of the Products we offer are also governed by supplemental terms. If you use any of those Products, supplemental terms will be made available and will become part of our agreement with you. For instance, if you access or use our Products for commercial Terms. If you post or share content containing music, you must comply with our Music Guidelines. To the extent any supplemental terms conflict with these Terms, the supplemental terms shall govern to the extent of the conflict.

If any portion of these Terms is found to be unenforceable, the remaining portion will remain in full force and effect. If we fail to enforce any of these Terms, it will not be considered a waiver. Any amendment to or waiver of these Terms must be made in writing and signed by us. You will not transfer any of your rights or obligations under these Terms to anyone else without our consent.

You may designate a person (called a legacy contact) to manage your account if it is memorialized. Only your legacy contact or a person who you have identified in a valid will or similar document expressing clear consent to disclose your content upon death or incapacity will be able to seek disclosure from your account after it is memorialized.

These Terms do not confer any third-party beneficiary rights. All of our rights and obligations under these Terms are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise. You should know that we may need to change the username for your account in certain circumstances (for example, if someone else claims the username and it appears unrelated to the name you use in everyday life)

We always appreciate your feedback and other suggestions about our products and services. But you should know that we may use them without any restriction or obligation to compensate you, and we are under no obligation to keep them confidential

We reserve all rights not expressly granted to you.

Return to top •5. Other terms and policies that may apply to you

Community Standards: These guidelines outline our standards regarding the content you post to Facebook and your activity on Facebook and other Meta Products.

•Commercial Terms: These terms apply if you also access or use our Products for any commercial or business purpose, including advertising, operating an app on our Platform, using our measurement services, managing a group or a Page for a business, or selling goods or services.

Advertising Policies: These policies specify what types of ad content are allowed by partners who advertise across the Meta Products.

• Self-Serve Ad Terms: These terms apply when you use self-serve advertising interfaces to create, submit, or deliver advertising or other commercial or sponsored activity or content.

• Facebook Pages, Groups and Events Policy: These guidelines apply if you create or administer a Facebook Page, group, or event, or if you use Facebook to communicate or administer a promotion. Meta Platform Terms; These guidelines outline the policies that apply to your use of our Platform (for example, for developers or operators of a Platform application or website or if you use social plugins).

Developer Payment Terms: These terms apply to developers of applications that use Facebook Payments

Community Payment Terms: These terms apply to payments made on or through Meta Products.

•Commerce Policies: These guidelines outline the policies that apply when you offer products and services for sale on Facebook.

•Meta Brand Resources: These guidelines outline the policies that apply to use of Meta trademarks, logos, and screenshots.

• Music Guidelines: These guidelines outline the policies that apply if you post or share content containing music on Meta Products.

·Live Policies: These policies apply to all content broadcast to Facebook Live.

Date of Last Revision: January 4, 2022

### **General Conference of Seventh-day Adventists**



### STATEMENT OF ACCEPTANCE—CONFLICT OF INTEREST POLICY

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- I am in compliance with General Conference of Seventh-day Adventists' policy on Conflict of Interest and/or Commitment as printed above.
- 3. Except as disclosed below,
  - a. Neither I nor my family has a financial interest or business relationship which competes with or conflicts with the interests of the General Conference of Seventh-day Adventists.
  - b. 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 General Conference of Seventh-day Adventists.
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# DEFINE





## GCWP DEFINITION OF CONFLICT OF INTEREST - E 85 05

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.



## GCWP DEFINITION OF CONFLICT OF COMMITMENT - E 85 05

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.



# BEST INTEREST OF THE ORGANIZATION

OR

PERSONAL INTEREST



# BEST INTEREST OF THE ORGANIZATION

**PERSONAL INTEREST** 







## SITTING ON MULTIPLE BOARDS - E 85 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.

## 2020 AMENDMENT TO GCWP - E 85 05

Individuals, who by virtue of their position or based on their place of employment are invited to serve as members on boards/committees of entities/organizations that are not listed in the Seventh-day Adventist Yearbook, must secure approval from their relevant governing body/administrative committee and disclose their membership on such boards/committees.







## REVIEW PROCESS FOR COI

E 85 30 Review Process for Conflicts of Interest and/or Commitment—The officer or human resource/personnel office that receives the report of a conflict or potential conflict shall inform the employee's supervisor and shall have the matter reviewed by the appropriate employing authority or by the committee assigned to review such matters. If the disclosure has come from a third party, the officer or human resource/personnel office shall inform the employee concerned and shall give the employee an opportunity to submit any information which may help in the review of the reported conflict. The decision of the employing authority or review committee as to whether or not a conflict exists shall be communicated to the employee in writing.





## **ACTIONABLE ADVICE**

- 1. Conflict of interest should be a regular item on every board agenda and periodically discussed by the whole board/committee.
- 2. Be proactive in requiring every employee of our organization to complete and submit a Conflict of Interest and/or Commitment form on an annual basis.

