

**UNIVERSITY OF GEORGIA RESEARCH FOUNDATION, INC.**

**CONFLICT AND DISCLOSURE OF INTEREST POLICY**

1. **Definitions.** As used in this Policy:

(a) **Definition of Covered Person.** “Covered Person” means each Director of the University of Georgia Research Foundation, Inc. (“UGARF”), each Officer of UGARF, and each member of a Committee.

(b) **Definition of Committee.** “Committee” means each UGARF committee that has the authority to bind UGARF or otherwise has powers assigned by the UGARF Board of Directors.

(c) **Definition of a Conflicting Interest.** “Conflicting Interest” means the interest a Covered Person has respecting a transaction effected or proposed to be effected by UGARF (or by a subsidiary of UGARF or any other entity in which UGARF has a controlling interest) if:

(1) Whether or not the transaction is brought before the UGARF Board of Directors, the Executive Committee, or any Committee for action, to the knowledge of the Covered Person at the Time of Commitment, the Covered Person or a Related Person is a party to the transaction or has a beneficial financial interest in, or is so closely linked to, the transaction and the transaction is of such financial significance to the Covered Person or a Related Person that it would reasonably be expected to exert an influence on the Covered Person’s judgment if the Covered Person were called upon to vote on the transaction; or

(2) The transaction if brought (or is of such character and significance to UGARF that it would in the normal course be brought) before the UGARF Board of Directors, the Executive Committee, or any Committee for action and, to the knowledge of the Covered Person at the Time of Commitment, any of the following persons is either a party to the transaction or has a beneficial financial interest so closely linked to the transaction and of such financial significance to that person that it would reasonably be expected to exert an influence on the Covered Person’s judgment if the Covered Person were called upon to vote on the transaction: (i) an entity (other than UGARF or any direct or indirect subsidiary of UGARF or any entity controlled by, controlling, or under common control with UGARF) of which the Covered Person or a Related Person is a director, general partner, agent, or employee; (ii) a person that controls one or more of the entities specified in division (i) of this subparagraph or an entity that is controlled by, or is under common control with, one or more of the entities specified in division (i) of this subparagraph; or (iii) an individual who is a general partner, principal, or employer of the Covered Person or the Related Person.

(d) **Definition of Covered Person’s Conflicting Interest Transaction.** “Covered Person’s Conflicting Interest Transaction” means a transaction effected or proposed to be

effected by UGARF (or by a subsidiary of UGARF or any other entity in which UGARF has a controlling interest) respecting which a Covered Person has a Conflicting Interest.

(e) Definition of Related Person. “Related Person” of a Covered Person means:

(1) The spouse (or a parent or sibling thereof) of a Covered Person or a child, grandchild, sibling, parent (or spouse of any thereof), or an individual having the same home as the Covered Person, or a trust or estate of which an individual specified in this subparagraph is a substantial beneficiary; or

(2) A trust, estate, incompetent, conservatee, or minor of which a Covered Person is a fiduciary.

(f) Definition of Required Disclosure. Except as provided below, “Required Disclosure” means disclosure to other persons voting on the transaction by the Covered Person who has a Conflicting Interest of (1) the existence and nature of the Covered Person’s Conflicting Interest, and (2) all facts known to the Covered Person respecting the subject matter of the transaction that an ordinarily prudent person reasonably would believe to be material to a judgment as to whether or not to proceed with the transaction. If a Covered Person has a Conflicting Interest respecting a transaction, but neither he nor a Related Person of the Covered Person is a party thereto, and if the Covered Person has a duty under law or professional canon, or a duty of confidentiality to another person, respecting information relating to the transaction such that the Covered Person cannot, consistent with that duty, make a disclosure as defined in the preceding sentence, then the actions required by Sections 2(a) and 3(a) below shall be sufficient for purposes of the Required Disclosure, if the Covered Person discloses to other persons voting on the transaction the existence and nature of such person’s Conflicting Interest and informs them of the character of the limitations imposed by that duty prior to their vote on the transaction.

(g) Definition of Time of Commitment. “Time of Commitment” respecting a transaction means the time when the transaction is consummated or, if made pursuant to contract, the time when UGARF (or its subsidiary or the entity in which it has a controlling interest) becomes contractually obligated so that its unilateral withdrawal from the transaction would entail significant loss, liability, or other damages.

## 2. Procedures to Determine Whether a Conflicting Interest Exists.

(a) Any Covered Person who believes that he or she may have a Conflicting Interest must:

(1) Make the Required Disclosure under Section 1(f); and

(2) Play no part, directly or indirectly, in the deliberation or vote of (A) the UGARF Board of Directors or (B) the Executive Committee or any Committee with respect to the determination of whether a Conflicting Interest exists; and

(3) Must absent himself or herself from the meeting at which the potential Conflicting Interest is discussed.

(b) In the event any Covered Person has reasonable cause to believe that another Covered Person has failed to disclose an actual or potential Conflicting Interest, the Covered Person with such belief must inform the other of the basis for their belief and afford them an opportunity to explain the alleged failure to disclose to the other Covered Persons voting on the transaction. If the Covered Person who is alleged to have failed to disclose a Conflicting Interest refuses the opportunity to explain the alleged failure, or if, after hearing the response of the said Covered Person and making such further investigation as may be warranted in the circumstances, the other Covered Persons voting on the decision determine that the Covered Person has failed to disclose a potential or actual Conflicting Interest, they shall take appropriate corrective and disciplinary action.

(c) The minutes of the meeting of the UGARF Board of Directors or the Committee at which a potential Conflicting Interest or an alleged failure to disclose a potential or actual Conflicting Interest is discussed shall include the following:

(1) The names of the persons who disclosed or who were alleged to have failed to disclose a potential or actual Conflicting Interest, the nature of the potential or actual Conflicting Interest, and whether the Board or Committee, as applicable, determined there was a Conflicting Interest; and

(2) The names of the persons who were present for discussions and votes relating to the determination of whether a Conflicting Interest exists; the general content of such discussions; and a record of the vote.

3. **Procedures When a Conflicting Interest Has Been Determined to Exist.**

(a) Any Covered Person who has a Conflicting Interest must:

(1) Make the Required Disclosure under Section 1(f); and

(2) Play no part, directly or indirectly, in the deliberation or vote of (A) the UGARF Board of Directors or (B) any Committee with respect to such transaction; and

(3) Must absent himself or herself from the meeting at which the potential Conflicting Interest is discussed.

(b) In order for the UGARF Board of Directors or a Committee to proceed with a Conflicting Interest Transaction, it must determine, by a majority vote of the non-interested members present at a meeting of a quorum of its members, that the transaction or arrangement is in UGARF's best interests, is for its own benefit, and is fair and reasonable to UGARF.

(c) The minutes of the meeting of the UGARF Board of Directors or a Committee at which the transaction is discussed shall include the following:

(1) The names of the persons who disclosed a Conflicting Interest and the nature of the Conflicting Interest; and

(2) The names of the persons who were present for discussions and votes relating to the transaction or arrangement; the content of such discussions, including any alternatives to the proposed transaction or arrangement; and a record of the vote.

4. **Annual Disclosure of Interests.** This Conflict and Disclosure of Interest Policy shall be distributed annually to each Covered Person, and each Covered Person shall complete and submit annually to the Chair of the UGARF Board of Directors, or his or her designee, the Disclosure of Interest and Confidentiality Statement attached hereto as Appendix I.

5. **Violation of Conflict of Interest Procedures.**

(a) Whenever any Covered Person has reason to believe that there has been a violation of this Conflict and Disclosure of Interest Policy, such Covered Person will promptly report such potential violation to the UGARF Board of Directors.

(b) Upon learning that a Covered Person may have violated the provisions of this Conflict and Disclosure of Interest Policy, the UGARF Board of Directors shall form a special committee, which shall investigate any reported violations. The specially appointed committee shall conduct such investigation as is warranted in the circumstances to determine whether a violation in fact occurred, and if so, whether such violation was willful. At the conclusion of the investigation, the committee shall prepare a report to the UGARF Board of Directors containing its findings and describing the process of investigation.

(c) Upon receipt of such committee's report, the UGARF Board of Directors (excluding the person whose actions are being investigated) shall take appropriate corrective action, which may include but is not limited to exoneration, censure, or request of resignation from the UGARF Board of Directors and/or any Committee.

6. **Relation to Georgia Statute.** This Conflict and Disclosure of Interest Policy is intended to be consistent with the provisions of O.C.G.A. § 14-3-860 et seq. (the "Statute"); however, to the extent that this Conflict and Disclosure of Interest Policy imposes a higher standard of conduct than any provision of the Statute, as it may from time to time be amended, the higher standard shall govern.

7. **Relation to Ethics Policy and Code of Conduct.** This Conflict and Disclosure of Interest Policy is intended to be complied with under the umbrella of the provisions of the University System of Georgia Ethics Policy and included Code of Conduct applicable to governing boards of cooperative organizations of UGA. This policy is located at <http://www.usg.edu/compliance/ethics>.

Effective March 20, 2009

## APPENDIX I

### UGARF DISCLOSURE OF INTEREST AND CONFIDENTIALITY STATEMENT

1. Name: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. Profession, Business, or Occupation: \_\_\_\_\_
4. Principal Employer or Firm: \_\_\_\_\_
5. Title or Position: \_\_\_\_\_
6. On a separate sheet:
  - a. Identify fully and explain any business relationships, transactions, or contracts between UGARF and yourself or any Related Person in which you or such Related Person have a substantial interest;
  - b. Identify fully and list any other activities in which you or any Related Person are engaged that may constitute a Covered Person's Conflicting Interest Transaction as to UGARF; and
  - c. Identify the monetary value to you or any Related Person resulting from the relationships, transactions, contracts or activities listed in response to paragraphs a and b above.

By the execution of this Disclosure of Interest and Confidentiality Statement, I hereby certify that I have received and read a copy of the of University of Georgia Research Foundation, Inc. Conflict and Disclosure of Interest Policy ("Policy") and that I will abide by its terms; to the best of my knowledge, the foregoing information is complete and accurate; and I will promptly report to the Chair of the UGARF Board of Directors, or his or her designee, any circumstance in the future that may cause the information provided herein to be incomplete or inaccurate. All capitalized terms not defined herein shall have the meaning ascribed thereto in the Policy.

### CONFIDENTIALITY STATEMENT.

I hereby acknowledge that, as a Director or Officer of UGARF, or member of a Committee, I have access to non-public information of UGARF, including, but not limited to, information relating to UGARF's finances, business plans, policies, and other proprietary information (collectively, "Confidential Information"). I further acknowledge that UGARF at all times is and will remain the owner of the Confidential Information, and I hereby agree to preserve the confidentiality of all such Confidential Information. I hereby certify that I have not used the Confidential Information for my own or any Related Person's benefit and that I have not disclosed Confidential Information to any third party without the written consent of UGARF. Further, I hereby agree that I will not use the Confidential Information for my own or any Related Person's benefit and that I will not disclose Confidential Information to any third party without the prior written consent of UGARF.

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

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