

Confidentiality

Reports of Concerns and investigations shall be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation. Disclosure of reports of Concerns to individuals not involved in the investigation will be viewed as a serious disciplinary offense and may result in discipline up to and including dismissal from the volunteer position or termination of employment.

For purposes of this Whistleblower Policy only, employees of the IDEC's management company who provide services directly to or on behalf of the IDEC shall be considered employees of IDEC.

Conflicts of Interest and Confidential Information Agreement

As a member ("Member") of either the Board of Directors of the Interior Design Educators Council, Inc. ("IDEC") or one of IDEC's volunteer leaders and in recognition of the Member's leadership position within IDEC, the receipt of confidential information while associated with IDEC and other good and valuable consideration, the Member agrees as follows:

Section 1. Conflicts of Interest. Each member of IDEC's Board and committees shall strive to avoid any conflict between his or her own respective individual interests and the interests of IDEC in each action taken on behalf of IDEC.

If any such person (a) stands to derive personal gain or benefit from a transaction with IDEC or (b) has any direct or indirect interest in or relationship with any individual or organization that:

- (i) may be seen as competing with the interests or concerns of IDEC; or
- (ii) proposes to render or employ services, personal or otherwise, to IDEC or to employ any members of its board, committee, or staff; or
- (iii) proposes to enter into any financial transaction with IDEC

Such person shall give immediate notice of such interest or relationship to the Board of Directors of IDEC and shall refrain from voting or otherwise attempting to affect any decision for IDEC to participate or not to participate in such transaction and the manner or terms of such participation. Once the Board of Directors is notified of a potential or actual conflict of interest the Board of Directors may determine that the person may continue his or her IDEC duties or activities, subject to appropriate limitations with regard to the conflict matter.

Minutes of appropriate meetings should reflect that such disclosure was made and that such person abstained from voting and absented him or herself from the final review and vote on the matter. However, such person should not be prevented from briefly stating his or her position on the matter or from answering pertinent questions from board or committee members or from staff if that person's knowledge on the matter may be helpful in reaching a decision.

IDEC strongly encourages each member of its Board and committees to consider all personal and professional affiliations in light of their leadership positions within IDEC.

Section 2. Statements, Actions, and Affiliations. No member of IDEC's Board of Directors or committees shall issue a report, make a public announcement or publicly advocate a position in the name of IDEC without the express approval of the Executive Committee or the Board of Directors.

Member agrees to refrain from statements and actions that are in conflict, or that may be

perceived to be in conflict, with IDEC's policies and positions unless the individual clearly states that his or her statement or action does not reflect an official position or policy of IDEC and that he or she has no authority to speak for IDEC.

All members of IDEC's Board and committees shall consider all statements, actions, and affiliations in light of their leadership positions within IDEC because such statements, actions, and affiliations may affect IDEC's public perception and credibility.

Section 3. Confidential Information. Except for necessary disclosures made in the ordinary course of the performance of Member's services to IDEC and except as is otherwise expressly authorized by IDEC in writing, Member agrees and promises that Member will not, during the term of his or her service on the Board of Directors or committee or at any time thereafter, directly or indirectly disclose or use, on Member's own behalf or on behalf of any third party, whether as an agent, officer, director, principal, consultant, or partner, confidential information of IDEC; provided, however, that this Section 3 shall not preclude Member from use or disclosure of information known generally to the public (provided that Member was not, without IDEC's consent, directly or indirectly responsible for such information becoming known generally to the public) or from disclosure required by law or court order.

Section 4. Remedies. Member acknowledges that any breach of Member's obligations under Section 3 of this Agreement would cause irreparable damage to IDEC, that such damage would be incapable of precise measurement, and that no adequate remedy at law would exist for such breach. Therefore, Member agrees that, in the event or threat of a breach of Section 3 of this Agreement by Member, IDEC shall, in addition to all other remedies available, be entitled to injunctive relief. Additionally, Member agrees that IDEC shall be entitled to recover from Member IDEC's costs and expenses, including reasonable attorneys' fees, incurred in successfully enforcing this Agreement.

Section 5. Severability. Should any clause, portion, or section of this Agreement be unenforceable or invalid for any reason, such unenforceability or invalidity shall not affect the enforceability or validity of the remainder of this Agreement. Should any particular covenant in this Agreement be held unreasonable or unenforceable for any reason, including, without limitation, the time period or scope of activity covered by such covenant such covenant shall be given effect and enforced to whatever extent would be reasonable and enforceable.

Section 6. Governing Law. This Agreement shall be construed in accordance with and governed by Indianapolis law.