

## **Conflict of Interest Policy**

### **Policy Statement**

The Grant Professionals Certification Institute’s policy on disclosure of potential conflict of interest is a comprehensive policy concerning the relationships of all individuals serving the Grant Professionals Certification Institute (hereafter “the GPCI”), including members of the Board of Directors, Officers, Ex-Officio Directors, members of the administrative staff, volunteers, committee members, and professional consultants of the GPCI.

Directors, officers, ex-officio directors, administrative staff, volunteers, and other consultants shall avoid any conflict between their personal interests and the interest of the GPCI.

Furthermore, they shall avoid any situation where it would be reasonable to believe or may be perceived that the individual’s judgment, loyalty, or behavior does not protect or promote the best interests of the GPCI.

### **Purpose**

- (a) The purpose of this conflict of interest policy is to protect the integrity of the GPC Exam, as well as GPCI’s interests when contemplating entering into a transaction or arrangement that might benefit the private interests of an individual serving GPCI.
- (b) This policy is intended to supplement, but not replace, any applicable state and federal laws governing conflicts of interest applicable to nonprofit and charitable organizations.

### **General Considerations**

- (a) An individual should be particularly aware of potential conflict of interest arising from situations in which intimate knowledge of the GPC exam, administration of the GPC exam, reviewing and developing items for the item bank, and scoring of the GPC exam will or may be perceived to enhance or influence the commercial or financial fortune of a testing firm, educational or learning institution, training center, or with any other business firm or enterprise.
- (b) A potential conflict of interest may arise if an individual or an entity represented by or related to the individual may benefit directly or indirectly from training, consulting, or writing on or about the exam, preparing for the GPC exam or analyzing GPC exam results.
- (c) A potential conflict of interest may arise from situations where an entity or individual may benefit from information learned by virtue of his or her capacity or relationship with the GPCI or their ability to influence the outcome of GPC exam results.
- (d) A potential conflict of interest may arise if an individual has any power or influence to approve or disapprove a contract or transaction proposed to be entered into between the GPCI and any entity. In such cases, the individual must disclose the potential conflict of interest and not participate in the process leading to the approval or disapproval of the contract or transaction.

- (e) An individual (including volunteers and board members) who participates in the administration of the GPC exam, reviewing and developing items for the item bank, and scoring of the GPC essay exam is prohibited from participating in the development of a GPC preparation course, webinar, podcast, manual, or other type of preparatory course, curriculum, or training for a period of five years from the time of their last participation date in such activities.
- (f) An individual (including volunteers and board members) is not eligible to take the GPC exam during their term of service and for five years afterward.
- (g) The GPCI will not approve, endorse, or recommend any education or training programs or products designed or intended to prepare candidates for GPC certification.

### **Specific Considerations**

A significant relationship with an entity or person may present a conflict of interest for an individual if:

- (a) The entity or person is engaged in activities which parallel activities in which the GPCI is currently or prospectively engaged; or
- (b) The entity or person has a current or prospective relationship with the GPCI, e.g., as a supplier of goods or services or as a party to a research agreement or a license agreement; or
- (c) The entity or person has served as a GPCI staff person, board member, consultant, volunteer or committee member with specific and confidential knowledge of the GPC exam contents, GPC exam development or GPC exam administration; or
- (d) The entity or person has influence over the GPC item bank development, GPC exam administration, GPC exam scoring, or GPC exam results.

### **Duty to Disclose**

Each individual is required to fully and promptly disclose to the Board of Directors any existing or potential conflict of interest they may have, of either a personal, professional, business, or financial nature and will refrain from participation in any decision on such matter. For Board Members, this includes avoiding potential and actual conflicts of interest, as well as perceptions of conflicts of interest, including but not limited to:

- social, professional, or economic relationship with other parties that may affect his/her judgment and/or ability to act in the best interest of GPCI, its certification programs; or clients;
- material economic gain or loss from a decision made by the Board;
- position to experience material or economic gain by using confidential or proprietary information gained by his/her association with the GPCI or the GPC certification program; and
- Failure to properly disclose an actual, potential, or apparent conflict of interest.

Board members will disclose all other Boards of which they are a member and any changes of employment or other changes in qualification during their service on the GPCI's Board of Directors.

In any of these situations, the individual must promptly report in writing the facts and circumstances to the President or Vice President if the President is the individual involved in the incident. The President or Vice President shall report the facts and circumstances to the Board of Directors.

### **Procedures for Recusal**

When the Board of Directors or any committee on which a Director or an Officer serves considers a contract or transaction or any other step that raises a potential conflict of interest for a Director or Officer, that individual must promptly disclose the potential conflict in writing by letter or email to the President or Vice President if the President is the individual involved. No individual with a potential conflict of interest with respect to a contract or transaction or any other potential conflict of interest may vote to approve or disapprove the proposed transaction, but the individual may be counted in determining the presence of a quorum once proper disclosure has been made.

If proper disclosure has been made and if the President of the meeting determines it to be useful, the individual with a potential conflict of interest may participate in the discussion of the proposed transaction. If the conflict of interest involves the President of the meeting, he or she shall make disclosure and relinquish the chair to another member of the Board of Directors or Committee member who shall preside for the purpose of discussion and/or resolution of the matter in question.

#### *Recusal of Self*

Any Board Member may recuse himself or herself at any time from involvement in any decision or discussion in which the individual believes he or she has or may have a conflict of interest, without going through the process for determining whether a conflict of interest exists.

### **Determining Whether a Conflict of Interest Exists**

After disclosure of the potential conflict and all material facts, and after any discussion with the interested person, he/she shall leave the meeting while the determination of a conflict of interest is discussed and voted upon. The remaining members shall decide if a conflict of interest exists.

### **Procedures for Addressing the Conflict of Interest**

- (a) An interested person may make a presentation at the Board meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- (b) The President shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- (c) After exercising due diligence, the Board shall determine whether GPCI can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

- (d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in GPCI's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

### **Violations of the Conflicts of Interest Policy**

- (a) If the President of the Board has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- (b) If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Board determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

### **Records of Proceedings**

The minutes of the Board and all committees with board delegated powers shall contain:

- The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict, any action taken to determine whether a conflict of interest was present, and the Board or Committee's decision as to whether a conflict of interest in fact existed.
- The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, a record of any votes taken in connection with the proceedings and that the contract or transaction was approved or disapproved by others without an interest in the contract or transaction.

### **Retained Consulting Arrangements**

An individual must obtain approval by the GPCI Board of Directors before accepting retained consultant arrangements to external entities for projects which overlap the GPCI's current and prospective activities. When reporting retained consulting arrangements to the Directors, an individual shall provide the Directors with a copy of the proposed consulting agreement, and other related information as the Directors may request, by letter or email.

### **Administration**

Each individual shall sign and return a statement signifying they have received a copy of the policy, has read and understands the policy and agreed to comply with the terms of this policy by letter or email either at the time of its approval by the Board of Directors or as the individual becomes engaged in GPCI activities.

If a Director identifies problems with the implementation of this policy as it applies to GPCI, he/she shall seek advice from the full Board of Directors.

Final authority for the administration and interpretation of The Grant Professionals Certification Institute Policy on Conflict of Interest rests with the Board of Directors.

### **Procedure**

Each individual shall be given a copy of the Conflict of Interest Policy Statement at the time of its approval by the Board of Directors or when the individual becomes engaged with GPCI activities or product(s).

The following procedure shall be observed in providing copies of the Conflict of Interest Policy Statement to an individual.

- (a) Board of Directors and Officers. The President shall transmit, by letter or email, the conflict of interest policy statement to each Director and Officer.
- (b) New Board of Directors and Officers. The Board Orientation chair shall transmit, by letter or email, the conflict of interest policy statement to each Director and Officer as a part of the orientation package.
- (c) Staff, Volunteer and Consultants. The President and/or designee shall transmit, by letter or email, the Conflict of Interest Policy Statement to the appropriate individuals. The individual should then return a signed disclosure certification and commitment to ethical standards statements in a timely manner.

The transmittal by the President and/or designee to all individuals will advise each individual that it is the individual's responsibility to inform in a timely manner the President of any existing or potential conflict of interest. The transmittal must all require that each individual acknowledge receipt of the policy and agree to abide the policy in order to continue to or begin serving the GPCI. Electronic response and signature are acceptable. Failure either to promptly acknowledge receipt or agree to abide by the policy will terminate or preclude service.

Annually (as of the beginning of the fiscal year), a disclosure certification will be sent according to procedures outlined above in procedure, paragraphs (a) and (b), by transmittal to all concerned individuals requesting information about possible conflict-of-interest situations.

## GPCI CONFLICT OF INTEREST DISCLOSURE QUESTIONNAIRE

*This Conflict of Interest Disclosure Questionnaire should be filled out and signed after reading the “GPCI Conflict of Interest Policy,” amended 08/02/2018.*

THIS DISCLOSURE RELATES TO THE TIME PERIOD EXTENDING FROM

\_\_\_\_\_ THROUGH \_\_\_\_\_.

This questionnaire relates to “**Members of GPCI**” and “**affiliated persons.**” For purposes of this disclosure statement, a “member of GPCI” is an individual with a role with GPCI. Affiliated persons are those who have professional, personal, and/or financial influence over others, or vice versa, and may include family members, employees, contractors, and subcontractors, etc.

My Relationship to GPCI is (check all that apply)

- Board of Directors member
- Committee member (if not a Director)
- Staff member
- Contractor/Sub contractor
- Other, specify \_\_\_\_\_

1. Are you or any of your affiliated persons a member of any organizations with similar interests as GPCI, (other than GPA) or other credentialing organizations?

Yes  No

If yes, please list them here, including your/their position/role and identify of any such person(s) and their relationship to you:

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\_\_\_\_\_

\_\_\_\_\_

2. Do you or any of your affiliated persons have a financial interest that may be affected financially (either positively or adversely), directly or indirectly, not including compensation, as a result of GPCI procedures, policies, resolutions, purchases (of services, materials or supplies), other GPCI action, or deliberate inaction by GPCI?

Yes  No

If yes, please describe all such financial interest(s), and identify the person(s) who hold them and their relationship to you.

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3. Do you or any of your affiliated persons have a professional interest that may be affected professionally (either positively or adversely), directly or indirectly, as the result of GPCI procedures, policies, resolutions, purchases (of services, materials or supplies) other GPCI action, or deliberate inaction by GPCI?

Yes  No

If yes, please describe all such professional interest(s), and identify the person(s) who hold them and their relationship to you:

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4. Are you or any of your affiliated persons teaching classes/courses in grantsmanship or preparing candidates for the GPCI examination or speaking at GPA or other grant professional conferences or any other conference on grant related topics?

Yes  No

If yes, please describe the class/course/conference(s) including topics/outline, dates, and identify the person(s) teaching them and their relationship to you. Please add an attachment if necessary.

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5. Are you or any of your affiliated persons writing/developing any educational materials including those purporting to prepare to successfully pass the GPCI certification examination or process?

Yes  No

If yes, please describe all such material(s) and identify the person(s) writing or developing them and their relationship to you:

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6. Are you currently a member of the governing board of any other organization (including grant-related or non-grant-related organizations)?

Yes  No

If yes, please list organization name, your role on the board, and dates/term of service.

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7. Are you or any of your affiliated person(s) a party to or have an interest in any pending legal proceedings involving GPCI/GPA/GPF?

Yes  No

If yes, please describe all such proceeding(s) and identify the person(s) involved and their relationship to you:

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8. Are you or any of your affiliated persons aware of any potential conflicts of interest in the next 12 months?

Yes  No

If yes, please describe the future potential conflicts(s) and identify the person(s) involved and their relationship to you:

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9. Are you aware of any other events, transactions, arrangements or other situations that you believe ought to be disclosed to the GPCI Executive Committee in accordance with the terms and intent of the GPCI Conflict of Interest Policy?

Yes  No

If yes, please describe all such situation(s) and identify the person(s) involved and their relationship to you:

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10. Please fill out the following sections A-E.

A. List your employment within the last three years (list the most current first):

<b>Company Name</b>	<b>Your Title:</b>	<b>Start Date:</b>	<b>End Date:</b>

B. If applicable, provide the information below within the last three years about your activities related to the GPCI, GPA, GPF, or other similar organizations (hereafter referred to as “Group(s)/Event(s)”).

<b>Type</b>	<b>Explanation (role, activity name, dates of service)</b>
Leadership role or membership in organizations related to GPCI/GPA/GPF Group(s)/Event(s) (for example, GPA committee service, chapter membership)	
Participation in review activities for GPCI, GPA, GPF or other Group(s)/Event(s) topic	
Writing or reviewing a manuscript on GPCI/GPA/GPF or other Group(s)/Event(s) topic	
Consultant on GPCI/GPA/GPF or other Group(s)/Event(s) topic	
Principal Investigator or Co-Investigator on Grants/Research for GPCI/GPA/GPF or other Group(s)/Event(s) topic	
Other (please detail)	

C. List publications (articles or books) that you have authored or coauthored within the last three years related to the GPCI/GPA/GPF Group(s)/Event(s) topic:

Title of Journal/Publication:	Date:	Volume/Issue:	Pages:

D. List blogs or other website posting that you have authored or coauthored within the last three years related to the GPCI/GPA/GPF or other Group(s)/Event(s) topic:

Title:	URL:	Date:	Comment:

E. Indicate sources of income within the last three years related to GPCI activities (“Group(s)/Event(s)”):

Type	None	Money Paid to Your Employer (over \$5,000)	Money Paid to You (over \$5,000)	Money Paid to Your Spouse (over \$5,000)	Payor(s)
Board Membership					
Consulting					
Expert Testimony					

Lectures, including speaking engagements					
Editor, Author, or Co-Author of Book on Topic					
Royalties					
Payment for Development of Educational Presentations/ materials, etc.					
Principal Investigator (PI) or Co-PI on Grants Pending					
Other					



**Disclosure Certification Statement Regarding Conflict of Interest Form**

The Board of Directors of the Grant Professionals Certification Institute approved a policy regarding Conflict of Interest that provides clear direction for board and committee members as well as volunteers. The Policy establishes and describes specific situations which may be considered a conflict of interest. The policy was established through a thorough investigation of policies currently used by other non-profit and service organizations, including those related to the certification process. The Policy will be reviewed at least annually by the Board to maintain its relevance and applicability related to the ongoing work of the GPCI.

As further determined by the GPCI Board of Directors, the Policy applies to all Directors, Officers, Ex-Officio Directors, Staff, Volunteers, and other consultants. The Policy further requires that all individuals working with the GPCI—whether paid or unpaid— sign a Disclosure Certification confirming his/her review of and compliance with the Policy annually.

Your signature on this Disclosure Certification indicates you:

- (a) have received a copy of the conflict of interest policy,
- (b) have read and understand the policy,
- (c) have agreed to comply with the policy,
- (d) understand it is your responsibility to inform in a timely manner the GPCI President or his/her designee of any existing or potential conflict of interest in writing

Please return the signed form – with original or electronic signature – as noted in the initial communication from the GPCI President. Failure to agree to abide by the Policy will terminate or preclude service to the GPCI.

I have no conflicts or potential conflicts to disclose at this time.

I have the following conflicts or potential conflicts to disclose at this time:

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date (Effective Date)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Role with GPCI

## **Confidentiality**

The Grant Professional Certification Institute (GPCI) is committed to protecting confidential and/or proprietary information.

### **Definition of Confidential and Proprietary Materials**

Confidential and proprietary information includes information provided by applicants and certificants and information about the examination development, maintenance and administration process.

### **Application/Recertification Information**

Personal information submitted by applicants/certificants with an application for initial certification or recertification are considered confidential.

### **Application Status**

An individual's application status is considered confidential. GPCI does not disclose information regarding whether or not an individual has applied for certification or has taken the examination.

### **Examination Results**

Individual examination results are considered confidential. Under no circumstances will individual examination scores be reported to anyone.

Name of applicants who do not pass the examination are confidential and are not revealed under any circumstance except as required by the legal compulsory process.

### **Credential Verification**

Information on the status of an individual's certification is considered public information. Current information on an individual's certification status is published via an online registry of certificants and provided to the public via GPCI's website for public verification. Written verification requests may require specific information from the individual or requesting body to ensure correct identification of the individual in question. Employers also may receive written verification provided that GPCI has received a signed release from the certificant.

### **Research and Examination Analysis**

Aggregate scores without personally identifiable markers may be used by the GPCI Board of Directors and/or the Examination Committee to set the passing point for the examination and to analyze performance of specific test items. GPCI reserves the right to use a combination of de-identified data including, but not limited to: examination results to evaluate performance and testing and administration strategies for research and evaluation purposes. GPCI also may disseminate approved surveys and questionnaire type requests to its constituents to complete of their own will.



**Access to Confidential Information**

GPCI will not disclose any confidential applicant/certificant information except when authorized by the individual or as required by law. The confidentiality policy applies to all GPCI employees, Board of Directors, committee members, consultants, sub-contractors and other individuals who are permitted access to confidential information.

**Confidentiality Agreements**

Any individual who will have access to confidential and/or proprietary information must sign the GPCI Nondisclosure Aggrement, before having access to any confidential and/or proprietary information.

Policy Number: 8.00001  
Approved: 10/01/2007, 08/02/2018



### Nondisclosure Agreement

This Nondisclosure Agreement (the "Agreement") is entered into by and between the Grant Professionals Certification Institute (GPCI) and \_\_\_\_\_, located at \_\_\_\_\_ for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain confidential information ("Confidential Information").

1. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could cause negative outcomes to the GPCI in the event it is disclosed. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall indicate that the oral communication constituted Confidential Information.

2. Exclusions from Confidential Information. The Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3. Obligations of Receiving Party. The Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

4. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

I agree to uphold this agreement as I serve GPCI in the following capacity:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date (Effective Date)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Serving GPCI in this Capacity

Policy Number: 8.00001  
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## Copyright Assignment Form

As a member of a board, committee, subcommittee, task force or like work group of the Grant Profession Certification Institute (GPCI) that assists GPCI and others in the development, modification and refinement of programs, publications, products, services, procedures, policies and related materials (collectively, the “Intellectual Property”), I, \_\_\_\_\_, hereby assign to GPCI ownership of all the copyrights (and all rights subsumed thereunder) in and to all my contributions to the Intellectual Property. In addition, I hereby waive any all rights of attribution with respect to the GPCI’s use of the Contributions, except when otherwise stated in a written contract.

Signature \_\_\_\_\_

Date \_\_\_\_\_