

## BOARD OF REGENTS & VOLUNTEER CODE OF CONDUCT

### Our Mission

Being the trusted leader in veterinary education, discovery and medical excellence.

### Our Values

Inclusion – creating a diverse community where everyone is equal and belongs.

Integrity – fostering honesty and trust and adhering to the highest standards of professionalism.

Connection – being part of a supportive network with shared experiences and priorities.

Empathy – relating to others with kindness and humanity.

Excellence – committing to continuous improvement, for us and our profession.

### Principles of Conduct

An effective Board or volunteer member provides good governance and leadership by:

- Understanding its role and responsibilities
- Working well both as individuals and as a team
- Ensuring delivery of organizational purpose
- Exercising appropriate control
- Guiding with integrity by being open and accountable
- Proactive communication and respectful interactions with the staff of the organization

### Conduct Expectations

- I will abide by the terms of the ACVIM Code of Conduct, ACVIM bylaws, Volunteer Confidentiality and Copyright Release Agreements, Conflict of Interest Statements, and applicable policies and procedures.
- I will support the objectives and mission of the ACVIM, championing it, using any skills or knowledge I have to further that mission and seeking expert advice where appropriate.
- I will respect organizational, Board, and individual confidentiality, while never using confidentiality as an excuse not to disclose matters that should be transparent and open.
- I will seek to understand how the work of my committee or task force fits within the overall mission and strategy.
- I will use the ACVIM's resources responsibly, and when claiming expenses will do so in line with the ACVIM volunteer reimbursement policy.
- I will attend all appropriate meetings or give notice of absence.
- I will prepare fully for all meetings. I will actively engage and participate in discussion and decision making.
- I acknowledge that well-informed, constructive criticism is essential to the operation of a healthy board and committee. As an engaged Board or Volunteer member, I will voice concerns in a constructive, professional and sensitive manner. It is my responsibility to respect and publicly support the majority decisions of the Board and committees once a decision is made.
- I recognize that the roles of Board, volunteers and staff of the ACVIM are different. I will seek to understand and respect the differences between each role.

- I will not make public comments about the organization on an official basis unless authorized to do so.

### **Conflicts of Interest**

- I will not gain materially or financially from my involvement with the ACVIM unless specifically authorized to do so.
- I will act in the best interests of the ACVIM as a whole, and not as a representative of any group; considering what is best for the ACVIM and its present and future beneficiaries, avoiding bringing the ACVIM into disrepute.
- Unless authorized, I will not put myself in a position where my personal interests conflict with my duty to act in the interests of the organization. Where there is a conflict of interest, I will ensure that this is managed effectively in line with the ACVIM policy.
- I understand that a failure to declare a conflict of interest may be considered to be a breach of this code.

### **Resignation**

- If I wish to cease being a Board Member or Volunteer of the ACVIM at any time, I will inform the Board or Committee Chair in advance (giving as much notice as possible) in writing, stating my reasons for leaving.
- If I am concerned that I may be in breach of this policy, I will bring it to the attention of the ACVIM CEO, Chair of the Board of Regents, or chair of my committee or task force.
- I understand that substantial breach of any part of this code may result in actions that result in my removal from the Board or committee, acknowledging that such action will be guided by the ACVIM bylaws or applicable laws or policies. being asked to resign from the Board or committee. I will accept the majority decision of the Board in such matters and resign at the earliest opportunity.

I have read and will abide by this Code of Conduct and the documents named therein.

Signed \_\_\_\_\_

Name (printed) \_\_\_\_\_

Date \_\_\_\_\_

*Updated September 12, 2025*

## VOLUNTEER CONFIDENTIALITY, CONFLICT OF INTEREST AND COPYRIGHT RELEASE AGREEMENT

THIS CONFIDENTIALITY, CONFLICT OF INTEREST AND COPYRIGHT RELEASE AGREEMENT (this "Agreement") is between the American College of Veterinary Internal Medicine ("ACVIM") and the undersigned committee member or other volunteer with ACVIM ("Volunteer").

1. Volunteer recognizes their duty to preserve and protect proprietary information of ACVIM which relates to its current and future plans and programs.
2. Volunteer acknowledges that ACVIM information, including but not limited to that which is defined below, or is otherwise used in the development of educational offerings, the development or delivery of exams or determining board certification, or any other product or service, is copyrighted and confidential, and is created solely for use by the ACVIM for whatever purposes they deem in the best interest of the organization.
3. Volunteer agrees to treat confidentially any Confidential Information (as defined below) that Volunteer receives or to which they are exposed.
4. Volunteer agrees that all decisions are to be made solely based on the desire to promote the best interests of ACVIM. Any effort by a volunteer to realize personal gain, directly or indirectly, at the expense of ACVIM is in violation of the ACVIM Volunteer Code of Conduct and applicable policies.
5. Volunteer understands that any Work Product (as defined below) Volunteer may create as part of or in furtherance of their volunteer position with ACVIM shall be owned by ACVIM.

In consideration for being accepted as and maintaining their volunteer position with ACVIM, Volunteer agrees as follows:

1. **Confidential Information.** For purposes of this Agreement, the term "Confidential Information" means any information that is disclosed by ACVIM to Volunteer, or is otherwise learned or acquired by Volunteer during the course of Volunteer's services to ACVIM, either directly or indirectly, in writing, orally or by inspection of tangible and intangible objects, and whether stored on any tangible medium or memorialized by Volunteer, including, but not limited to: the existence of any other agreements or other potential agreements entered into by or on behalf of ACVIM, proprietary information of ACVIM, information related to the business, processes, financial results, methods of doing business, strategies, affairs and objectives, operations, personal information or other affairs of ACVIM and ACVIM's officers, regents, volunteers, and staff, Work Product, exhibitor and attendee lists, vendor lists, member information and member lists, customer lists, marketing plans and materials, price lists and related analyses, strategic partner activities, future or contemplated plans or programs, market analyses, financial information, business plans, employee compensation information, organizational structure, reports, strategic plans, e-commerce activities, intellectual property rights, systems, programs, techniques, know-how, software, works of authorship, contracts and licenses, pricing methods or other similar information, as well as any copies,

reproductions, summaries, extracts, analyses, studies or other derivative works prepared by ACVIM or its representatives incorporating or developed from the Confidential Information. Confidential Information also includes any information that has been made available to ACVIM by any third party and which ACVIM is obligated to keep confidential. Notwithstanding the foregoing, if any Confidential Information becomes generally available to the public other than as a result of a breach by the Volunteer of their obligation not to disclose such Confidential Information, the same shall no longer be considered Confidential Information for purposes of this Agreement. In addition, the term Confidential Information shall not include information, technical data or know-how which (i) is in the public domain at the time of receipt, (ii) is expressly approved by ACVIM, in writing, for release, (iii) comes into the possession of the Volunteer from a third party that was not, to the Volunteer's knowledge, subject to any confidentiality restriction, or (iv) is independently developed by the Volunteer without reference to the Confidential Information.

ACVIM owns all rights with respect to its Confidential Information and no right, express or implied, is conveyed to the Volunteer by the disclosure of the Confidential Information made by ACVIM.

2. **Prohibition against Disclosure or Use.** Volunteer shall use the Confidential Information only for the purpose of conducting the business and affairs of ACVIM. Except as otherwise provided herein, Volunteer shall not disclose to any third party any Confidential Information concerning ACVIM or appropriate any such Confidential Information for Volunteer's use or benefit or for the use or benefit of any third party. Volunteer agrees that Volunteer shall not disclose to any person or entity, any such Confidential Information without the prior written consent of ACVIM.
3. **Protection of Exam Materials.** Volunteer shall not duplicate, reconstruct, write down, record, post electronically, make any type of record of any part of any examination at any time for use by either the undersigned or any other persons (including other ACVIM Candidates or Diplomates. Volunteer shall not verbally disseminate, divulge, or discuss either verbatim, in general terms or otherwise any aspect of question/form development or makeup, grading details, pass rates, cut scores or anything in relation to ACVIM examinations except with fellow committee members and permission of the ACVIM /psychometric partners. Volunteer shall maintain security of all exam materials at all times and agrees not to print hard copies of exams or exam materials.
4. **Return of Confidential Information.** Immediately upon demand by ACVIM, the Volunteer shall either deliver to ACVIM any Confidential Information and copies thereof which are then in the possession of the Volunteer or destroy such Confidential Information, as directed by ACVIM.
5. **Required Disclosure.** If Volunteer becomes legally compelled to disclose any Confidential Information, Volunteer shall immediately notify ACVIM so that ACVIM may, at its option, seek a protective order or other appropriate remedy or waive compliance with this Agreement.
6. **Conflict of Interest.** Volunteer agrees to disclose any actual or perceived conflicts of interest. If there are any questions whether an actual or perceived conflict exists,

volunteer shall encouraged to consult with the ACVIM Chief Executive Officer (“CEO”). Any volunteer who becomes aware of a conflict or potential conflict should bring it to the attention of the CEO, who may seek the advice of legal counsel as needed.

7. **Work For Hire.** All work product, files, documents, artwork, computer records, materials, research, composition, work of authorship, computer program, technology, product, device, technique, know-how, method, process, procedure, improvement, discovery or invention, whether or not patentable or copyrightable and whether or not reduced to practice, that is produced or obtained by Volunteer in furtherance of Volunteer’s work performed for or on behalf of ACVIM (“**Work Product**”) are works for hire and shall become and remain the exclusive property of ACVIM. Volunteer (a) assigns all of these rights to ACVIM now to the extent permitted by law; (b) will assign any other such rights to ACVIM in the future; (c) will promptly execute and deliver all documents and take other actions that ACVIM or its legal counsel reasonably request to realize these assignments. Volunteer warrants that Volunteer shall not breach any copyright or other third-party rights in producing any Work Product.
8. **Governing Law.** This Agreement shall be interpreted, construed, and governed according to the laws of the State of Illinois.
9. **Term of Agreement.** This Agreement may not be changed except by a writing signed by both parties. This Agreement shall be effective as of the date set forth below and the obligations hereunder shall continue perpetually.  
*[signature page to follow]*

IN WITNESS WHEREOF, the undersigned Volunteer has executed this Confidentiality, Conflict of Interest and Copyright Release Agreement on the dates set forth below.

**Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**E-Mail:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
  
**Date:** \_\_\_\_\_