



IICRC Committee and Task Force Membership Application and Agreement

Name: _____ Date: _____

Company: _____ Work Phone: _____

Address: _____ Home Phone: _____

City: _____ State: _____ Zip: _____ Fax: _____

Cell Phone: _____ E-mail: _____

Applying for (check one): Regular Member Advisory Member

Definitions: See Attached Definitions and Guidelines incorporated herein fully by this reference.

Please attach additional sheets when necessary to fully answer this Application.

Committee or Task Force applying for: _____

If Task Force, do you intend to instruct in the subject? _____

Proposed Alternate if unable to attend meetings (if applicable): _____

Proposed Organization to be represented by Applicant (if applicable): _____

Why do you want to serve on this committee or task force: _____

Describe areas of interest: _____

Describe areas of expertise: _____

Describe related qualifications, training, education, work and/or teaching experience: _____

Potential Sources of Bias and Conflict of Interest

(Note: Qualified candidates will generally have information pertinent to this section)

Organizational Affiliations. Disclose **relevant** present, past, or planned business relationships (e.g., employee, owner, officer, director, consultant, etc.) and **relevant** remunerated or volunteer non-business relationships (e.g., professional organizations, trade associations, public interest groups, etc.). Disclose any sources of funding for your time and/or expenses to participate in the activities applied for. Disclose any sources of your income for professional activities related to the subject matter of the activities applied for within the last two years: _____



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Public Statements and Positions. List **relevant** public statements and positions (e.g., books, articles, testimony, speeches, presentations, etc.) by date, title, topic, location, and publication in which they appeared, if any. Provide a brief description of **relevant** positions of any organization or groups with which you are or have been closely identified or associated related to the subject matter of the activities applied for: _____

Other Existing or Potential Conflict of Interest or Bias: _____

Note: Once elected or appointed and throughout Applicant's tenure, the Applicant must notify the subject committee or task force Chairperson in writing of any significant changes in information reported on this form or any new information relevant to questions of potential bias and conflict of interest. Failure to fully disclose is grounds for removal.

References: Name: _____ Firm: _____ Phone #: _____

Name: _____ Firm: _____ Phone #: _____

Name: _____ Firm: _____ Phone #: _____

If elected or appointed by the IICRC to serve, I agree to fully comply with the **Non-Disclosure and Confidentiality Requirements** attached and incorporated herein fully by this reference, with the rules and regulations and resolutions of the subject committee or task force, including the rules of decorum and procedure, and with the policies, procedures, and requirements of the IICRC, e.g. Antitrust policy.

If elected or appointed by the IICRC to serve, I agree to contribute at least _____ hours each month in support and furtherance of committee or task force activities; to respond to written requests within the response period; to complete assignments as agreed; to treat other participants with respect and collegiality; to fully and diligently comply with the obligations of this Agreement; and to do my best to perform and provide input that helps create growth and prosperity for the inspection, cleaning, restoration, and remediation industry.

If elected or appointed by the IICRC to serve, this application and attachments become an Agreement entered into as of the date of acceptance by the IICRC set forth below, by and between the **Institute of Inspection, Cleaning, and Restoration Certification (IICRC)** and the Applicant. If the Applicant represents an organization, the Applicant attests that they have authorization to bind the organization or will otherwise confirm and provide organizational authorization or approval before participation.

All right, title, and interest in and to any "proprietary information" and all committee and task force work product and the project itself shall be and remain vested exclusively in the IICRC. Neither this Application and Agreement nor the anticipated contributions and activities of the Applicant are intended to grant Applicant any license or right of any kind or nature with respect to the "proprietary information" or any committee or task force work product or the project itself. If elected or appointed by the IICRC to serve, the Applicant hereby grants the IICRC the non-exclusive, royalty-free rights, including non-exclusive, royalty rights in copyright, to any activities or contributions the Applicant makes to any materials or documents prepared by the subject committee or task force for IICRC publication or otherwise, and the Applicant acquires no rights in publication of such documents in which the Applicant's contributions or other similar analogous form are used. The Applicant hereby attests that they have the authority and are empowered to grant this release.



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Failure to comply with the terms and conditions of this Application and Agreement may be grounds for removal from the position or activities to which the Applicant is appointed or elected.

When this form has been completed, the Applicant and any proposed Alternate must **sign** and **date** the form. Retain a copy of this form for your records. Return the original form to:

IICRC Headquarters
Attn: Committee/Task Force Chairperson
2715 East Mill Plain Blvd
Vancouver, WA, USA
98661

Contact IICRC Headquarters (360.693.5675) if you have any questions regarding completion of this application. If applying for participation in more than one capacity, please complete a separate form for each activity.

To Be Completed By The IICRC

_____ Accepted _____ Rejected

Date: _____

Approved Applicant Position: _____

IICRC:

By: _____

Its: _____

Notes:

Applicant Signature: _____

Printed Name: _____

Title: _____

Company/Organization: _____

Date Signed: _____

Alternate Signature _____

Printed Name: _____

Title: _____

Company/Organization: _____

Date Signed: _____

DEFINITIONS AND GUIDELINES

1. MEMBERSHIP

Membership on an IICRC committee or task force is open to all persons interested in the activities of the committee or task force. However, this does not mean that all who apply must be accepted, and all appointments are subject to the discretion of the IICRC. In general, pursuant to IICRC policy, members of an IICRC committee or task force shall be appointed or removed by the IICRC Chairman of the Board, after consultation with the Executive Committee, and in default thereof by the Board of Directors. The chairperson of any committee or task force may recommend committee/task force member candidates to the Chairman of the Board. In addition, the Board of Directors shall have the authority to add members to any committee or task force, and to replace or remove any member appointed at any time.

1.1 Type of Membership

- a) Regular: A member of an IICRC committee or task force having all rights and privileges incidental to such membership. Regular members have voting rights on the committee or task force in which they serve and must attend meetings and participate in committee or task force activities.
- b) Advisory: A member having an interest in the work of a particular committee or task force, and who attends meetings and participates for the purpose of offering advice and counsel, to observe, or for other purposes authorized by the Committee or Task Force Chair. Advisory members do not have voting rights.

2. Defining "Bias" and "Conflict of Interest"

Bias: The question of potential sources of "bias" ordinarily relates to views stated or positions taken that are largely intellectually motivated or that arise from the close identification or association of an individual with a particular point of view or the positions or perspectives of a particular group. Such potential sources of bias are not disqualifying for purposes of committee or task force service. It is necessary, in order to ensure that a committee or task force is fully competent, to appoint members in such a way as to represent a balance of potentially biasing backgrounds or professional or organizational perspectives.

Conflict of Interest: It is essential that the work of a committee or task force not be compromised by any significant conflict of interest, or in some circumstances the significant appearance of conflict of interest, on the part of any member of a committee or task force or anyone associated with the work of a committee or task force. Conflicts of interest involving a committee or task force member are not inherently illegal or immoral, nor are they to be regarded as a reflection on the integrity of the IICRC or of the

member. It is the manner in which the conflict of interest is dealt with that is important. Conflicts of interest are not unusual, and it is expected from time to time that committee and task force members will encounter situations in which a proposed committee or task force action will in some way relate to or affect the members other activities and affiliations.

For this purpose, the term "conflict of interest" means any material financial or other personal interest which conflicts with the service of an individual member because it (1) could impair the individual's objectivity; or (2) could create an unfair competitive advantage for any person or organization. The existence of a significant conflict of interest ordinarily disqualifies an individual from service.

How can conflicts of interest arise?

A conflict of interest is present whenever a committee or task force member has a material financial or personal interest in a proposed committee or task force activity or decision, or a contract or transaction to which the IICRC may be a party. This interest can occur either directly or indirectly, and may or may not be financial in nature. Conflicts of interest can arise from personal involvement with a transaction, an employment or investment relationship with an entity with which the IICRC is dealing, or via a family member that may be personally involved with the transaction or have a relationship with an entity involved in the transaction. A conflict of interest may result from a member performing services for the organization. It should not be assumed that a conflict cannot exist for a member who receives no direct monetary or other tangible benefit from a transaction with the corporation. In the nonprofit world there are also common possible conflicts of interest arising from an member's simultaneous service on the boards of other corporations (for profit or nonprofit); it is therefore important that a member disclose such affiliations in general, as well as any specific circumstances in which a conflict between his or her role for one corporation creates a conflict with respect to his or her position with another corporation. Thus, this policy applies not only to the traditional notion of conflict of interest (individual financial gain in conflict with other duties) but also to a member's "duality" or "diversity" of interests that do not involve personal or pecuniary advantage to the individual member, but rather involve the interests of another organization which has, or may seek to have, dealings with the IICRC.

It is improper for a committee or task force member to use his or her position to advance a personal interest, or benefit members of their immediate families, or their business and corporate affiliates, or to benefit another organization or program in which he or she is otherwise interested. At the same time, the very reasons why a particular person is selected to serve on an IICRC committee or task force may relate to that persons concern for, knowledge of or involvement with, the particular business of the IICRC. Thus, dealing with conflicts of interest is sensitive and problematic.

What is done to avoid conflicts of interest?

The avoidance of conflicts of interest starts with accurately and thoroughly completing the committee/task force membership application. It is also important to maintain an awareness of the potential for conflicts of interest when participating in committee or task force activities, and to be familiar with these guidelines. Conflicts of interest are generally dealt with by prescribing the methods whereby affected persons should disclose conflicts and how a committee or task force should proceed in the face of such situations.

In the event that there comes before the committee or task force a matter for consideration or decision that raises a potential conflict of interest for any committee or task force member, that member must fully and completely disclose the conflict of interest as soon as he or she becomes aware of it. It is the member's responsibility to flag the conflict rather than to wait for someone else to notice. Lack of disclosure of a conflict of interest exposes both the affected member and the IICRC Board of Directors to great risk. Often a disclosed conflict will have very little impact on a committee or task force decision, or the member. It is the undisclosed conflict, however, that bears in it the seeds of potential liability for the conflicted member and may call into question the decision taken by the committee, task force, and ultimately the IICRC itself. Disclosure also enables the other members of the committee or task force to evaluate any committee action or decision not merely in terms of fairness, but also for its impact on the public image of the IICRC.

Generally, the disclosure of a conflict of interest should include the existence of such interest and its nature and should be made in advance, before any action is taken by the committee or task force on the matter involving the conflict. It is generally required that the interested member abstain from voting on matters where a conflict of interest exists. It is generally prudent that the interested member be absent from that part of the meeting when the matter is being reviewed and discussed, except when his or her information may be needed. In the event that there comes before a committee or task force a matter for consideration or decision that raises a conflict of interest for any involved member, the committee or task force may require the member with a conflict of interest to recuse himself or herself from participating in the consideration or decision on such matters, and may require the member to withdraw from the meeting room during consideration or decision on such matters. Recusal should be understood to extend to informal lobbying of other members or IICRC staff, but does not prohibit the member from answering questions about or explaining the situation, or from speaking directly on an issue of broad policy that may be relevant to actions taken by the committee or task force affecting the interest of the member.

Whenever a conflict of interest situation arises, the committee or task force minutes or other records should document the nature of the disclosure given regarding the conflict, as well as the proceedings to evaluate the issue in light of the conflict. A member having a conflict of interest should make sure that his or her absence from discussion and abstention from a vote relating thereto is duly noted in the meeting minutes.

Thus, the avoidance of conflicts of interest contains the following key concepts of which each committee and task force member should be mindful: disclose; remove from discussion; abstain from voting; document. When in doubt, members are encouraged to ask questions and seek input first from the committee or task force chair, and then from other committee members, the IICRC Ethics Committee, the IICRC Board, or IICRC legal counsel.

This document is an attachment to the IICRC Committee and Task Force Membership Application and Agreement form, and was last revised on 4.17.05

NONDISCLOSURE AND CONFIDENTIALITY REQUIREMENTS

PROPRIETARY INFORMATION: The “Proprietary Information” includes any and all information or materials of whatsoever kind or nature, whether written or oral and in any media form, relating to the activities of an IICRC committee or task force, including but not limited to drafts and final versions of any document, committee minutes, work product or papers, notes, and communications. The “Proprietary Information” also includes all existing or future work product, of any kind or nature and in any media form whatsoever, produced or contributed by the Applicant or any third party on or towards any project or work of the subject committee or task force.

APPLICANT’S OBLIGATIONS: Applicant agrees that it will:

- A. Use commercially reasonable efforts to safeguard and maintain the confidentiality of the Proprietary Information and to prevent any unauthorized access, reproduction, disclosure, and/or use of any of the Proprietary Information to or by any third party.
- B. Disclose the Proprietary Information only to those directors, officers, members, and/or employees of Applicant who need to know such information in order to carry out the work of the Applicant for the IICRC subject committee or task force.
- C. Not remove any copyright notice, trademark notice, and/or other proprietary legend or indication of confidentiality set forth on or contained in any of the Proprietary Information.
- D. Not copy or reproduce any of the Proprietary Information in any form.
- E. Not use any of the Proprietary Information other than for the purpose of the approved activity, and then only in strict compliance with the provisions of the Application and Agreement and these Nondisclosure and Confidentiality Requirements.
- F. Not directly or indirectly, disclose the existence, content, and/or substance of any of the Proprietary Information to any third party, under any circumstances or by any means, or otherwise use any of the Proprietary Information, without the advance express written consent of the IICRC.
- G. Promptly notify the IICRC in writing of any unauthorized use or disclosure of the Proprietary Information, with notice that includes a detailed description of the circumstances of the disclosure and the parties involved.
- H. Have no obligation to maintain the confidentiality of any “Proprietary Information” which Applicant can demonstrate with documentary evidence was known by Applicant prior to the disclosure by the IICRC; properly came into the possession of Applicant from a third party which is not under any obligation to maintain the confidentiality of such information; has become part of the public domain through no act or fault on the part of the Applicant; and/or Applicant can demonstrate with documentary evidence that it was independently developed by or for Applicant without the use of the “Proprietary Information”.

- I. Promptly upon the end of the Applicant's tenure, or upon termination or removal, or upon IICRC request, Applicant shall return to the IICRC all "Proprietary Information" that may be in its possession or under its control, in whatever form, and shall certify that Applicant has not retained any copies thereof in any form.

INDEMNIFICATION AND OTHER RELIEF: Applicant agrees to indemnify and hold IICRC harmless from and against all claims, losses, liabilities, damages, expenses, and costs (including, without limitation, reasonable fees for attorneys, expert witnesses, and court costs) which result from a breach or threatened breach of these Requirements by Applicant. Applicant agrees that if it breaches these Requirements, the IICRC shall be entitled to an accounting and payment of all forms of compensation or benefits which Applicant directly or indirectly realizes as a result of such breach. Such remedy shall be in addition to any injunctive relief or other remedies to which the IICRC may be entitled at law or in equity, including but not limited to specific performance and damages. Applicant agrees that any unauthorized use of the "Proprietary Information" by Applicant shall cause the IICRC irreparable harm for which its remedies at law would be inadequate.

GENERAL:

- A. These Requirements shall be governed by and interpreted in accordance with the laws of the State of Washington. Venue for all actions shall lie in Clark County, Washington.
- B. The prevailing party, as determined by the court, in any action between the parties arising from these Requirements shall be entitled to recover, in addition to any other relief awarded, its costs and expenses incurred in any such proceeding, including, without limitation, its reasonable fees for attorneys, expert witnesses and court costs.
- C. Nothing in these Requirements shall prohibit or restrict either party's right to develop projects similar to or competitive with those of the other party disclosed in the "Proprietary Information" as long as they shall not thereby breach these Requirements.
- D. If any provision of these Requirements, or the application of such provision to any person or circumstance, shall be held void, invalid or otherwise unenforceable, the remainder of these Requirements, or the application of such provision to persons or circumstances other than those as to which it is held invalid, void or otherwise unenforceable, shall not be affected thereby.
- E. No waiver or modification of any of the provisions of these Requirements shall be valid unless in writing and signed by all parties.
- F. Applicant's rights and obligations under these Requirements cannot be assigned or delegated, respectively, to any third party without IICRC prior written consent. Any attempted or purported assignment or delegation of these Requirements without IICRC consent shall be void.
- G. These Requirements shall be binding upon: the Applicant; any Organization that the Applicant purports to represent; any director, officer, member, employee, and agent of the Organization with whom the "proprietary information" is disclosed;

any director, officer, member, employee, heir, legal representative, successor, and permitted assigns of the Applicant.

- H. Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.
- I. The Applicant shall execute, provide and deliver all documents or information, and take or forbear from all such action, as may be necessary or appropriate to achieve the purposes of these Requirements.

This document is an attachment to the IICRC Committee and Task Force Membership Application and Agreement form, and was last revised on 04.17.05