

## Project HOPE Code of Ethics Policy Module 4: Protecting Project HOPE Assets

### Protecting Project HOPE Assets

#### *Reinforcing a culture of respect, integrity, accountability and transparency*

As a U.S. public charity, Project HOPE has an obligation to ensure that its assets are used to further its charitable Mission. Project HOPE does not have shareholders, but it is accountable to not only regulators but to its donors, including the general public, for how it spends its funds and manages its assets. In addition to donated funds, Project HOPE also has physical assets and non-physical assets, such as confidential and proprietary business information and intellectual property, such as Project HOPE Staff Work Product.

#### **We agree to ensure that all funds and assets are used to further Project HOPE's charitable Mission and are accounted for in an accurate and transparent manner.**

Each Project HOPE Staff member certifies, upon joining Project HOPE, that s/he will protect all Project HOPE information, data, and property, including taking appropriate measures to protect Project HOPE confidential/proprietary information and its intellectual property. See Annex A for This Employee Confidentiality, Proprietary Information, and when appropriate Non-Solicitation, Agreement to be signed when each Employee begins service. Volunteers, Interns, Consultants, and other third-party agreements must contain appropriate provisions protecting Project HOPE Assets.

Disregarding or failing to comply with this policy could lead to disciplinary action, up to and including termination of employment/relationship with Project HOPE.

#### **I. Use of Funds by a Public Charity**

Project HOPE funds or assets will *not* be used for any purpose not consistent with Project HOPE's Mission, donor intent, and U.S. laws, rules, and regulations. All funds and assets must be used, disposed of, and accounted for in strict compliance with Project HOPE's policies and procedures.

Project HOPE Staff will make only true and accurate statements and representations in Project HOPE records and to government agencies, partners, and the general public. All financial transactions will be accounted for accurately and properly. No undisclosed or unrecorded funds or assets will be established or maintained for any purpose.

No Project HOPE Funds may be used for political campaign activities. U.S. Federal tax law prohibits Project HOPE from participating, directly or indirectly, in any political campaign activities on behalf of, or in opposition to, any candidate for public office. Violation of this prohibition could subject an organization to excise tax penalties as well as jeopardize the organization's tax-exempt status. While the prohibition does not apply to political campaign activities a 501(c)(3) organization's employees *in their individual capacities*, such activities must be conducted by employees *on their own time and with their own resources*, to ensure the activities are not attributed or attributable to the 501(c)(3) organization. They must also be

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conducted in such a manner that avoids creating the impression that they are acting in an official capacity or with the organization's support.

Advocacy and formation of public policy are important activities that should be undertaken to support the mission of public charities. One way to affect public policy is to engage in lobbying.

Lobbying<sup>1</sup> is generally defined as a means to conduct activities designed to influence the passage or defeat of specific legislation. It includes contacting, or urging members of the public to contact, members or employees of legislative bodies or other government employees for the purpose of proposing, supporting or opposing legislation, or advocating that the organization supports adoption or rejection of legislation. Lobbying includes foreign legislation as well as U.S. legislation. All lobbying activities must be documented and reported to the IRS on an annual basis.

**Physical Property:** Project HOPE Staff must at all times ensure proper care and treatment of all donations/funds in accordance with U.S. fundraising best practices and state laws, protection of physical property, equipment and other physical assets through proper inventories and the purchase of property insurance where applicable.

### II. Confidential/Proprietary Property

Project HOPE has established guidelines to maintain the confidentiality of business information and protect proprietary information as these are important assets of the organization. Confidentiality and protection of information are not only for the benefit of the organization, but also for the benefit of donors, beneficiaries, volunteers, employees, and clients.

Confidential Information includes, but is not limited to, all information not generally known to the public, in spoken, printed, electronic, or other form or medium, relating to Project HOPE's practices, methods, strategies, plans, proposals, certain documents, research, procedures, techniques, certain agreements and contracts, records, systems, material, legal information, developments, reports, communications, donor and beneficiary information of Project HOPE that a reasonable person would think is confidential, or any other information that a person or entity that has entrusted information to Project HOPE in confidence and with a legal obligation of confidentiality.

As business and programmatic contexts change, and as each position may have access to different information, it is important to note that the above list is not exhaustive and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be

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<sup>1</sup> There are two types of lobbying:

**Direct Lobbying:** The organization itself **contacts legislators** or government officials directly on **specific legislation** and **expresses a view** on the legislation. Urging Board Members or Committee members or staff to lobby counts as Direct Lobbying if you ask them to take action and engage in direct lobbying.

**Grass Roots Lobbying:** attempts to influence **specific legislation** indirectly by attempting to mold public opinion on an issue. An organization must **state its position on specific legislation to the general public** AND the communication must contain a **call to action** to engage in Direct Lobbying.

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confidential or proprietary in the context and circumstances in which the information is known or used.

All Project HOPE Staff agree to use their best judgment in ensuring he/she understands how confidentiality applies to their function for the organization. All Project HOPE Staff agree not to access or use any Confidential Information, except as required in the performance of any of his or her authorized duties to Project HOPE, and only to the extent necessary to perform such duties.

All Project HOPE Staff agree to treat all Confidential Information as strictly confidential and not to directly or indirectly disclose, publish, communicate, or make available Confidential Information, or allow it to be disclosed, distributed, transmitted, or made available, in whole or part, to any entity or person whatsoever (including other employees of Project HOPE) not having a need to know and authority to know and to use the Confidential Information in connection with the business of Project HOPE and, in any event, not to anyone outside of the direct employ of Project HOPE.

Confidential Information shall not be shared with any third parties except when such information is required for an authorized business purpose and only after obtaining a duly executed confidentiality agreement/nondisclosure agreement with the third party to whom Confidential Information will be shared.

**If any employee, volunteer, or consultant receives any request to provide confidential or proprietary information from a court of competent jurisdiction or an authorized government agency, the Chief Compliance Officer and/or the General Counsel must be immediately notified:**

- Chief Compliance Officer/or their designee: Thelvis Pascuzzo
  - [tpascuzzo@projecthope.org](mailto:tpascuzzo@projecthope.org)
  - Phone/WhatsApp: +58 414 9157988
- General Counsel: Julia Soyars
  - [jsoyars@projecthope.org](mailto:jsoyars@projecthope.org)
  - Phone/WhatsApp: +1 540-429-1781

### **III. Intellectual Property**

As a U.S. public charity, all Project HOPE intellectual property must be used for charitable purposes in furtherance of its Mission.

All Project HOPE trademarks and copyrighted materials must be appropriately used in form and content. Permission to use a Project HOPE trademark or copyrighted material may not be given to any third parties without a duly-executed license agreement approved by the Legal Department.

All documents and information compiled, received, held, or used by Project HOPE Staff in connection with the operations of and his or her duties for Project HOPE (collectively, “**Work Product**”) shall remain Project HOPE’s property, and shall be delivered to Project HOPE upon the termination of the relationship, or at any earlier time requested by Project HOPE.

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In creating Work Product, Project HOPE Staff will not incorporate any third-party materials or third-party intellectual property into any Work Product unless the material has been provided to Project HOPE with written approval by the owner of the material according to licensing terms approved by the Legal Department.

Project HOPE Staff must promptly and fully disclose any and all Work Product Property created and agree, if not considered Work for Hire, to assign, transfer and convey to Project HOPE the entire right, title and interest in and to all Intellectual Property and to make sure reasonable steps as are necessary to convey such rights.

Project HOPE Staff may not use Project HOPE Work Product for private benefit or gain, or improper benefit for a third party. Project HOPE Work Product may not be shared with third parties without a duly executed license agreement approved by the Legal Department.

### **IV. Donor Information**

As a result of his/her work with Project HOPE, Project HOPE employees will develop relationships with and knowledge of Project HOPE's current employees, beneficiaries, and donors. The Employee further understands and acknowledges that Project HOPE's ability to remain a viable entity depends on protecting its relationships with its current employees and donors. **All information on donors is Confidential Business information and may not be disclosed during or after employment ends.** In addition, certain employees may be asked to sign a non-compete and non-solicitation agreement due to the nature of their position.

### **V. Accountability**

*Reinforcing a culture of respect, integrity, accountability, and transparency*

Project HOPE Staff may in good faith report, without fear of retaliation, activity inconsistent with the above policy by contacting:

- Chief Compliance Officer/or their designee: Thelvis Pascuzzo
  - [tpascuzzo@projecthope.org](mailto:tpascuzzo@projecthope.org)
  - Phone/WhatsApp: +58 414 9157988
- General Counsel: Julia Soyars
  - [jsoyars@projecthope.org](mailto:jsoyars@projecthope.org)
  - Phone/WhatsApp: +1 540-429-1781
- Project HOPE Speak Up line: online reporting at:  
<https://app.mycompliancereport.com/report?cid=PHOPE>  
*\*Anonymous reporting available*

Project HOPE will not tolerate retaliatory actions for good faith compliance with the reporting requirements of this policy.

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### Annex A:

#### Employee Confidentiality and Proprietary Information Agreement

Project HOPE has established guidelines to maintain the confidentiality of information and protect proprietary information. Confidentiality and protection of information are not only for the benefit of the organization but also for the benefit of donors, beneficiaries, volunteers, employees, and clients. This Employee Confidentiality and Proprietary Information Agreement (“**Agreement**”) is entered into by and between the Employee and Project HOPE (“**Project HOPE,**” the “**Employer,**” or the “**Foundation**”).

##### 1. Confidentiality.

- a. Confidential Information. Respecting the privacy of our clients, donors, members, staff, volunteers, and Project HOPE itself is a fundamental value of Project HOPE. The Employee understands and acknowledges that during the course of employment by Project HOPE, the Employee will have access to and learn about confidential and proprietary documents, materials, data, and other information (“**Confidential Information**”).

For this Agreement, Confidential Information includes, but is not limited to, all information not generally known to the public, in spoken, printed, electronic, or other form or medium, relating to practices, methodologies, plans, publications, documents, strategies, techniques, agreements, contracts, records, legal information, developments, reports, communications, and client information of Project HOPE, or any other person or entity that has entrusted information to Project HOPE in confidence

The Employee understands that the above list is not exhaustive and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.

- b. Disclosure and Use Restrictions.

- i. Employee covenants:

- a) to treat all Confidential information as strictly confidential;
    - b) not to directly or indirectly disclose, publish, communicate, or make available Confidential Information, or allow it to be disclosed, distributed, transmitted, or made available, in whole or part, to any entity or person whatsoever (including other employees of Project HOPE) not having a need to know and authority to know and to use the Confidential Information in connection with the business of Project HOPE and, in any event, not to anyone outside of the direct employ of Project HOPE except as required in the performance of any of Project HOPE’s authorized employment duties to Project HOPE and only after execution of a confidentiality agreement by the third party with whom Confidential Information will be shared or with the prior

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consent of an authorized officer acting on behalf of Project HOPE in each instance (and then, such disclosure shall be made only within the limits and to the extent of such duties or consent; and

- c) not to access or use any Confidential Information, except as required in the performance of any of the Employee's authorized duties to Project HOPE or with the prior consent of an authorized officer acting on behalf of Project HOPE in each instance (and then, such disclosure shall be made only within the limits and to the extent of such duties or consent). The Employee understands and acknowledges that the Employee's obligations under this Agreement regarding any particular Confidential Information begin immediately and shall continue during and after the Employee's employment by Project HOPE until the Confidential Information has become public knowledge other than as a result of the Employee's breach of this Agreement or a breach by those acting in concert with the Employee or on the Employee's behalf.

- ii. Permitted disclosures. Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order.

### 2. Proprietary Information.

- a. Work Product. The Employee acknowledges and agrees all documents and information compiled, received, held, or used by the individual in connection with the operations of Project HOPE (collectively, "**Work Product**") shall remain Project HOPE's property, and shall be delivered by the Employee to Project HOPE upon the termination of the Employee's engagement, or at any earlier time requested by Project HOPE.

For the purposes of this Agreement, Work Product includes, but is not limited to, Project HOPE information, including work plans, program deliverables, reports, training materials, databases, manuals, studies, photographs, records, publications, strategies, techniques, agreements, documents, contracts, terms of transactions, negotiations, know-how, operating procedures and client information.

Employees will not incorporate any third-party materials or third-party intellectual property to Project HOPE's material unless the material has been provided to Project HOPE with written approval by the owner of the material.

3. Consideration. In consideration for (i) the commitments and benefits made by the Project HOPE to the undersigned with regard to my employment and/or affiliation with Project HOPE and (ii) the Project HOPE's disclosure of its confidential and proprietary information to me, I agree to the restrictions set out in the Code of Ethics Policy Statement regarding Confidentiality and Proprietary Information. I recognize and agree that these restrictions are necessary to protect Project HOPE's donor base, goodwill, confidential

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information, and other business interests. Moreover, Project HOPE acknowledges that it will provide me with its confidential information as a material aspect of my employment and/or affiliation.

- 4. Acknowledgment. I have reviewed and understand the Agreement regarding Confidentiality and Proprietary Information. I agree to promptly report the occurrence of any situation, relationship, or interest that may cause a breach of compliance under the guidelines established by Project HOPE. I am aware that violation of this Agreement may be cause for disciplinary action, including in appropriate circumstances, dismissal from the employ of Project HOPE. I agree to comply with the policy during my engagement as an employee, contractor, or volunteer, and after the termination of my engagement with Project HOPE.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date above.

Project HOPE-The People-to-People Health Foundation, Inc.

By \_\_\_\_\_

Name: [NAME OF AUTHORIZED OFFICER]

Title: [TITLE OF AUTHORIZED OFFICER]

[EMPLOYEE NAME]

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

Print Name:  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Position/Role

\_\_\_\_\_  
Division, Department, Program

\_\_\_\_\_  
Location