

## REGIONAL COMMISSIONER APPOINTMENT REQUEST

Please read the following AYSO Policy Statement and sign on the second page to indicate your understanding.

### Article Five: Standards of Conduct and Conflict of Interest

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#### 5.1 Purpose of Policy.

The purpose of this policy statement is to set standards for the activities of Officials ("AYSO Officials") in order to ensure that an AYSO Official's actions would always be in the best interests of AYSO and that he/she does not take advantage of his/her position in AYSO for his/her own benefit or to the detriment of AYSO or others. AYSO Officials include all Regional Commissioners, Area Directors, Section Directors, Area and Section staff members, special executives, members of the national commissions, members of the National Board of Directors and the members of the National Office, as well as the husbands or wives or members of the immediate family of each of the above.

#### 5.2 General Policy.

AYSO Officials are expected to adhere to high ethical standards of conduct in the performance of their duties, observing all laws and regulations governing business transactions, competing fairly with others and using AYSO funds only for legitimate and ethical purposes. The rights of AYSO Officials in their activities outside their AYSO duties or employment that are private in nature and which in no way conflict with or reflect upon AYSO will be respected. Although AYSO Officials have been carefully selected and are assumed to possess integrity and judgment, to avoid any misunderstanding, the following guidelines are issued with respect to proper conduct:

#### 5.3 Conflict of Interest Policy

- (a) AYSO Officials must act always in the best interests of AYSO and avoid incurring any kind of financial interest of personal obligation that might affect their judgment in dealings on behalf of AYSO with firms or individuals. Each person must examine his/her own activities and those of his/her family to be sure that no condition exists that could create a self-dealing situation in respect of financial transactions of AYSO.
- (b) There are certain areas with which each individual must be especially concerned. Areas giving rise to possible conflicts of interest include the following:
  - (i) Holding a material financial interest, directly or indirectly (as an owner, stockholder, partner, joint venture, employee, creditor or guarantor), in a firm which provides services or supplies, materials or equipment to AYSO, any of its Regions or any of its participants (such as a vendor of uniforms, soccer shoes, soccer balls, goal posts or other soccer equipment or a director or owner of a soccer camp for children), or in an organization to which AYSO or any of its Regions provides services.
  - (ii) Accepting gifts or favors for himself or herself or for family members, or entertainment or other personal benefits in excess of \$100.00 from an outside organization or individual with whom AYSO or any of its Regions does or may do business. This does not apply to acceptance of a casual gift of a nominal value, nor reasonable personal entertainment (but not paid travel expenses), but care must be exercised to be sure that continuation of such matters does not gradually create or appear to create an obligation. Gifts of a substantial nature should be returned to the donor with the explanation that AYSO's policy would not permit the acceptance of the gift.
  - (iii) Serving another organization in any capacity whether such service includes activities, compensated or not, which can affect or appear to affect an individual's ability to discharge his/her duties to AYSO. This includes, but is not limited to, those activities related to AYSO Standard Primary programs, secondary programs and special programs that interface with other youth soccer organizations and their programs and their local and national governing bodies.
- (c) Therefore, to avoid conflicts of interest or the appearance of conflicts of interest, it is the policy of AYSO that:
  - (i) Each executive member shall disclose in the executive member application or in the candidate statement the existence of any relationship by which the executive member might benefit, directly or indirectly by immediate family relationship, through ownership (including ownership of corporate shares exceeding 5% of a publicly traded company or 20% of a privately traded company) or employment of or with any vendor, supplier,

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contractor, service provider or sponsor of goods or services to AYSO or its members or participants. Such relationship shall be disclosed before the time for appointment or election.

- (ii) Each executive member shall disclose the existence of any relationship by which the executive member might compete directly or indirectly with any program offered by AYSO directly or through contractors. Such relationship shall be disclosed before the time for appointment or election.
- (iii) In the case of any relationship described in paragraphs (i) and (ii) above, the executive member shall, upon appointment or election, immediately terminate such relationship unless the relationship is authorized by the express written consent of the National Board of Directors or its designee. The executive member affected shall refrain from participating in or seeking to influence any discussion, debate or vote concerning whether to allow such relationship to continue. The National Board of Directors may revoke with or without cause consent once given at any time.
- (iv) No executive member, after appointment or election, may enter into any relationship described in paragraphs (i) or (ii) except with the express written prior consent of the National Board of Directors or its designee. The executive member affected shall refrain from participating in or seeking to influence any discussion, debate or vote concerning whether to allow such relationship to be created. The National Board of Directors may revoke with or without cause consent once given at any time.
- (v) No executive member who is permitted to continue in or to embark upon a relationship described in paragraph (i) may participate in any discussion, debate or vote concerning the relationship, the vendor, supplier, contractor, service provider or sponsor with whom the relationship exists. No executive member who is permitted to continue in or to embark upon a relationship described in paragraph (ii) may participate in any discussion, debate or vote concerning the relationship or the programs with which the executive member competes and no such executive member shall obtain or seek to obtain information from AYSO beneficial to the promotion of such competing program.
- (vi) Any executive member who violates this policy is subject to immediate termination of executive membership status by the National Board of Directors, regardless of whether the executive member is appointed or elected. In the case of a member of the National Board of Directors, removal process shall comply with Section 4.18 of the National Bylaws.

### **5.4 Possible Improper or Illegal Conduct.**

AYSO Officials are not expected to be familiar with every law and regulation relating to this statement or affecting AYSO operations. When in doubt, however, it is incumbent upon each AYSO Official to consult with the National Executive Director. However, your attention is called to the following special Areas:

- (a) Each AYSO Official must avoid improper acts and the violation of any governmental law or regulation in the course of performing his/her duties or employment.
- (b) No AYSO funds, property or resources may be used to carry on propaganda or otherwise attempt to influence legislation or support any political candidate or party. An AYSO Official's political activity must, therefore, be consistent with the direction provided in National Policy Statement 4.3 above.
- (c) No AYSO Official, in the course of his/her duties, shall accept or receive any payment or other thing of value (whether characterized as kickback, bribe, rebate, refund or otherwise, and whether intended by the payer to be for AYSO or the personal benefit of such AYSO Official) if the payment or receipt or tender thereof is illegal or is designed or intended to cause such AYSO Official to grant a privilege, concession or benefit to the payer in connection with AYSO business.

**By my signature below, I acknowledge that I have read, understand and agree to the terms and conditions of this Conflict of Interest policy.**

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