

PARTNERSHIP FOR PHILANTHROPIC PLANNING
CONFLICTS OF INTEREST AND
CONFIDENTIAL INFORMATION AGREEMENT

As a member (Member) of the Board of Directors of the Partnership for Philanthropic Planning, Inc.(the Partnership) and in recognition of the undersigned's leadership position within the Partnership, the receipt of confidential information while associated with the Partnership and other good and valuable consideration, the undersigned agrees as follows:

Section 1. Conflicts of Interest. Each member of the Partnership's board shall strive to avoid any conflict between his or her own respective individual interests and the interests of the Partnership in each action taken on behalf of the Partnership.

If any such person (a) stands to derive personal gain or benefit from a transaction with the Partnership or (b) has any direct or indirect interest in or relationship with any individual or organization which

- (i) may be seen as competing with the interests or concerns of the Partnership; or
- (ii) proposes to render or employ services, personal or otherwise, to the Partnership or to employ any members of its board, committee or staff, or
- (iii) proposes to enter into any financial transaction with the Partnership,

such person shall give immediate notice of such interest or relationship to the Board of the Partnership and shall refrain from voting or otherwise attempting to affect any decision for the Partnership to participate or not to participate in such transaction and the manner or terms of such participation. Once the Board of Directors is notified of a potential or actual conflict of interest the board may determine that the person may continue his or her Partnership duties or activities, subject to appropriate limitations with regard to the conflict matter.

Minutes of appropriate meetings should reflect that such disclosure was made and that such person abstained from voting and absented him or herself from the final review and vote on the matter. However, such person should not be prevented from briefly stating his or her position on the matter or from answering pertinent questions from board or committee members or from staff if that person's knowledge on the matter may be helpful in reaching a decision.

The Partnership strongly encourages each member of its board to consider all personal and professional affiliations in light of their leadership position within the Partnership.

Section 2. Statements, Actions and Affiliations. No member of the Partnership's board shall issue a report, make a public announcement or publicly

advocate a position in the name of the Partnership without the express approval of the Executive Committee or the Board of Directors.

Member agrees to refrain from statements and actions which are in conflict, or which may be perceived to be in conflict, with the Partnership's policies and positions unless the individual clearly states that his or her statement or action does not reflect an official position or policy of the Partnership and that he or she has no authority to speak for the Partnership.

All members of the Partnership's board shall consider all statements, actions and affiliations in light of their leadership positions within the Partnership because such statements, actions and affiliations may affect the Partnership's public perception and credibility.

Section 3. Confidential Information. Except for necessary disclosures made in the ordinary course of the performance of Member's services to the Partnership and except as is otherwise expressly authorized by the Partnership in writing, Member agrees and promises that Member will not, during the term of his or her service on the Board of Directors directly or indirectly disclose or use, on Member's own behalf or on behalf of any third party, whether as an agent, officer, director, member, principal, consultant, or partner, any secret, confidential or proprietary information of the Partnership (Confidential Information) obtained, received or learned by Member while directly providing services to the Partnership (including information conceived, originated, discovered or developed by Member) including, but not limited to, the following types of information: ideas, specifications, technical data, documentation, media, codes, discoveries, programs, research, inventions, trademarks, trade secrets, proposals, projections, and financial information, whether or not the same are, or may be, patented, copyrighted, registered, or otherwise protected, and whether or not originated or generated by or through the Partnership; provided, however, that this Section 3 shall not preclude Member from use or disclosure of information known generally to the public (provided that Member was not, without the Partnership's consent, directly or indirectly responsible for such information becoming known generally to the public) or from disclosure required by law or court order. All work performed by the Member, for or on behalf of the Partnership, including, but not limited to, the Confidential Information listed in this Section 3, other information of any kind, and reports prepared by the Member, shall be works for hire and therefore the property of the Partnership and may not be used by Member for any other purpose except for the benefit of the Partnership. Any and all such property shall be promptly delivered to the Partnership on request by the Partnership. Presentations made to member councils or other groups shall not be deemed to be "directly providing services to the Partnership", within the scope of this Section 3, even in cases where the member has agreed to make such presentation as part of his/her service as a Board Member of the Partnership.

Section 4. Remedies. Member acknowledges that any breach of Member's obligations under Section 3 of this Agreement would cause irreparable damage to the Partnership, that such damage would be incapable of precise measurement, and that no adequate remedy at law would exist for such breach. Therefore, Member agrees that, in the event or threat of a breach of Section 3 of this Agreement by Member, the Partnership shall, in addition to all other remedies available, be entitled to injunctive relief. Additionally, Member agrees that the Partnership shall be entitled to recover from Member the Partnership's costs and expenses, including reasonable attorneys' fees, incurred in successfully enforcing this Agreement.

Section 5. Severability. Should any clause, portion or section of this Agreement be unenforceable or invalid for any reason, such unenforceability or invalidity shall not affect the enforceability or validity of the remainder of this Agreement. Should any particular covenant in this Agreement be held unreasonable or unenforceable for any reason, including, without limitation, the time period or scope of activity covered by such covenant such covenant shall be given effect and enforced to whatever extent would be reasonable and enforceable.

Section 6. Governing Law. This Agreement shall be construed in accordance with and governed by Indiana law. The provisions of this Agreement are intended to supplement, but not displace, their respective rights and responsibilities under the Indiana Uniform Trade Secrets Act, IC 24-2-3, as such statute may be amended from time to time.

IN WITNESS WHEREOF, the undersigned has executed this Conflicts of Interest and Confidential Information Agreement this _____ day of _____, 2010.

Signature

Printed Name

The foregoing instrument was received and accepted this _____ day of _____, 2010.

By _____

Tanya Howe Johnson
President and CEO
Partnership for Philanthropic Planning