



AMERICAN SOCIETY OF
EXTRACORPOREAL TECHNOLOGY
Lead - Collaborate - Educate - Care

POLICY AND PROCEDURE MANUAL

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Revised 2018

TABLE OF CONTENTS

BOARD OF DIRECTORS	1
1. A. Expectations of Board Members	1
1. B. Board Meetings	1
1. C. Call for Agenda Items	1
1. D. Deadline for Submitting Agenda Items	1
1. E. Agenda for Bi-Annual Meetings	1
1. F. Length of Board Meetings	1
1. G Scheduling weekly and monthly conference call	1
1. H Conference calls.	1
2. NOMINATIONS AND ELECTIONS	2
2. A. Nominating Committee Responsibilities	2
2. B. Nominating Committee Composition and Formation	2
2. C. Nominations Process	2
2. D. Call for Nominations	2
2. E. Ballot Preparation and Election	2
3. CONFLICT OF INTEREST	3
3. A. Liberal Disclosure of Relationships	3
3. B. Obligation to Disclose AmSECT-Related Activities	3
3. C. Obligation to Disclose—Commercial Relationships	3
3. D. Annual Disclosure Form	3
4. CODE OF CONDUCT	4
5. COMMITTEES AND LIAISON--	5
5. A. Elected Committees	5
5. B. Standing Committees	6
5. C. Appointed Committees	6
5. D. Ex-Officio Committee Member	6
5. E. President's Duties for Appointments and Changes in Appointments	7
5. F. Committee Requirements, Terms, Goals and Evaluations	7
6. COMMITTEE MEETINGS	7
6. A. Committee Meetings during AmSECT Events	7
6. B. National Office involvement in Contracts Associated with AmSECT Events	7
6. C. Scheduling Meetings During AmSECT Events	7
7. MEMBERSHIP DUES--	8
7. A. Membership Types	8
7. B. Membership Dues	8
7. C. Deferred Dues Revenue	8

8. LIFETIME MEMBERSHIP	8
8. A Nominations for Life	8
8. B Life members	8
9. BUDGET & FINANCIAL POLICIES	9
9. A. Process	9
9. B Budget Exceptions	9
9. C. Treasurer Report	9
9. D. Operating Reserve Policy	9
9.E. Investment Policy	11
10. AUDIT	12
10. A Selection and Management	12
10. B Audit Approval	12
11. EXPENSE REIMBURSEMENT	12
11. A. All Expenses	12
11. B. Incurred Expenses on Behalf of AmSECT	13
11. C. Expenses Incurred Attending AmSECT Meeting	13
11. D. Reasonable Operational Expenses	13
11. E. Expense Reimbursement Guidelines	13
11. F. Reasonable Expenses	13
11. G. Submission of Expense Reports	13
12. LEGAL COUNSEL	14
13. CONTRACTS	14
14. TRADEMARK AND TRADE NAMES	14
14. A. The AmSECT logo	14
15. RECORD RETENTION	14
16. CONFIDENTIALITY POLICY	16
16. A. Access to Confidential Information	16
16. B. Handling Confidential Information	16
16. C. Confidentiality Agreement	16
16. D. Exception	16
17. WHISTLEBLOWER PROTECTION POLICY	16
17. A Policy Statement	16
17. B. Executive Director Involvement	16
17. C. Investigation	17
17. D. Financial Wrongdoing	17
17. E. No Retaliation Policy	17

17. F. Confidential Financial Information Reminder	17
18. CORPORATE PARTNERS	18
19. EXHIBITORS	18
19. A. Space per Exhibitor	18
19. B. Guidelines for Exhibitors	18
19. C. Rules on Exhibits	18
19. D. Booth Assignments	18
19. E. Promotional Items	18
19. F. Social and Hospitality Suites	18
20. CORPORATE MEMBERSHIP MEETING	18
20. A. Timing of Corporate Membership Meeting	18
20. B. Corporate Meeting Minutes	18
20. C. Agenda Reports	18
20. D. Contract Limitations	19
21. PRESENTATIONS	19
21.A. IDENTIFICATION OF PRESENTERS	19
21. B Disclosure Slide	19
22. INVITED SPEAKERS	19
22. A Registration Fees	19
22. B. Invited Speaker Honorarium	19
23. FACULTY MEMBERS	19
23. A. Faculty member Registration	19
23. B. Faculty Reimbursement	19
23 C. Moderator Reimbursement	19
23. D. Faculty in Industry	19
23. E. Reimbursement Process	19
23. F. Multiple Presentations by Invited Faculty	20
23. G. Conference Material and Travel Planning for Invited Faculty	20
23. H. Request for Variance in Policy	20
24. FACULTY CONFLICTS OF INTEREST	20
24. A. Conflicts of Interest	20
25. CONFERENCE PLANNING GUIDELINES AND CHAIR RESPONSIBILITIES	20
25. A Conference Venue Timing	20
25. B. Preliminary Conference Agenda	20
25. C. Final Conference Agenda Timing	20
25. D. Marketing of Conference	21
25. E. Finalization of Conference Program	21
25.F. Syllabus Timing	21

26. EDITOR, JOURNAL OF EXTRACORPOREAL TECHNOLOGY	22
26. A. Principal Duties	22
26. B. JECT Editor Selection Process	23
27. POLICY AND PROCEDURE MANUAL	24
28. CORRESPONDENCE	24
29. PARLIAMENTARIAN	24
30. MAILING LISTS	24
31. AWARDS	25
31.A. AWARDS PROCESS	25
32. WEBSITE PRIVACY	27
32.A. ACKNOWLEDGEMENT OF PRIVACY STATEMENT	27
32.B. Personal Information You Provide Voluntarily	27
32.C. Personal Information We Collect Automatically	28
32.D. Our Use of Your Personal Information	29
32.E. Our Disclosure of Your Information to Third Parties	30
32.F. Data Storage and Security	30
32.G. Children and Data Storage	30
32.H. How You May Access and Change the Information AmSECT Collects	31
32.I. Rooms/Forum/Message Boards	31
32.J. Information Sharing	31
32.K. Your Rights and Choices Regarding Your Information	32
32.L. Enforcement	34
32.M. General Information and Privacy Support Contact Information	34
33. SOCIAL MEDIA	35
APPENDIX 1 CONFLICT OF INTEREST FORM	38
APPENDIX 2 REIMBURSEMENT POLICY	39
APPENDIX 3 CONFIDENTIALITY AGREEMENT	40

1. Board of Directors

1. A. Expectations of Board Members

- Board members attend all Board meetings.
- AmSECT is responsible for all reasonable expenses incurred to attend required meetings.
- Reimbursement policies are located in section 11.
- Upon request, Board members serve as judges, AmSECT ambassadors, moderators and other requested AmSECT roles during conferences.

1. B. Number of Meetings per Year

- In accordance with the Bylaws, there will be at least two Board meetings annually (Article XI, Section 1).

1. C. Call for Agenda Items

- The President will send a “Call for Agenda Items” no later than 30 days prior to the Board meeting.

1. D. Deadline for Submitting Agenda Items

- Board members should submit agenda items to the National Office no later than 15 days prior to the Board meeting.

1. E. Agenda for Bi-Annual Meetings

- AmSECT Staff will have agenda books available for the Board (current and new members) 10 days prior to the Board meetings.
- Incoming board members attending the Spring meeting as guests will also receive the board materials.

1. F. Length of Board Meetings

- Board meetings should not run more than ten consecutive hours. At the conclusion of the 10th hour, the meeting must be recessed until the following morning or may be extended by a 2/3 vote of those present.

1. G Scheduling Weekly and Monthly Conference Call

- The total number of pre-scheduled meetings or conference calls by any one committee should consider individual volunteer time of AmSECT members and contractual restraints of contracted staff.

1. H Conference Calls

- The Board Conference call meeting schedule is distributed in early January. Board members should make every effort to attend the calls and notify staff if they are unable to attend. Board members should review materials prior to the call and be prepared to discuss agenda items.

2. Nominations and Elections

2. A. Nominating Committee Responsibilities

- The Nominating Committee is responsible for bringing forth candidates for open positions on the Board of Directors and the following committees per the Bylaws: Achievement Recognition, Bylaws, Ethics, and Nominating committees.
- The Nominating Committee's primary responsibilities are as follows: Review all candidate's "Willingness to Serve" forms to ensure candidates meet all eligibility requirements.
- With the Ethics Committee, approve the ballot of candidates and validate the election results.

2. B. Nominating Committee Composition and Formation

- The Nominating Committee consists of three members; the senior member of the committee serves as chairperson. The term of service of Nominating Committee members is 3 years starting at the termination of the annual meeting at which elected and ending at the termination of the third subsequent annual meeting.
- The AmSECT elections include a vote for one new member and any vacant positions.

2. C. Nominations Process

- The Nominating Committee establishes the timeline for the Nominations process in accordance with AmSECT Bylaws relating to the Call for Nominations, ballot distribution and voting requirements.
- The Nominating Committee will meet via conference call prior to the Call for Nominations to review and prepare the current year's application materials, as well as to discuss the overall nominations timeline for the year.

2. D. Call for Nominations

- The Nominating Committee requests the membership to submit recommendations for nominees for national office and for elected committees at least one hundred and twenty (120) days in advance of the annual meeting.
- It considers any such recommendations received by it, but is not limited to them.
- Within the Call for Nominations, the Nominating Committee will notify the membership of the positions on the Board of Directors and Committees that are up for election, as well as the term lengths, qualifications and responsibilities associated with each available position.
- Interested members should submit a "Willingness to Serve" form. The Society will use all available communication devices to make these notifications.
- During the Call for Nominations time-period, the members of the Nominating Committee reach out to eligible members to encourage them to submit a "Willingness to Serve" form.
- The Nominating Committee considers the qualifications of the candidates proposed by the membership or by members of the Nominating Committee.
- The list of names submitted for consideration will be those of ACTIVE or LIFE members in good standing accompanied by a completed "Willingness to Serve" form from each proposed candidate.

2. E. Ballot Preparation and Election

- A ballot listing the candidates will be posted on the AmSECT website sixty (60) days prior to the annual corporate meeting for each office, director position, and committee position. Election will be by ballot, by plurality vote, under the direction of the Ethics

Committee, assisted by the Nominating Committee, provided that at least ten (10) percent of the voting membership so votes. Any voting member may request from the national office, a paper ballot in lieu of voting electronically.

- Votes for write-in candidates: are counted among the valid votes cast, provided a “willingness to serve” form executed by the write-in candidate is presented to the secretary prior to the announcement of the election results and the candidate meets the qualifying requirements.
- A series of announcements will be sent to the AmSECT membership to notify them of voting process during the election period.
- Board officer and zone director candidates can submit one message to the national office for distribution to the membership during the election process. Staff will notify candidates of this opportunity once the Nominating Committee has approved the candidates.
- Publication of the ballot for the election of officers, directors and committee members should occur 60 days prior to the meeting
- Once the ballots are posted, voting can begin. Voting ends 40 days prior to the meeting.
- Once the election window is closed, the Ethics and Nominating committees will validate the results. The AmSECT President will notify all candidates of the results no later than 30 days prior to the annual meeting.

3. Conflict of Interest

3. A. Liberal Disclosure of Relationships

- The integrity of AmSECT, and the activities it undertakes, depends on the avoidance of conflicts of interest, or even the appearance of such conflicts, by the individuals involved in those activities.
- At the same time, AmSECT recognizes that its members have significant professional, business and personal interests and relationships. Therefore, AmSECT has determined that the most appropriate manner in which to address actual, potential or apparent COI is initially through liberal disclosure of any relationship or interest, which might be construed as resulting in such a conflict.
- Disclosure under this Conflict of Interest Policy should not be construed as creating a presumption of impropriety or as automatically precluding someone from participating in an AmSECT activity or decision-making process. Rather, it reflects AmSECT’s recognition of the many factors that can influence one’s judgment and a desire to make as much information as possible available to other participants in AmSECT-related matters.

3. B. Obligation to Disclose AmSECT-Related Activities

- Any individual involved in an AmSECT activity or decision-making process has an obligation to disclose any conflicting or potentially conflicting personal, professional, or business interests he/she may have, directly or indirectly, with the affected activity or decision.
- Potentially conflicting interests may relate to AmSECT’s programs and services (e.g., educational courses) or its operations (e.g., contracts with third parties). In the event that an officer, director, or member of an AmSECT Task Force, or other committee (collectively, referred to herein as “committee members”) determines that he /she has a COI on a particular matter, he/ she will disclose the conflict to AmSECT’s Board of Directors or to the other committee members, as applicable. Board members should excuse themselves from voting where a conflict exists.

3. C. Obligation to Disclose—Commercial Relationships

- In addition, staff and volunteers participating in AmSECT-related activities are obligated to disclose the positions they hold or relationships they have with other organizations or entities that may conflict, directly or indirectly, with their AmSECT activities.
- They also have an obligation to disclose any significant financial interest in, or other relationship with, an entity having a “commercial interest” in the activity.
- A commercial interest may exist not only where the entity’s products or services are under consideration by AmSECT, but also where the entity’s products or services are in competition or potential competition with those under consideration.
- By the disclosure of such interests, other participants will have the opportunity to consider potential biases.
- In addition, the Board of Directors (or, as applicable, committee members) will be in a better position to determine whether the participant may have an interest in conflict with the interests of AmSECT.

3. D. Annual Disclosure Form

- To help assure full disclosure of any actual or potential COI, all staff and volunteer participants in AmSECT-related activities, must comply with this Policy and annually sign and submit a Disclosure (see Appendix I) (i) acknowledging that he/ she is aware of and has read the Policy; and (ii) disclosing the information described above.
- If, subsequent to any such annual disclosure (but prior to execution of a new annual Disclosure Form), an AmSECT staff member or volunteer becomes aware of a relationship required to be so disclosed, that staff member or volunteer will promptly make the required disclosure by submitting a revised Disclosure Form identifying the organization, business, group, entity, etc., and describing the nature of the relationship.

4. Code of Conduct

- In order that AmSECT may better achieve its purposes, the following Code of Conduct is adopted and governs the conduct of all members, member representatives, conference attendees and staff.
- All members, member representatives and attendees in connection with all AmSECT matters and activities will:
- Conduct themselves and their activities in a professional manner marked by integrity and a spirit of fair play. The Society will not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities, operations or elections. AmSECT is committed to providing a safe environment for all its volunteers and members free from discrimination on any ground and from harassment at Society functions including sexual harassment.
- Refrain from engaging in any activity that would violate confidentiality commitments and/or proprietary rights of the Society.
- Abide by the Bylaws and policies of AmSECT.
- Not engage in sales activity, including direct or indirect solicitation, or conduct any other activity contrary to the purposes or policies of AmSECT.
- Not distribute any materials or post displays of any kind at AmSECT activities without prior approval.

- Not engage in any form of personnel recruiting at, or using, AmSECT facilities or resources unless through prior approval of the Board of Directors.
- Not use the AmSECT name/Logo other than in the conduct of AmSECT business as determined by the Board of Directors.
- Not use the AmSECT membership or conference attendee lists or any part thereof except in the conduct of business as determined by the Board of Directors.
- Conduct themselves in a manner that is consistent with, and not disruptive to, the business and social activities sponsored by AmSECT.

5. Committees and Liaisons

5. A. Elected Committees

1. The Achievement Recognition Committee promotes the enhancement and prestige of the awards and scholarships and administers the judging and selection of the recipients. With the approval of the Board of Directors, it shall establish and maintain guidelines for each award and scholarship.
 - The Achievement Recognition Committee consists of three (3) members.
 - Term of office is for three (3) years starting at the termination of the annual meeting at which elected and ending at the termination of the third subsequent annual meeting.
 - One new member and any vacant positions will be elected annually by the membership by ballot.
 - The senior member of the committee serves as chairperson.

2. The Bylaws Committee studies the bylaws and propose amendments to them as necessary to enhance their administration and present such proposals to the Board of Directors and/or the membership.
 - The Bylaws Committee consist of two members for a portion of the three years cycle.
 - Term of office is for three (3) years starting at the termination of the annual meeting at which elected and ending at the termination of the third subsequent annual meeting.
 - One new member and any vacant positions will be elected, as prescribed, by the membership by ballot.
 - The senior or sole member of the Committee serves as chairperson.

Proviso: The second member is elected to serve a term that begins with the start of the third year of the senior member. Hence, the committee cycle shall consist of a senior member and a junior member for the third year.

3. The Ethics Committee is to constantly ensure that the society members and its officers function within the framework of the code of ethics and within the guidelines of these bylaws and the articles of incorporation. The Ethics Committee oversees elections and the election process.
 - The Ethics Committee consists of three (3) members.
 - Term of office is for three (3) years starting at the termination of the annual meeting at which elected and ending at the termination of the third subsequent annual meeting.
 - One new member and any vacant positions shall be elected annually by the membership by ballot.
 - The senior member of the committee will serve as chairman.
 - The Ethics Committee will review all Ethics Policies annually.

4. The Nominating Committee will request the membership to submit recommendations for nominees for national office and for elected committees at least one hundred and twenty (120) days in advance of the annual meeting. It will consider any such recommendations received by it, but will not be limited to them.
 - The Nominating Committee will assist the Ethics Committee in overseeing the elections.
 - The Nominating Committee will consist of three (3) members.
 - The term of office is for three (3) years starting at the termination of the annual meeting at which elected and ending at the termination of the third subsequent annual meeting.
 - One new member and any vacant positions will be elected annually by the membership by ballot.
 - The senior member of the committee will serve as chairman.
5. In the event there is a vacancy in any of the elected committees the vacancy will be filled for the remainder of the year by a member elected by the Board of Directors. If the vacancy occurs within the Bylaws Committee, at the end of the year the Bylaws Committee will be placed on the ballot to be voted on for the remainder of the regular three (3) years term.

5.B. Standing Committees

1. The Strategic Planning Committee is responsible for developing a long range management plan and budget requirements in consultation with the president, the treasurer, and proposed committee chairmen and the publications editors.
 - a. The plan must be developed and distributed to the Board of Directors at least 30 days prior to the fall meeting of the second year of the president-elect's term of office.
 - b. During the fall Board of Directors Meeting the plan shall be revised as necessary and approved.
 - c. The approved plan will be electronically available to the membership within 60 days of the Board of Director's approval.
 - d. The Strategic Planning Committee will consist of no more than six (6) committee members, in addition to the president and treasurer.
 - e. The President-Elect will appoint the members.
 - f. The President-Elect will serve as chairman.
2. The Finance Committee will consist of the Executive Committee. The Treasurer will serve as chairperson.
3. The Government Relations Committee Chairman will be appointed by the President and approved by a vote of the Board of Directors.

5.C. Appointed Committees

Appointed Committees of the society will be created and/or dissolved by the president and the Board of Directors as needed.

- Appointed Committees may be special purpose committees, task forces or liaisons.

5.D. Ex Officio Committee Member

- The president will be *ex officio* a member of every committee except the Nominating Committee and the Ethics Committee and will be notified of their meetings. All committees will report to the Board of Directors.

5.E. Presidents Duties for Appointments and Changes in Appointments

- The President will submit all committee chair and liaisons appointments for approval by a vote of the Board.
- The President will advise the Board of any changes in appointed positions and submit the name of the replacement person for approval by the Board.
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5. F. Committee Requirements, Terms, Goals and Evaluations

- Members of the Elected, Standing and Appointed Committees must be current members of AmSECT. AmSECT may appoint non-members to Task Forces for the expertise they bring to the group.
- Terms of three years are in effect for committee members with the option to be renewed for another term.
- A committee document outlining the committee’s plan for the year will be developed by the committee based on the Strategic Plan and input from the Board and approved by a vote of the Board. Committee charges will be posted on the committee section of the website.
- A committee scorecard outlining progress toward goals will be completed twice annually, prior to each board meeting.
- Committee evaluations will be completed near the end of a member’s term.
- Staff, working with Committee Chairs, will manage the term roster and evaluation process.

6. Committee Meetings

6. A. Committee Meetings during AmSECT Events

- The Executive Committee must approve all committee meetings scheduled during AmSECT-sponsored events.

6. B. National Office involvement in Contracts Associated with AmSECT Events

- The National Office should facilitate and approve all contracts associated with AmSECT-sponsored meetings.

6. C. Scheduling Meetings During AmSECT Events

- The National Office will contact all committees to schedule meetings during AmSECT-sponsored events.

MEMBERSHIP POLICIES

7. Membership Dues

7. A. Membership Types

- AmSECT offers numerous membership types: Each type has its own eligibility requirements and benefits.
- Active, Associate, International, Transitional, Student, Retired, Lifetime, Perioperative Blood Management Clinician

7. B. Membership Dues

- In order to be a member in good standing, each dues paying member must pay the initiation fee and annual dues.
- The fees and dues shall be as determined by the board of directors, except that any increase in dues must be approved by the membership.
- In the event a member resigns, or their membership lapses, reinstatement of their membership will require payment of all current and existing fees and be subject to the membership criteria in effect at the time reinstatement is requested.
- Dues are due and payable to the national office with the application for membership and annually thereafter on the anniversary date of acceptance.
- Annual dues should be paid in advance and a member in arrears in the annual payment of dues is not allowed to vote and does not have other privilege of membership until the account is settled.
- The members' dues not received by the national office within thirty (30) days of expiration date are automatically dropped from the membership rolls for non-payment of dues.

7. C. Deferred Dues Revenue

- Since dues are paid on an anniversary cycle, a portion of the dues will be deferred to the next year based on the month renewed/joined. For instance, a member joining in June will have 6 months dues applied to the current year and six months, deferred to the following year.

8. Lifetime Membership

8. A Nominations for Life

- Nominations for life membership must be submitted in writing prior to the Fall Board meeting (are included in the agenda book).
- All nominations must include the nominee's curriculum vitae. The total number of Life members must not exceed 35.

8. B Life members

- Voting on Life members takes place at the annual Corporate Membership Meeting.
- A new Life member will receive a plaque and be recognized at the meeting; travel and hotel are not provided for attendance at this meeting.

FINANCIAL POLICIES

9. Budget & Financial Policies

The AmSECT budget is developed beginning in the summer with the goal of finalizing a budget for approval at the Fall Board meeting. Revenue is budgeted conservatively, often based on previous year final numbers. Expenses are budgeted accurately, when possible, based on current cost.

9. A. Process

- Staff develops budget process and timeline with Treasurer
- Staff requests budget template from Financial Management which includes historical actuals and current year budget and actuals
- Staff submits budget request form to committee chairs and liaisons
- Staff develops initial budget draft for review by Treasurer
- Adjustments are incorporated additional drafts are submitted to Finance Committee. The Treasurer presents draft budget to Board for approval at its Fall board meeting.

9. B Budget Exceptions

The Finance Committee is authorized to approve budget exceptions during the fiscal year.

9. C. Treasurer Report

- The Treasurer will present an annual financial report of the preceding fiscal year and the current budget at the Annual Corporate Membership Meeting.
- This report will be available to members upon request.

9.D. Operating Reserve Policy

- **Purpose**

The purpose of the Operating Reserve Policy for AmSECT is to ensure the stability of the mission, programs, and ongoing operations of the organization. The Operating Reserve is intended to provide an internal source of funds for situations such as a sudden but time-limited increase in budgeted or unbudgeted expenses, unanticipated loss in funding, or uninsured losses. The Reserve may also be used for one-time, nonrecurring expenses that will build long-term capacity, such as marketing, program development and investment in infrastructure. Operating Reserves are not intended to replace a permanent and ongoing loss of funds, balance a permanent and ongoing increase in expenses, or eliminate an ongoing budget gap. It is the intention of AmSECT for Operating Reserves to be used and strategically replenished within a reasonably short period of time. The Operating Reserve Policy will be implemented in concert with the Bylaws of the American Society of Extracorporeal Technology and the American Society of Extracorporeal Technology Policy and Procedure Manual, as well as any other governance and financial policies of AmSECT, and is intended to support the goals and strategies contained in these related policies and in strategic and operational plans.

- **Definitions and Goals**

The Operating Reserve Fund is defined as a designated fund set aside by action of the Board of Directors and maintained by the Treasurer and the management firm. The minimum and maximum amount to be designated as Operating Reserve will be established in an amount sufficient to maintain ongoing operations and programs for a set period of time, measured in months. The Operating Reserve serves a dynamic role and may be reviewed and adjusted in response to internal and external changes.

The target minimum Operating Reserve Fund is equal to three months of average operating costs. The target average Operating Reserve Fund is equal to six months of average operating costs. The target maximum Operating Reserve Fund is equal to twelve months of average operating costs. The calculation of average monthly operating costs includes all recurring, predictable expenses such as professional fees, administration costs, travel, program, and ongoing operational expenses. Depreciation, in-kind, and other non-cash expenses are not included in the calculation. The calculation of average monthly expenses also excludes some one-time expenses and capital purchases.

- **Accounting for Reserves**

The Operating Reserve Fund will be recorded in the financial records. Operating Reserves will be maintained by the AmSECT Treasurer and the Executive Director in conjunction with the finance department of the management firm in a bank account or investment fund, in accordance with investment policies.

- **Funding of Reserves**

The Operating Reserve Fund will be funded when appropriate with surplus unrestricted operating funds. The Board of Directors may direct that a specific source of revenue be set aside for Operating Reserves. The annual operational budget will be created with consideration for replenishing Operating Reserves when Operating Reserves are below the defined target average, with elevated consideration as the Operating Reserves near or fall below the defined target minimum. The annual operational budget will be created with consideration for investment of the reserves as described in this policy as the Operating Reserves exceed the defined target average with elevated consideration as the Operating Reserves near or exceed the defined target maximum.

- **Use of Reserves**

Use of the Operating Reserves requires three steps, in alignment with the guidelines of the Bylaws and the Policy and Procedure manual:

- 1. Identification of appropriate use of reserve funds.**

The Executive Director and staff will identify the need for access to reserve funds and confirm that the use is consistent with the purpose of the reserves as described in this Policy. This step requires a thorough analysis of the need, the reason for the shortfall if any, the availability of any other sources of funds for consideration before using reserves, and evaluation of the time period that the funds will be required with consideration for when they will be replenished if appropriate.

- 2. Authority to use operating reserves**

The Executive Director will submit a request to use Operating Reserves to the Finance Committee. The request will include the analysis and determination of the use of funds. The organization's goal is to replenish the funds used if necessary as defined so as to restore the Operating Reserve Fund to within a reasonable range of the target amount. If the Operating

Reserves fall below the target average and the use of Operating Reserves will take longer than 12 months to replenish, the request will be scrutinized more carefully. The Treasurer will approve or modify the request and authorize transfer from the fund, or recommend the request to the Finance Committee or the Board of Directors.

3. Reporting and monitoring.

The Executive Director and the Finance Committee are responsible for ensuring that the Operating Reserve Fund is maintained and used only as described in this Policy. Upon approval for the use of Operating Reserve funds, the Executive Director will maintain records of the use of funds. He/she will provide regular reports to the Treasurer, the Finance Committee and the Board of Directors of progress to restore the Fund to the target minimum amount.

- **Relationship to Other Policies**

AmSECT shall maintain the following board-approved policies, which may contain provisions that affect the creation, sufficiency, and management of the Operating Reserve Fund.

Operating Reserve Policy

Investment Policy

Policy and Procedures Manual

- **Review of Policy**

This Policy will be reviewed every 3 years, at minimum, by the Finance Committee, or sooner if warranted by internal or external events or changes. Changes to the Policy will be recommended by the Finance Committee to the Board of Directors

9.E. Investment Policy

- **Purpose**

- The purpose of this Investment Policy Statement (“IPS”) is to establish guidelines and create an understanding between the investor (AmSECT) and the Financial Advisor (“Advisor”) as to the asset allocation that will govern AmSECT’s invested assets (hereinafter “Portfolio”).

- **Definitions and Goals**

The investment objective of the Portfolio is to seek capital appreciation with an emphasis on return on investment over principal preservation while employing moderate risk to principal in order to seek growth of the portfolio over time. It’s accepted that in order to achieve long-term growth, there may be periods of economic uncertainty or dislocation during which performance may lag the comparable market indices. As a society with a 501(c)(3) non-profit tax status, portfolio liquidity will be kept at a minimum and as needed to meet the operational needs of the society under the discretion of the management firm, to be reviewed on a regular basis.

- **Asset Allocation**

The Portfolio’s asset allocation has the flexibility to vary within the asset allocation ranges outlined in this Investment Policy Statement. The following are asset allocation ranges relative to the target strategic asset allocation

Asset Class	Minimum Weight	Target Weight	Maximum Weight
Cash	0%	5%	10%
Equities	50%	60%	80%
Fixed Income	5%	15%	20%
Alternatives	5%	10%	20%

- Accounting for Reserves**

The portfolio, its assets, performance, and composition, will be maintained by the Advisor and evaluated every year, at a minimum, by the AmSECT Treasurer and the Executive Director in conjunction with the finance department of the management firm, in accordance with the goals defined in this policy, as well as the current and projected needs of the society.
- Review of Policy**

This policy will be reviewed every 3 years, at minimum, by the Finance Committee, or sooner if warranted by internal or external events or changes, to ensure that the society’s goals and objectives have not changed in such a fashion to alter its investment approach. Changes to the policy will be recommended by the Finance Committee to the Board of Directors.

10. Audit

This policy ensures that an independent certified public accounting firm reviews the AmSECT financials on an annual basis.

10. A Selection and Management

- Every five (5) years, or sooner if the situation warrants (see item above), a RFP for the management of the Society’s audit needs will be developed and distributed. The AmSECT Finance Committee will review the responses and select the CPA firm.
- The Association staff will perform management of the audit.
- The audit specifications shall include a management letter to the Board of Directors regarding internal financial operations and controls and recommendations for improvement, where applicable.

10. B Audit Approval

- The Board of Directors will approve the final audit report with the recommendation of the Treasurer.
- The Treasurer will hold a call with the Audit firm without staff present prior to making a recommending approval of the Audit to the Board of Directors.
-

11. Expense Reimbursement

11. A. All Expenses

- The Finance Committee must approve any non-budgeted expenses in excess of \$250.
- The Finance Committee must pre-approve all capital equipment, budgeted or not, over \$500.00

- The National Office will house records of all equipment in a fixed asset record.

11. B. Incurred Expenses on Behalf of AmSECT

- Any member or non-member incurring expenses on behalf of the Society may submit a report to the National Office to consider for reimbursement.
- Expense reports are available at the National Office.
- The Society will not provide cash advances.

11. C. Expenses Incurred Attending AmSECT Conferences

- Expenses of any person to attend any Society meetings will be reimbursable per the reimbursement policy in place (See Appendix II).
- . All International Travel must have prior approval of the Executive Committee.

11. D. Reasonable Operational Expenses

- Expense resulting from a called/scheduled Board or Executive Committee meeting, or an approved Committee meeting, are reimbursable. The Finance Committee must preauthorize all committee meeting expense.

11. E. Expense Reimbursement Guidelines

- Expense reimbursement guidelines apply to all members and persons contracting with AmSECT unless the Treasurer, in advance of the expense, issues a written agreement.

11. F. Reasonable Expenses

- Coach airfare at the 30-day advance rate
- Lodging at AmSECT's negotiated group rate at the host hotel for the Board members to attend the Board Meeting and serve at the National Conference.
- Taxi/shuttle to and from airport to host hotel. Use of a free hotel shuttle service is expected.
- "Home" airport parking expenses in the long term parking deck. Valet parking rates are not reimbursable.
- Private automobile expenses will be reimbursed at the IRS- approved rate per mile, not to exceed the discounted airfare (the treasurer must be notified 21 days prior to the meeting of the plans to use a private automobile, at which time the treasurer will determine the airfare via on-line booking information). Rental car expenses are not reimbursable.

11. G. Submission of Expense Reports

- Expense reports should be submitted to the National Office within 30 days after the expenses are incurred, complete with itemized receipts attached for all expenses.
- The Treasurer and AmSECT's accountant will review all expense reports for appropriateness and accuracy. The accountant will review the Treasurer's expenses.

12. Legal Counsel

- The Board of Directors of AmSECT will employ outside legal counsel for providing sound advice for all legal matters of the organization. AmSECT's attorney may or may not be present at meetings.

13. Contracts

- The Executive Committee submits all contracts to the National Office for approval.
- No person other than the President or the Executive Director upon approval of the Executive Committee may sign any contract in the name of AmSECT.

14. Trademark and Trade Names

14. A. The AmSECT logo

- No entity can use the AmSECT logo without the express written permission of the Executive Committee.
- The AmSECT logo is used on all official stationery of the Society.
- Official correspondence is sent from the AmSECT National Office. Personalized stationery will not be printed.

15. Record Retention

- AmSECT records will be retained based on the following timeline:

Permanently

- Audit reports (Accounting, Admin)
- Cancelled checks for important payments such as property purchases and special contracts (checks should be filed with underlying transaction papers) (Accounting)
- Cash books (Accounting)
- Chart of accounts (Accounting)
- Contracts (still in effect) (Admin)
- Deeds, mortgage and bills of sale (Admin)
- Depreciation schedules (Accounting)
- Financial statements (year-end, other optional) (Accounting, Admin)
- General/private ledgers, year-end trial balance (Accounting, Admin)
- Insurance records (current accident reports, claims, policies, etc. Expired policies should be kept 3 years) (Admin)
- Journals (Admin)
- Legal and other important correspondence (i.e. certification, contracts, etc.) (Admin)
- Minutes books (board of directors, stockholders, including bylaws and charter) (Admin)
- Patents and related papers (Admin)
- Property records (including costs, depreciation reserves, year-end trial balances, depreciation schedules, blueprints and plans) (Admin)
- Reports submitted to the Board of Directors (committee, task force, etc.) (Admin)
- Retirement and pension records (HR)

- Tax returns and worksheets, revenue agents' reports and other documents relating to determination of income tax liability (*Accounting*)
- Trademark registrations and copyrights (*Admin*)

Keep for 7 Years

- Accident reports and claims for settled cases (*Admin*)
- Accounts payable ledgers and schedules (*Accounting*)
- Accounts receivable ledgers and schedules (*Accounting*)
- Cancelled checks (*Accounting*)
- Expense analysis and distribution reports (*Accounting*)
- Expense reports (including personal) (*Accounting*)
- Expired contracts, mortgages, notes and leases (*Admin*)
- Garnishments (*Accounting*)
- Inventories of products, materials and supplies (*Admin*)
- Invoices (from vendors) (*Accounting*)
- Notes receivable ledgers and schedules (*Accounting*)
- Payroll records and summaries (*HR*)
- Personnel records of discharged employees (*HR*)
- Sales records (*Admin*)
- Vouchers for payment to vendors and employees (including travel and allowance and reimbursement of employees and officers) (*Accounting*)
- Withholding tax statements and tax returns and worksheets (relating to tax liability) (*Accounting*)

Keep for 5 Years

- Correspondence (general and routine) with customers/members and/or vendors (*Admin*)

Keep for 3 Years

- Bank statements and reconciliations (*Accounting*)
- Employment applications (*HR*)
- Insurance policies (expired) (*Admin*)
- Internal audit reports (*Admin*)
- Internal reports (miscellaneous) (*Admin*)
- Invoices to members/customers (*Admin*)
- Petty cash vouchers (*Accounting*)

Keep for 2 Years

- Duplicate deposit slips (*Accounting*)

16. Confidentiality Policy

The following policy relates to the access to and handling of confidential information gained by participation on AmSECT's Board of Directors, Committees, Task Forces or Work Groups or other work on behalf of AmSECT

16. A. Access to Confidential Information

- From time to time, AmSECT member volunteers will have access to various forms of confidential information concerning AmSECT members or Society business.
- This information may be sensitive in nature.

16. B. Handling Confidential Information

- Members of AmSECT's Board of Directors ("Board"), Committees, Task Forces or Work Groups and other AmSECT members working on behalf of AmSECT will maintain the confidentiality of all information, data, meetings, discussions, deliberations and decisions and all materials that have been deemed confidential.
- Members will use the Confidential Information only for the purpose of the work being performed by the Board, Committee, Task Force or Workgroup, or other work on behalf of AmSECT and not for any other purpose.
- Members will not disclose to anyone, reproduce or otherwise use any Confidential Information except for authorized communications with the AmSECT Board of Directors, Executive Director, and/or other authorized AmSECT representative.

16. C. Confidentiality Agreement

- Members will be required to sign an acknowledgement and Agreement of Confidentiality (See Appendix III) prior to participating on an AmSECT's Board, Committees, Task Forces or Work Groups, or other work on behalf of AmSECT.

16. D. Exception

- Confidential information that is otherwise publicly known or that is made available through no fault of the member is not subject to the terms of this policy.

17. Whistleblower Protection Policy

The American Society of Extracorporeal Technology (AmSECT) prides itself on its adherence to federal, state, and local laws and/or regulations, including business ethics policies. As such, even though it is not obligated to do so, AmSECT has decided to voluntarily adopt a whistleblower protection policy.

17. A Policy statement

- Pursuant to this policy, any employee who becomes aware of any violation of federal, state, or local law or regulation, including any financial wrongdoing, should immediately report the violation to the Executive Director to allow the organization to investigate and, if applicable, correct the situation or condition.

17. B. Executive Director Involvement

- If the Executive Director is involved or is believed to be involved in the matter being reported, employees may, in the alternative, make a report to AmSECT's legal counsel.

17. C. Investigation

- AmSECT will conduct an investigation and take appropriate action within a reasonable period of time. Such complaints will be held in confidence to the extent the needs of the investigation permit.

17. D. “Financial wrongdoing” may include, but is not limited to:

- Questionable accounting practices;
- Fraud or deliberate error in financial statements or recordkeeping;
- Deficiencies of internal accounting controls;
- Misrepresentations to company officers or the accounting department (including deviation from full reporting of financial conditions).

17. E. No Retaliation Policy

- If any employee reports in good faith what the employee believes to be a violation of the law and/or financial wrongdoing to AmSECT, its legal counsel, or to a federal, state, or local agency or assists in an investigation concerning financial wrongdoing, it is AmSECT’s policy that there will be no retaliation taken against the employee.

17. F. Confidential Financial Information Reminder

- Employees are reminded of the importance of keeping financial matters confidential. Employees with questions concerning the confidentiality or appropriateness of disclosure of particular information should contact the Executive Director.

18. Corporate Partners

Corporate Partner packages will be developed annually based on feedback from the Corporate Sponsors. Packages will delineate all benefits received by the Corporate Partners.

19. Exhibitors

19. A. Space per Exhibitor

- Each exhibiting company will be allowed two registrations per 10x10 booth. Any representatives over and above this number must obtain additional passes at the exhibitor registration fee.

19. B. Guidelines for Exhibitors

- Exhibitor guidelines will be developed by the National Office and sent to all prospective exhibitors.

19. C. Rules on Exhibits

- Exhibits must be educational, professional, and dignified with no “attention getting” devices which detract from professionalism.

19. D. Booth Assignments

- Booth assignments will be based on corporate sponsorship, a rotating schedule among sponsorship levels, and for non-sponsors time booth space was purchased.

19. E. Promotional Items

- The Conference Planning Chairman must approve promotional items.

19. F. Social and Hospitality Suites

- Social functions/hospitality suites must not conflict with AmSECT functions/scheduled events.

20. Corporate Membership Meeting

20. A. Timing of Corporate Membership Meeting

- The annual Corporate Membership Meeting will take place during the International Conference.

20. B. Corporate Meeting Minutes

- Minutes of the previous year’s Corporate Membership meeting will be available on the AmSECT app.

20. C. Agenda Reports

- Corporate Membership Meeting agenda will include reports from the Treasurer and Conference Chair, along with the Teller’s Report and Installation Ceremony.

20. D. Contract Limitations

- AmSECT will not enter into contracts with any organization that would limit conference activity on any day of the conference.

21. Presentations

21. A. Identification of Presenters

- Identification of presenters shall be limited to the name, institution, and city in the conference program. Each presentation may have one slide identifying the presenter, coauthors, institution, and city of origin.

21. B Disclosure Slide

- Each presentation must have one slide disclosing any consulting, conflicts of interest, etc. or stating that there is nothing to disclose

22. Invited Speakers

22. A Registration fees

- Registration fees will be waived for all speakers.

22. B. Invited Speaker Honorarium

- Invited speakers may be offered an honorarium of up to \$750.00 to defer expenses.
- Non-perfusionist speakers may be offered full expense reimbursement if pre-approved by the treasurer and funding (e.g. educational grant) is available.

23. Faculty Members

23. A. Faculty member Registration

- Faculty members and members of the Conference Planning Committee will receive complimentary meeting registration

23. B. Faculty Reimbursement

- Faculty and Conference Planning Committee members will be reimbursed according to the Reimbursement Policy.

23C. Moderator Reimbursement

- Moderators will receive no reimbursement unless also serving as a faculty member.

23. D. Faculty in Industry

- Registration will be waived, but no expenses reimbursed, for faculty who have an association with AmSECT's corporate partners. Conference Planning Chair and Committee will provide a means of managing COI (see below Managing/ Resolving Conflicts)

23. E. Reimbursement Process

- All faculty members requesting reimbursement for approved expenses must submit an itemized request on the AmSECT Reimbursement Request Form and provide receipts, within thirty days of the conference.

23. F. Multiple Presentations by Invited Faculty

- Invited faculty should ideally be involved in more than one presentation and scheduled in a way that minimizes the requirement for overnight lodging.

23. G. Conference Material and Travel Planning for Invited Faculty

- Invited faculty will provide conference materials to the Association Manager no later than 45 days prior to the conference, and will provide information about travel arrangements no less than 30 days in advance of the conference.

23. H. Request for Variance in Policy

- In the rare event that a Conference Chair should wish to have a variance from this policy, he or she should make that request in writing to AmSECT's Executive Committee no less than five months prior to the conference.

24. Faculty Conflicts of Interest

24. A. Conflicts of Interest

- If a speaker has a financial relationship with a commercial interest and his/her participation in the CEU activity presents a conflict, you must propose a management plan.
- This plan could include (a) withdrawal from participation in any part of the CEU activity where a conflict exists; (b) deletion of any reference to the commercial interest in the presentation; or (c) reference the commercial interest only while citing evidence-based reviews.

25. Conference Planning Guidelines and Chair Responsibilities

25. A. Conference Venue Timing

No less than two years in advance of an upcoming conference, the BOD should decide on three venues to search for the next year's conference. Conference chairs should be consulted, but ultimately this is a Board decision. If the BOD is planning to collaborate with another Society on a joint meeting, feedback should be solicited from membership before moving forward.

25. B. Preliminary Conference Agenda

- The Conference Chair should work with the Conference Planning Committee (CPC) to complete a preliminary conference agenda including meeting topics, overall meeting theme, and proposed faculty.
- The Conference Chair should review the estimated budget and agree with the Association Manager/Director and the Treasurer on estimated conference expenses and revenue.

25. C. Final Conference Agenda Timing

- At least four months in advance, the Conference Chair will complete and submit a final conference agenda to the staff, to include full name of speakers, credentials, hospital affiliations, mailing addresses, phone numbers, fax numbers, and email addresses.
- This will allow ample time for marketing the meeting.

25. D. Marketing of Conference

- Staff will work with the CPC to develop a marketing plan for the meeting to include website postings, email campaign and social media postings.

25. E. Finalization of Conference Program

- Once the program is finalized, staff will correspond with speakers to confirm their participation and outline faculty responsibilities, deadlines, and participation package to include AV Speaker Release forms, Disclosure/Conflict of Interest forms, reimbursements, and instructions for submitting faculty syllabus summaries (consisting of PowerPoint slides or a Word document of up to five pages).
- The need for timely submission of required forms as well as proper formatting for abstract and PowerPoint submission will be discussed.
- The importance of masking all patient identifying information on slides for HIPAA compliance will be stressed.
- Staff will follow up on receipt of the above as well as track changes to the program (new lecture titles, cancelled speakers, etc.).

25.F. Syllabus Timing

- Syllabus materials, COI and video consent forms will be due 60 days in advance. Reminders will be sent to faculty as necessary.

26. Editor, Journal of ExtraCorporeal Technology

The Editor is responsible for all aspects of publication associated with maintaining the *Journal of ExtraCorporeal Technology* as the premier journal of the field of Perfusion Technology. The Editor is committed to making sure that the *Journal* maintains its reputation of publishing the best scholarship in these areas. The Editor is responsible for the final decision with regard to the selection of papers for publication and provides substantive editing of journal contents. The term for JECT Editor is five years.

26. A. Principal Duties

- In partnership with the Journal Editorial Board, define the overall strategic direction for the *Journal* and provide leadership to achieve the goals determined by that strategic direction.
- Actively solicit manuscripts for the *Journal*.
- Select a line-up of papers for each issue.
- Recruit and select editorial reviewers.
- Maintain regular communications with individual members of the Editorial Board and convene an annual meeting of the Editorial Board to discuss *Journal* review policies and procedures and the direction of the publication.
- Conduct initial screening of all manuscripts and forward those that meet criteria to selected reviewers.
- Work with authors to revise manuscripts based on reviewers' comments and the Editor's own recommendations for improvement.
- Write a thoughtful editorial for each issue.

Communicate on a regular basis with the staff liaison about the status of all manuscripts in the pipeline.

- Work with the staff of AmSECT's management firm in maintaining the *Journal* website including updates to *Journal* information, instructions, and updating the archive of papers after each issue.
- Serve as the primary liaison to authors.
- Return rejected manuscripts to authors with a constructive form letter.
- Coordinate journal production to ensure four full issues per year on a regular production schedule.
- With the staff, participate in *Journal* promotion and development activities including sponsorships, exchange and other appropriate advertising.
- Periodically update ancillary materials such as style guidelines for authors, solicitation requests from authors and use of the *Journal* in teaching.
- Report annually to the AmSECT Board of Directors on the status of the publication.
- Promote the *Journal* at national and international conferences.
- Work with the AmSECT management firm to develop and propose an annual budget.
- Operate within the AmSECT Board's approved operating budget.
- Work diligently with the Editorial Board to protect the public by assessing the veracity of the authors' claims.

26. B. JECT Editor Selection Process

- The JECT Editor will request, with the permission from the Executive Committee, the submission of a CV and a biographical information from interested Associate Editors or tenured Editorial Board Member interested in serving as Editor.
- The biographical information should explain their interest in serving as Editor and describing why they should be selected for this important volunteer position.
- The JECT Editor should convene a meeting of the Editorial Board to review candidates and make a recommendation to the Board. The AmSECT board of directors will vote to select the new Editor.
- The JECT Editor should present the Editorial Board's discussion and rationale to the Board of Directors.

MISCELLANEOUS POLICIES

27. Policy and Procedure Manual

The Secretary is responsible for the Policy and Procedure manual. A Task Force consisting of at least one Officer and two Directors will review the Policy and Procedure manual in the even numbered years. The President shall appoint this Task Force at the Spring board meeting. Suggested revisions and additions will be presented to the Board at or prior to the Fall board meeting. Each Officer, Director, and Committee Chairman should receive a copy of the Board Policy and Procedures upon their election or appointment.

28. Correspondence

- All email correspondence of the BOD and AmSECT Officers should include this confidentiality notice.
- The President is the only person authorized to speak on behalf of and in the name of the Society.
- The National Office will provide Directors with AmSECT stationery upon request.

CONFIDENTIALITY NOTICE: This email message, including any attachments, is for the use of the intended recipient(s) only and may contain information that is privileged, confidential, and prohibited from unauthorized disclosure under applicable law. If you are not the intended recipient of this message, any dissemination, distribution, or copying of this message is strictly prohibited. If you received this message in error, please notify the sender by reply email and destroy all copies of the original message and attachments.

29. Parliamentarian

AmSECT Officers may retain the services of a professional parliamentarian.

30. Policy on Rental of AmSECT Mailing List

The National Office has the authority to rent the mailing list for one-time use for mailers. The list renter shall provide AmSECT with a complete sample of the mailing piece for approval prior to release. AmSECT reserves the right to refuse list rental to any company or individual, at its sole discretion. Rental of the AmSECT mailing list to outside vendors and/or entities does not constitute an endorsement or guarantee of the product/service being marketed. AmSECT does not release member email addresses to any third party.

Upon approval of the mailer, AmSECT will provide a cost estimate for the list rental. The estimate will be based on the labor cost for AmSECT staff or a mailing service to handle the mailing plus postage. Payment will be provided to AmSECT headquarters prior to the mailing.

AmSECT **does not authorize** the use of its membership list for the following purposes:

- Announcements of educational programs, equipment, or other products and services not relating to the field of extracorporeal technology.
- Use of member names and addresses for on-site visits to members' homes/offices for any reason.
- Advertising or promoting any conference or meeting that is in direct conflict with any AmSECT conference or event.
- AmSECT shall not act as a broker, through providing its membership label set for any products or service not manufactured or provided directly by the buyer of the set.
- Direct mailing list brokers soliciting the AmSECT membership list on behalf of a client assumes total responsibility for on time payment to the AmSECT, regardless of the client's payment standing with the broker.

Authorized use of list

- All bona fide candidates for any officer or director position may have a one-time use of the email list at no rental charge.
- AmSECT Zone Directors may have access to the relevant mailing list without charge to notify members of pressing issues or meetings. Emails will be sent from the National Office.

31. AWARDS

The following awards may be given out by AmSECT. Please note: all awards and prize moneys are not given each year.

- AmSECT President Award
 - Only given the year of a president turn-over
 - Will next be given at the end of each President's term
 - For the president of AmSECT
 - Gavel Plaque Award
- AmSECT President's Award
 - Only given the year of a president turn-over
 - Will next be given at the end of each President's term
 - President selects recipients
 - Plaque
- AmSECT Service Award
 - Given to the chair of the conference planning team
 - Given to any board members and executive committee members at the end of their term
 - Or if a BOD is moving to executive committee
 - I.E. A Zone director is becoming secretary
 - Given to elected committee position chairs at the end of their term
 - Given to the editor of JECT when stepping down
 - Plaque
- Lifetime Member Award
 - Given to nominees of the award
 - Sworn in at the International Conference meeting

- Plaque
- AmSECT Perfusionist of the Year
 - Nominated by Peers
 - Must be a member of AmSECT
 - Must be a perfusionist
 - Winner is voted on by BOD
 - Glass flame award and prize money
- AmSECT Award of Excellence
 - Nominated by Peers
 - Must be a member of AmSECT
 - Must be a perfusionist
 - Winner is voted on by BOD
 - Glass flame award and prize money
- John H. Gibbon Jr. Award
 - Nominated by Peers
 - Does not need to be a member of AmSECT
 - Does not need to be a perfusionist
 - Winner is voted on by the BOD
 - Bronze medal and \$prize money
- JECT- Original Research
 - Only articles published during the previous year
 - Voted by JECT editorial Board selected by Editor in Chief
 - \$1,000 prize money and plaque to primary author
 - Primary Author must be a member of AmSECT
- JECT- Case Report
 - Only articles published during the previous year
 - Voted by JECT editorial Board selected by Editor in Chief
 - Prize money and plaque to primary author
 - Primary Author must be a member of AmSECT
- JECT- Review Article
 - Only articles published during the previous year
 - Voted by JECT editorial Board selected by Editor in Chief
 - Prize money and plaque to primary author
 - Primary Author must be a member of AmSECT
- JECT- Technique Article
 - Only articles published during the previous year
 - Voted by JECT editorial Board selected by Editor in Chief
 - Prize money and plaque to primary author
 - Primary Author must be a member of AmSECT
- Any Abstract award winners
 - Given after the presentations at AmSECT
 - Plaque and cash prizes (determined by sponsorship received), sent post conference

31A. Award Process: National Awards

The Achievement & Recognition does a call for nominations for the three national awards presented during the International Conference: The John H. Gibbon, Jr. Awards, AmSECT Award of Excellence and

AmSECT Perfusionist of the Year. The call is open for 6 weeks. The Committee reviews the nominees to confirm eligibility and then the Board of Directors votes to select the winner.

The three winners are notified via letter and given the details of when and where they will receive their awards and invited to an awards dinner with the Executive Committee. Recognition awards are ordered.

JECT Awards—JECT Awards can be given for Original Research, Case Reports, Review Article or Technique Article. Once the 4th quarter Journal is published, a ballot is created of all articles in each of the categories. This is sent to the Editor for Review. Once approved, the Editor selects members of the Editorial Board to vote. Winners are notified and awards are ordered.

Abstract Awards—Abstract award winners are selected onsite following moderated abstract sessions during the International Conference. The Achievement & Recognition Committee identifies judges who will review the abstract posters and complete the scorecards. Awards for the abstracts are mailed to the winners following the conference.

32. Website Privacy Policy

American Society of ExtraCorporeal Technology and the AmSECT Foundation (“AmSECT” “us,” “our,” or “we”) have created this privacy policy in order to demonstrate our commitment to your privacy and protection of personal information that we collect and process. The following discloses our information gathering and dissemination practices. Unless the context indicates otherwise, the terms “you” and “your” refer to both you individually and any entity on whose behalf you are accessing our Website.

This privacy policy applies to information we collect (our “Collection Places”):

- On this Website (including its integrated third party platforms);
- On other platforms we use to facilitate our management of the services we provide to you (e.g. conference registration sites); and
- In email, text, other electronic messages or by telephone or other communications between you and us and (if you are a member) between you and other members through the Website.

If you have questions or concerns regarding this policy, we welcome you to contact us at: privacy@amsect.org.

32. A. Acknowledgement of this Privacy Statement

Your use of any of our Collection Places signifies that you have read and understand all of the terms of this privacy policy.

32. B. Personal Information You Provide Voluntarily

We collect personal information at our Collection Places that include, but is not limited to, name, telephone number, email address, employer, professional title, date of birth, home or business and mailing address, gender, details regarding your entity and business, your job title, username and password, company contacts for corporate members, photographs, and education.

The personal information you are asked to provide (including whether its provision is mandatory or not) is needed so that we may facilitate your access, purchase, use and/or participation in our service offerings, such as (collectively “Services”):

- (a) Membership;
- (b) Conferences & Events;
- (c) Educational programs;
- (d) Online forums;
- (e) Certification/accreditation activities;
- (f) Volunteer opportunities;
- (g) Products for sale;
- (h) Career services;
- (i) Surveys; and
- (j) Any other services and products that are updates or extensions to our Services or relate to other member benefits.

If you choose not to provide us with your personal information, you may not be able to enjoy certain components of our Services.

Additionally, we will also collect personal information when:

- You request us to contact you via mail, e-mail, or telephone to provide information, updates, or promotions about our Services;
- We enter into agreements for affiliated partnerships (e.g., exhibitors, sponsors, advertisers).

We will provide you with the choice and means for limiting the use and disclosure of your personal information before we use or disclose the information for a purpose that is materially different than the purpose described below.

At other times, we may collect information that cannot be used to identify you. For example, we may aggregate non-personal information about you and other customers who visit our Websites. Aggregated information will not contain any information that can be linked directly back to you.

32.C. Personal Information We Collect Automatically

In addition to the Collection Places, we may use any number of tools to collect information about you, your computer access points, and the web browser that you use to connect to our Website. For example, cookies are tiny text files that we place on your computer’s hard drive when you visit our Website. We may use cookies to personalize your interactions with our Websites. You do not have to accept our cookies and you may set your browser to restrict their use and you may delete them after they have been placed on your hard drive. If you do not accept or delete our cookies, some areas of our Website may take more time to work, or may not function properly.

Under the laws of various EU countries, cookies may be served, as long as individuals have provided their consent, having been given clear and comprehensive information, in particular about the purposes for which their personal data will be processed. In at least the above-referenced countries, effective consent may be provided by using browser settings, as long as you take positive action. Before using our Website, you are advised to check your current browser settings to ensure that the settings reflect your consent for us to place cookies on your devices.

We may also collect additional information from your web browser each time you visit our Website. We may collect information about the pages that you visit and the time spent on each web page or area of the Website, the promotions or advertisements that you click on, and other actions that you take while using our Website. This information may include your Internet Protocol (“IP”) address, the type of browser, the time that your browser was used to access our Website, and the referring website’s address. We may also use tools such Google Analytics.

We may also collect information that cannot be used to identify you. For example, we may aggregate non-personal information about you and other individuals who visit our Website. Aggregated information will not contain any information that can be linked directly back to you.

Our Service Providers (defined below) may also use other standard web-based technologies to analyze your movements while accessing our Websites. The technologies include web “beacons,” “pixel tags,” and “clear gifs.” These technologies help us ascertain the effectiveness of our product and service campaigns and marketing programs, allow us to customize the services offered on or through our Website, and help determine the best use for Website content, and product and service offerings. Some of this information, including the IP address, may be stored on our Internet service provider’s server logs, and may be available for extended periods of time.

32.D. Our Use of Your Personal Information

AmSECT may use your personal information to:

- (a) Provide information about our Services and affiliate partnerships;
- (b) Fulfill your member benefits;
- (c) Facilitate your attendance/participation at our conferences and events (both in person and virtual);
- (d) Track your attendance at conferences and trade shows (including exhibitor spaces);
- (e) Prepare invoices and process payments;
- (f) Respond to any of your questions or requests or other communications you send to us;
- (g) Carry out our obligations and enforce our rights arising from any contract entered between you and us;
- (h) Fulfill any other purpose for which you provide information to us;
- (i) Present our Website effectively to you; or
- (j) Perform any other legitimate purpose reasonably consistent with your membership or affiliated partnership.

Additional uses of your non-personal and personal information will allow us to tailor our Services specific to your needs, to help organize and manage our relationship with you or your business, to conduct business, to provide you with support, and to perform functions that are described to you at the time of collection.

In general, we will use the personal information we collect from you only for the purposes described in this privacy policy or for purposes that we explain to you at the time we collect your personal information. However, we may also use your personal information for other purposes that are not incompatible with the purposes we have disclosed to you (such as archiving purposes in the public

interest, research purposes, or statistical purposes) if and where this is permitted by applicable data protection laws.

32.E Our Disclosure of Your Personal Information to Third Parties

We may share your personal information with the following categories of recipients:

- **Third party service providers** (“Service Providers”) who provide (without limitation) administrative/operational services; data processing; membership services; marketing & communication services; meeting management services; website hosting services; membership database services; credit card processing; conference registration; conference mobile applications; conference/event hotels and venues; or who otherwise process personal information for purposes that are described in this privacy policy or notified to you when we collect your personal information;
- **Other AmSECT members** may receive certain items of your personal information as part of a membership directory or through collaboration portals. In addition, if you sign up to attend a member meeting or other AmSECT-sponsored event, all other AmSECT members who sign up for the event may be notified of your intended attendance at the event and may be given your full name, address, company name, and email address. We are not responsible for other members use or misuse of your personal information; and
- **Affiliated partners**, such as exhibitors, sponsors and advertisers, may receive membership lists or event attendance lists that include your full name, address, and company name. We are similarly not responsible for the use or misuse of your personal information by our affiliated partners.

We may also disclose your personal information as is necessary to: (a) comply with a subpoena or court order; (b) cooperate with law enforcement or other government agencies; (c) establish or exercise our legal rights; (d) protect the property or safety of our company and employees, contractors, vendors, suppliers, and customers; (e) defend against legal claims; (f) help with internal and external investigations; or (g) as otherwise required by law or permitted by law. We may disclose your information in connection with the sale or merger of AmSECT or any transaction that involves the sale or assignment of some or all of our assets.

32.F. Data Storage and Security

We make reasonable efforts to ensure that our Service Providers have implemented physical, electronic, and procedural security measures to assist with safeguarding your personal information, and to help protect against unauthorized access and disclosure. Notwithstanding our efforts, the Internet has inherent security risks. We cannot promise, and you should not expect, that your personal information, personal searches, and other communications will always remain secure. You should take care with regard to how you handle and disclose your personal information or any username or password that you are required to use to access all of our Collection Places.

32.G. Children and Data Collection

Our Website content is not directed toward children who are under the age of 16. We do not knowingly collect personal information from children. If we or our Service Providers become aware that a child has provided us with personal information without parental consent, that information will be deleted from

our databases. If you have questions about personal information that may have been submitted by a child, please email us at amsect@amsect.org.

32.H. How You May Access and Change the Information that AmSECT Collects

The first time that you provide us with registration information through our Website, you may be offered the opportunity to subscribe to and receive additional information about our products and services. Each commercial e-mail that we send to you will offer you the opportunity to opt-out of continuing to receive such messages. We may take up to 10 business days to process your opt-out requests. In some instances, we may have already shared your information with one of our authorized third parties before you changed your information preferences, and you may briefly continue to receive e-mail even after you have opted out. FTC e-mail compliance guidance allows us to send you transactional and relationship e-mail without offering you the opportunity to opt-out of receiving those types of e-mail.

For those Website users located in the European Union, we are required by law to advise you that your personal information may, at times, be accessible by individuals who are located worldwide including in countries that the European Commission has not determined provide the same level of data protection as in your country. By providing us with your personal information, you are consenting to our use of it in accordance with our privacy policy, including the transfer of your personal information across international boundaries to jurisdictions anywhere in the world as permitted by local law, including, without limitation the United States.

In some cases, the United States may not be deemed to have data privacy laws that afford an equal level of protection for your personal information as those laws legislated at the direction of the European Union, however, please be assured that we will continue to adhere to the principles stated in this privacy policy and in applicable laws in connection with any personal information. We will endeavor to preserve the integrity, confidentiality, and security of personal information and afford such personal information an adequate level of protection.

32.I. Rooms/Forums/Message Boards/News Groups

Our Website may make digital forums available to its users. Please remember that any information disclosed in these areas becomes public information, and you should exercise caution when deciding to disclose information through these areas of the Website.

32.J. Information Sharing

AmSECT Personnel: AmSECT's personnel may have access to your information as needed to provide and operate the Services in the normal course of business. This includes information regarding your use and interaction with the Services.

Service Providers: AmSECT works with various organizations and individuals to help provide the Services to you ("Service Providers"), such as website and data hosting companies and companies providing analytics information, like Google Analytics. We may share your personal information with our Service Providers for the purpose of providing the Services. The information we share to our Service Providers may include both information you provide to us and information we collect about you, including Personal Data and information from data collection tools like cookies, web beacons, log files, Unique Identifiers, and location data. AmSECT takes reasonable steps to ensure that our Service Providers are obligated to reasonably protect your information on AmSECT's behalf. If AmSECT becomes aware that a Service

Provider is using or disclosing information improperly, we will take commercially reasonable steps to end or correct such improper use or disclosure.

Business Transactions: AmSECT may purchase other businesses or their assets, sell our business assets, or be involved in a bankruptcy, merger, acquisition, reorganization or sale of assets (a “Business Transaction”). Your information, including Personal Data, may be among assets sold or transferred as part of a Business Transaction.

Lawful Requests: We may be required to disclose User information pursuant to lawful requests, such as subpoenas or court orders, or in compliance with applicable laws. We generally do not disclose User information unless we have a good faith belief that an information request by law enforcement or private litigants meets applicable legal standards. We may share your information when we believe it is necessary to comply with applicable laws, to protect our interests or property, to prevent fraud or other illegal activity perpetrated through the Services or using the AmSECT name, or to protect the safety of any person. This may include sharing information with other companies, lawyers, agents, or government agencies. Nothing in this Privacy Policy is intended to limit any legal defenses or objections that you may have to a third party’s, including a government’s, request to disclose your information.

32.K. Your Rights and Choices Regarding Your Information

Relevant data protection laws provide you certain rights regarding the protection of your data, including:

- the right to access;
- the right to rectification;
- the right to erasure;
- the right to restrict processing;
- the right to object to processing;
- the right to data portability;
- the right to complaint to a supervisory authority; and
- the right to withdraw consent.

More information about your rights relating to AmSECT and the Services is provided via this Privacy Policy.

Access To The Information AmSECT Has Collected About You

AmSECT provides certain tools and settings within the Services to help you access, correct, delete, or modify your personal information associated with the Services. AmSECT welcomes you to contact us regarding the information we have collected about you, including regarding the nature and accuracy of the data that has been collected about you, to request an update, modification, or deletion of your information, to opt-out of certain Services uses of your information, or to withdraw any consent you may have granted to AmSECT.

Please note requests to delete or remove your information do not necessarily ensure complete or comprehensive removal of the content or information posted, and removed information may persist in backup copies indefinitely. Please note that if you choose to delete your information or opt-out of the collection and use of your information, you understand that certain features, including but not limited to access to the Services, may no longer be available to you.

We may store the information we collect about you indefinitely, but information generally will be retained only for as long as necessary to fulfill the purposes for which the information was collected, or as

otherwise required by law. Following termination or deactivation of an AmSECT Account, AmSECT may retain your information and content for a commercially reasonable time for backup, archival, and audit purposes.

Opting-Out Of Communications From AmSECT

Users may opt-out of receiving certain communications from AmSECT by following the unsubscribe process described in an email communication, or by contacting us using the contact information provided below. However, please note you may not opt-out of Services-related communications, such as account verification, changes or updates to features of the Services, or technical and security notices.

Do Not Track

AmSECT does not currently employ a process for automatically responding to “Do Not Track” (DNT) signals sent by web browsers, mobile devices, or other mechanisms. Per industry standards, third parties may be able to collect information, including Personal Data, about your online activities over time and across different websites or online services when you use Services. You may opt out of online behavioral ads at <http://www.aboutads.info/choices/>. You also may limit certain tracking by disabling cookies in your web browser.

Additional Provisions Regarding The Services & Your Information

Transfer And Storage Of Your Information

Please note information AmSECT collects about you may be transferred, processed and/or accessed by us in the United States, or another country where we, or our Service Providers operate. Please be aware Personal Data may be transferred to, and maintained on, computers located outside of your state or country where privacy laws may differ from and may not be as protective as those where you live. If you are located outside the United States and choose to allow us to collect information about you, please be aware that AmSECT may transfer your Personal Data to the United States and process and store it there.

If you are located in the European Economic Area ("EEA") or other regions with laws governing data collection and use that may differ from U.S. law, please note that we may transfer information to a country or jurisdiction that does not have the same data protection laws as your jurisdiction, as disclosed in this Privacy Policy. It may also be processed by staff operating outside the EEA who work for us or for one of Service Providers, also as disclosed.

Website Hosting: AmSECT works with Socious as its web hosting services provider. Socious is at 1201 S. Alma School Rd., Suite 11100, Mesa, AZ 85210 and the Websites are stored by Socious at 1201 S. Alma School Rd., Suite 11100, Mesa, AZ 85210]. AmSECT shares your data, including Personal Data, with our website hosting Service Provider for the purposes of processing your data pursuant to your use of the Services.

Data Hosting: AmSECT works with Socious as its data hosting services provider. Socious is located at 1201 S. Alma School Rd., Suite 11100, Mesa, AZ 85210 and AmSECT’s data are stored by Socious at 1201 S. Alma School Rd., Suite 11100, Mesa, AZ 85210. AmSECT shares your data, including Personal Data, with our website hosting Service Provider for the purposes of processing your data pursuant to your use of the Services.

Safely Using AmSECT's Services

Despite AmSECT's safety and privacy controls, we cannot guarantee the Services are entirely free of illegal, offensive, pornographic, or otherwise inappropriate material, or that you will not encounter inappropriate or illegal conduct from other Users when using the Services. You can help AmSECT by notifying us of any unwelcome contact by contacting us using the information below.

Your California Privacy Rights

Under California Civil Code Section 1798.83 (known as the "Shine the Light" law), AmSECT members and customers who are residents of California may request certain information about our disclosure of personal information during the prior calendar year to third parties for their direct marketing purposes. To make such a request, please write to us at the address below or at privacy@amsect.org with "Request for California Privacy Information" on the subject line and in the body of your message. We will comply with your request within thirty (30) days or as otherwise required by the statute. Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Changes to Our Privacy Policy

AmSECT may modify this Privacy Policy from time to time. The most current version of this Privacy Policy will govern our use of your information and will be located at <http://www.amsect.org/page/about-amsect>. You may contact us to obtain prior versions. We will notify you of material changes to this policy by posting a notice at the Services or by emailing you at an email address associated with your AmSECT Account, if applicable, and provide an "at a glance" overview of any changes.

32.L. Enforcement

We use a self-assessment approach to assure compliance with this privacy policy and periodically verifies that the policy is accurate, comprehensive for the information intended to be covered, prominently displayed, completely implemented and accessible and in conformity with the EU privacy principles. We encourage interested persons to raise any concerns using the contact information provided and we will investigate and attempt to resolve any complaints or disputes regarding the use and disclosure of personal information in accordance with the principles.

If a complaint or dispute cannot be resolved through our internal process, we agree to dispute resolution using (an independent resourced mechanism) as a third party resolution provider.

32.M. General Information and Privacy Support Contact

We may update this privacy policy from time to time, and you should take the time to review it each time that you visit one of our Web sites. We are committed to protecting your personal privacy. If you have questions or comments about our efforts to protect your personal privacy, or if you require additional information about our privacy commitment, please contact us at

American Society of ExtraCorporeal Technology
privacy@amsect.org

33. SOCIAL MEDIA

AmSECT is a leader and stakeholder when it comes to discussions of issues impacting the extracorporeal technology industry. AmSECT uses multiple social media channels to support our mission and the needs of our members to engage healthcare professionals throughout the extracorporeal technology community.

AmSECT encourages community administrators to consider the following basic guidelines when engaging in social media (Facebook, LinkedIn, Twitter) on behalf of AmSECT.

AmSECT Perflist

AmSECT also hosts online discussion through Perflist. The AmSECT community can participate in featured conversations, interact and ask questions on focused topics. This forum is not moderated, so we ask for good judgment when posting.

Best Practices and Guidelines

- 1. Posting:** Only AmSECT staff and designated volunteer members can use social media to speak on behalf of AmSECT.
- 2. Monitoring:** Social media community administrators should monitor communities weekly to ensure that any SPAM or sales related posts are removed in a timely fashion, and that any comments or messages requiring a response are attended to promptly.
- 3. Response:** If a question is posted on a social media channel, the AmSECT staff member should make every effort to respond to the inquiry within 24 hours. If the question is content-specific, the inquiry should be referred to an appropriate subject matter expert and the inquirer should be advised that an answer will be forthcoming.
- 4. Connections:** AmSECT staff should use discretion when accepting connection requests on social media channels. Staff and volunteers representing AmSECT are not obligated to connect or participate in groups on their personal networks.
- 5. Frequency:** Content should be posted frequently enough to keep followers engaged and active, but not too often to become overwhelming or obnoxious to the community.

Frequency guidelines:

- a. Twitter:** Posting several times a day is acceptable, but posters should refrain from repeating the same content or posting several times within a short time period (unless participating in a Twitter chat or other real time conversation).
- b. Facebook:** Daily posts and shares are optimal but posting three times a week will show consistent activity and engagement.

c. **LinkedIn:** Weekly or bi-weekly posts are optimal; should be more than just conference promotions.

6. **Content:** Content should seek to engage users, rather than simply broadcast the organization's promotions. Existing content owned by AmSECT can be repurposed as appropriate for social media outposts.

7. **Responding to Negative Posts:** AmSECT community administrators should use good judgment when deciding if and how to best respond to negative comments. In general, negative comments (unless they are offensive or violate privacy laws) should not be removed. If a response is required, staff should respond to the comment or inquiry within 48 hours. If the question is content-specific, the inquiry should be referred to an appropriate subject matter expert and the inquirer should be advised that an answer will be forthcoming.

Social Media Group Administration

Administrative or moderator rights to AmSECT social media platforms will be granted to staff or volunteers at the organization's discretion. Administrators and moderators are expected to abide by the code of conduct outlined in this document. Status may be revoked by the community manager or executive director.

Social Media Passwords

Password and login credentials on all social media channels are to be managed by the AmSECT staff. This information will be shared with staff or volunteer community administrators or those asked to post for a specific event, campaign or announcement. Passwords should be changed periodically to avoid being compromised.

Prohibited Content

Confidential/Proprietary: Any confidential or proprietary information of AmSECT should not be shared on social media platforms. This includes, but is not limited to, financial information, organization strategy or official announcements yet to be made (embargoed information).

Copyrighted Information: Photos and content that AmSECT does not own may be shared but should not be shared or copied without proper acknowledgement. Third party copyrighted content should not be posted without written or legal permission. Administrators can refer directly to copyrighted material on websites or social media profiles that belong to the copyright holder.

Personal Information: It is not advised to share any personal or contact information. If a volunteer or staff member chooses to do so, it is at their own discretion.

Disclaimers

The following are proposed disclaimer messages to protect AmSECT in the social media space.

Facebook and Twitter: The purpose of this Facebook/Twitter page is to actively share information and engage in conversations around issues related to extracorporeal technology. AmSECT welcomes and encourages participation in discussions. However, we also reserve the right to remove inappropriate or offensive posts, along with those that may violate patient privacy laws. We ask you to use the following guidelines:

- Please do not use offensive or hurtful language. Be respectful of other points of view, even if they differ from your own.
- Do not mention names of patients, doctors or colleagues. All HIPPA regulations must be followed.
- Refrain from posting self-promotional products or services.

AmSECT intends to share information that is useful to professionals in healthcare with specific interest in extracorporeal technology. Content should not substitute for medical advice. If you are concerned about your health or have medical questions, please consult with your healthcare provider regarding your individual situation.

The information shared on the AmSECT page contains personal opinions and views of individuals. It is not necessarily condoned, approved or reflective of the official views of the AmSECT. AmSECT reserves the right to remove inappropriate or offensive posts, along with those that may violate privacy guidelines.

APPENDIX

APPENDIX 1

Conflict of Interest Form

I, _____, have read the AmSECT Conflict of Interest Policy and understand the policy. I agree to abide by this policy by fully disclosing any activity, practice or act which conflicts with or appears to conflict with the interest of the American Society of Extracorporeal Technology.

- I have no actual or potential conflicts.
- I hereby disclose the following actual or potential conflicts:

- I will resolve the above conflict in the following manner:

Signature _____

Title/Position _____

Date _____

Appendix 2 Reimbursement Policy

ACTIVITY	EXEC BOD	BOD & STUDENT LIAISON	CPC CHAIRS	CPC MEMBER SPEAKERS, STUDENT CHAIRS, SPEAKERS	ABSTRACT PRESENTERS	MODERATORS	AWARD RECIPIENTS: EXCELLENCE, GIBBON, PERF OF YEAR
TRAVEL	Round-trip Coach with 30 day advance purchase. Alternatively, car using IRS mileage reimbursement policy, if less than airfare. *	<i>Round-trip Coach with 30 day advance purchase. Alternatively, car using IRS mileage reimbursement policy, if less than airfare. *</i>	Round-trip Coach with 30 day advance purchase. Alternatively, car using IRS mileage reimbursement policy, if less than airfare. *	Round-trip Coach with 30 day advance purchase. Alternatively, car using IRS mileage reimbursement policy, if less than airfare. *	NO	NO	NO
GROUND TRAVEL	\$150 max (includes round-trip transportation from home to airport and airport to hotel if free shuttle is unavailable. Rental car fees will not be reimbursed unless pre-approved)	<i>\$150 max (includes round-trip transportation from home to airport and airport to hotel if free shuttle is unavailable. Rental car fees will not be reimbursed unless pre-approved)</i>	\$150 max (includes round-trip transportation from home to airport and airport to hotel if free shuttle is unavailable. Rental car fees will not be reimbursed unless pre-approved)	\$150 max (includes round-trip transportation from home to airport and airport to hotel if free shuttle is unavailable. Rental car fees will not be reimbursed unless pre-approved)	NO	NO	NO
REGISTRATION WAIVED	YES	YES	YES	YES	NO	NO	YES
HOTEL	All nights of the Board meeting (and night prior) and conference will be covered at the standard conference room rate.	All nights of the Board meeting (and night prior) and conference will be covered at the standard conference room rate.	Conference Planning Committee Chairs should be on site for the entire conference. All nights of the conference will be covered at the standard conference room rate.	Reimbursed days include one night at the standard conference room rate for each day of presentation. Hotel stay must be at the conference-contracted hotel for reimbursement unless pre-approved by the Treasurer.	NO	NO	NO
MEALS	NO	NO	NO	NO	NO	NO	NO

Appendix III Confidentiality and Code of Conduct Agreement

Thank you for agreeing to serve as a member of AmSECT’s Board of Directs, a Committee, Task Force or Work Group. AmSECT relies on the contributions and work of individuals who volunteer their time and talent to advance the profession and AmSECT’s goals. In consideration for your participation, you acknowledge and agree as follows:

- You will have access to or receive from AmSECT a variety of confidential information concerning your AmSECT volunteer work. You will maintain the confidentiality of all information, data, meetings, discussions, deliberations and decisions on all materials provided in connection with the work. Including, but not limited to; data and other information, correspondence (emails, letters), and reports, as well as all information that you know or reasonably should know is confidential (collectively “Confidential Information”) received in connection with your work as an AmSECT volunteer.
- You will use the Confidential Information only for the purpose of the work being performed by the Board, Committee, Task Force or Work Group and not for any other purpose.
- You will not disclose to anyone, reproduce or otherwise use any Confidential Information except for authorized communications with the AmSECT Board of Directors, Executive Director, and/or other authorized AmSECT representative.
- Confidential Information that is otherwise publicly known or that is made available through no fault of your own is not subject to the terms of this Agreement.
- You will adhere to the Code of Conduct, specifically: Conduct activities in a professional manner marked by integrity and a spirit of fair play; refrain from engaging in any activity that would violate confidentiality commitments and/or proprietary rights of the Society; Abide by the Bylaws and policies of AmSECT; refrain from engaging in sales activity, including direct or indirect solicitation, or conduct any other activity contrary to the purposes or policies of AmSECT; Not distribute any materials or post displays of any kind at AmSECT activities without prior approval; not engage in any form of personnel recruiting at, or using, AmSECT facilities or resources unless through prior approval of the Board of Directors; not use the AmSECT name/Logo other than in the conduct of AmSECT business as determined by the Board of Directors; not use the AmSECT membership or conference attendee lists or any part thereof except in the conduct of business as determined by the Board of Directors; conduct yourself in a manner that is consistent with, and not disruptive to, the business and social activities sponsored by AmSECT.

Acknowledged and Agreed:

Name _____

Date _____