

Southwest Michigan Journalism Collaborative Conflict of Interest Policy

The following Financial Conflict of Interest Policy (“Conflict of Interest Policy”) is an effort (i) to ensure that the deliberations and decisions of the Southwest Michigan Journalism Collaborative (“Southwest Michigan Journalism Collaborative”) are made solely in the interest of promoting the quality of journalism in the state of Michigan (if applicable), and (ii) to protect the interests of Southwest Michigan Journalism Collaborative when it considers any transaction, contract, or arrangement that might benefit or be perceived to benefit the private interest of a person affiliated with Southwest Michigan Journalism Collaborative (each, a “Southwest Michigan Journalism Collaborative Representative”). As used in this Conflict of Interest Policy, a Southwest Michigan Journalism Collaborative Representative includes any director, advisory board Southwest Michigan Journalism Collaborative, financial advisor, legal counsel or employee.

Duty to Southwest Michigan Journalism Collaborative. Each Southwest Michigan Journalism Collaborative Representative owes a duty to Southwest Michigan Journalism Collaborative to advance Southwest Michigan Journalism Collaborative’s legitimate interests when the opportunity to do so arises. Each Southwest Michigan Journalism Collaborative Representative must give undivided allegiance when making decisions affecting the organization. Similarly, Southwest Michigan Journalism Collaborative Representatives must be faithful to Southwest Michigan Journalism Collaborative’s nonprofit mission and are not permitted to act in a way that is inconsistent with the central goals of the organization and its nonprofit status.

Gifts. No Southwest Michigan Journalism Collaborative Representative shall personally accept gifts or favors that could compromise his or her loyalty to Southwest Michigan Journalism Collaborative. Any gifts or benefits personally accepted from a party having a material interest in the outcome of Southwest Michigan Journalism Collaborative or its employees by a Southwest Michigan Journalism Collaborative Representative individually should be merely incidental to

his or her role as an Southwest Michigan Journalism Collaborative Representative and should not be of substantial value. Any gift with a value of \$250 or more, or any gifts with a cumulative value in excess of \$250 received by an Southwest Michigan Journalism Collaborative Representative in any twelve-month period from a single source, shall be considered substantial. Cash payments may not be accepted, and no gifts should be accepted if there are strings attached. For example, no Southwest Michigan Journalism Collaborative Representative may accept gifts if he or she knows that such gifts are being given to solicit his or her support of or opposition to the outcome or content of any Southwest Michigan Journalism Collaborative publication.

Conflicts of Interest. The following are examples of conflicts of interest which must be promptly disclosed to the Southwest Michigan Journalism Collaborative Board of Directors pursuant to Section 4 below by any Southwest Michigan Journalism Collaborative Representative with knowledge of such conflict of interest:

- (a) any real or apparent conflict of interest between a donor or the subject of an Southwest Michigan Journalism Collaborative publication or report and an Southwest Michigan Journalism Collaborative Representative;
- (b) an Southwest Michigan Journalism Collaborative Representative's ownership of an equity interest in a person or entity that is or will be the subject of an Southwest Michigan Journalism Collaborative publication or report; and
- (c) failure to disclose to Southwest Michigan Journalism Collaborative all relationships between the subject of any Southwest Michigan Journalism Collaborative publication or report and any Southwest Michigan Journalism Collaborative Representative or close relatives of the Southwest Michigan Journalism Collaborative Representative.

Conflict Procedure:

- (a) If an Southwest Michigan Journalism Collaborative Representative or party related to an Southwest Michigan Journalism Collaborative Representative has an interest in any contract, action or transaction to be entered into with Southwest Michigan Journalism Collaborative, a conflict of interest or potential conflict of

interest exists. Any Southwest Michigan Journalism Collaborative Representative having knowledge that such a conflict of interest exists or may exist (an "Interested Southwest Michigan Journalism Collaborative Representative") will so advise the Board of Directors promptly. An Interested Southwest Michigan Journalism Collaborative Representative will include in the notice the material facts as to the relationship or interest of the Interested Southwest Michigan Journalism Collaborative Representative in the entity proposing to enter into a contract, action or transaction with Southwest Michigan Journalism Collaborative.

(b) Notwithstanding anything herein to the contrary, the Board of Directors may authorize any committee appointed pursuant to the Southwest Michigan Journalism Collaborative by-laws (a "Committee") to act in lieu of the Board of Directors in determining whether an action, contract or transaction is fair to Southwest Michigan Journalism Collaborative as of the time it is authorized or approved by the Committee.

(c) At any time that a conflict of interest or potential conflict of interest is identified, the President of the Board or a Chair of the applicable Committee will ensure that such conflict of interest is placed on the agenda for the next meeting of the Board of Directors or the Committee, as applicable. The notice of such meeting of the Board of Directors or the Committee, as applicable, will include, to the extent available when the notice is sent, a description of the conflict of interest matter to be discussed. By notice before the meeting or at the meeting, the directors on the board or the Committee, as applicable, will be advised that a vote will be taken at the meeting and that, in order to authorize the relevant contract, action or transaction, an affirmative vote of a majority of disinterested directors present at the meeting at which a quorum is present will be required and will be sufficient, even though the disinterested directors constitute less than a quorum of the Board of Directors or the Committee.

(d) Reasonable effort will be made to cause the material facts concerning the relationships between the individuals and Southwest Michigan Journalism Collaborative which create the conflict to be delivered to and shared with the

Southwest Michigan Journalism Collaboratives of the Board of Directors or the Committee, as applicable, prior to the meeting to enable the directors to arrive at the meeting prepared to discuss the issue. In the event it is not practicable to deliver the information prior to the meeting, it will be delivered to the directors at the meeting, and the directors can act upon the matter with the same authority as if notice had been given prior to the meeting.

(e) The Board of Directors or the Committee, as applicable, will invite all parties to the conflict of interest to attend the meeting, to make presentations and to be prepared to answer questions, if necessary. The Board or Directors or the Committee, as applicable, will also invite outside experts if necessary.

(f) At the meeting, providing a quorum is present, the conflict will be discussed to ensure that the directors present are aware of the issues and the factors involved. The interested directors may be counted for purposes of a quorum, even though they may not take part in any vote on the issues.

(g) The Board of Directors or the Committee, as applicable, must decide, in good faith, reasonably justified by the material facts, whether the action, contract or transaction would be in the best interest of Southwest Michigan Journalism Collaborative and fair to Southwest Michigan Journalism Collaborative as of the time it is authorized or approved.

(h) All interested directors must abstain from voting and, if necessary, leave the room when the vote is taken.

(i) The Board of Directors or the Committee, as applicable, will maintain a written account of all that transpires at the meeting and incorporate such account into the minutes of the meeting and disseminate it to the full Board of Directors. Such minutes will be presented for approval at the next meeting of the Board of Directors and maintained in the corporate record book.

(j) To the extent that the conflict of interest is continuing and the contract, action or transaction goes beyond one (1) year, the foregoing notice and discussion and vote will be repeated on an annual basis.

Personal Loans. Southwest Michigan Journalism Collaborative may not loan to, or guarantee the personal obligations of, any Southwest Michigan Journalism Collaborative Representative.