



Beyond Celiac Approved, 2007

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

PREAMBLE:

The purpose of this document is to alert the staff, other employees, and members of the Board of Directors of the Beyond Celiac to the potential for conflict of interest through their association with commercial organizations with which Beyond Celiac does business. The policy adopted by the Board of Directors calls for complete disclosure of the financial interests of an individual as these interests, in the judgment of the individual, relate to the individual's association with Beyond Celiac. However, the policy is not to be construed as specifically circumscribing the activities of those associated with Beyond Celiac. Rather, through the implementation of the policy, the nature of the relationship that may exist between individuals and commercial organizations will become better understood and potential conflicts of interest will be avoided as a result of the review process.

Although it is a good document, it is not perfect. It is likely that any individual can find at least one statement in the policy document with which he or she disagrees or in which he or she finds some ambiguity. If any member of the staff or other employee of Beyond Celiac has questions about the policy statement, these questions should be discussed with the President. Board members should direct their questions to the Chair.

**BEYOND CELIAC
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST
POLICIES AND PROCEDURES**

The policy on disclosure of potential conflict of interest is a comprehensive policy concerning the relationship of all serving Beyond Celiac, including members of the Board of Directors, Officers, member of the Staff and other employees of the organization. Directors, Officers, Staff and other employees of Beyond Celiac shall avoid any conflict between their personal interests and the interest of the organization; furthermore, they shall avoid any situation where it would be reasonable to believe that the person's judgment or loyalty might be adversely affected.

DEFINITIONS

Board of Directors-This category includes duly elected members of the Board of Directors, including emeriti members (referred to as "Directors").

Officers-This category included duly elected officers of the corporation (referred to as "Officers") i.e., Chair, Vice Chair, Treasurer, Secretary and President.

Other Employees-This category applies to all other persons who are employed by Beyond Celiac as either full or part-time employees.

Entity-An entity shall mean a corporation, partnership, trust, unincorporated association, firm, sole proprietorship or any other organization.

Retained Consultant-Refers to a member of the Beyond Celiac Staff or other employee who in addition to his or her service to Beyond Celiac is retained by an outside entity as a consultant on a team appointment.

Chair-Refers to the duly elected person serving as Chair.

President-Refers to the duly elected person serving as President.

Individuals-A collective term to apply to all persons classified in the categories above.

A significant relationship exists if an Individual is a director, manager, officer, employee, partner, member in, or has a financial interest in, the entity in question. As used in this policy, the term "financial interest: shall include, without limitation, ownership (including beneficial ownership under a trust) of stock or securities, stock options, warrants, convertible instruments, units of a limited partnership or other commercial or non-commercial entity."

A significant relationship exists as to a person if that person is in the immediate family of an individual subject to this policy. The immediate family may include, for example, spouses and such persons as parents, siblings, offspring (including adopted offspring), and spouses of such persons.

1. General Considerations

A. If an Individual has any power or influence to approve or disapprove a contract of transaction proposed to be entered into between Beyond Celiac and any entity or person having a significant relationship to that Individual, that Individual has a potential conflict of interest and may not participate in the process leading to the approval, or disapproval of the contract or transaction unless the underlying facts giving rise to the potential conflict of interest are disclosed and approval for participation is obtained pursuant to the procedures described in Article II below.

B. Likewise, a potential conflict of interest may arise from situations where an entity or person may benefit from information learned from the Individual by virtue of his or her capacity or relationship with Beyond Celiac.

C. Finally, a potential conflict of interest may arise if an Individual or an entity represented by the Individual may benefit directly or indirectly from management of Beyond Celiac affairs.

II. Specific Considerations

A significant relationship with an entity or person may present a conflict of interest for an Individual if (1) the entity or person is engaged in activities which parallel activities in which Beyond Celiac is currently or prospectively engaged or (2) the entity or person has a present or prospective relationship with Beyond Celiac, e.g. as a supplier of goods or services or as a party to a research agreement or a license agreement. In either of these situations, a member of the Staff or other employee shall report the facts and circumstances in writing to the President. An Officer (other than the Chair) or member of the Board of Directors shall report the facts and circumstances in writing to the Chair. The Chair shall report the facts and circumstances in writing to the Board of Directors.

A member of the Staff or other employee may maintain the significant relationship giving rise to the conflict of interest, or participation in a contract or transaction as described in Article IA above, only on written conditions established by the President with the concurrence of the Chair. An Officer (other than the Chair) or member of the Board of Directors may maintain the significant relationship giving rise to the conflict of interest, or participation in a contract or transaction as described in Article IA above, only on written conditions established by the Chair with the concurrence of the Board of Directors. The President may maintain the significant relationship giving rise to the conflict of interest, or participation in a contract or transaction as described in Article IA above, only on written conditions established by the Board of Directors.

When the Board of Directors or anybody (i.e., Committee) on which a Director or an Officer serves considers a contract or transaction or any other step that raises a potential conflict of interest for a Director or Officer, that Individual shall disclose the potential conflict to the Chair. No Individual with a potential conflict of interest with respect to a contract or transaction or any other potential conflict of interest may vote to approve or disapprove the contract or transaction, but the Individual may be counted in determining the presence of a quorum once proper disclosure has been made. If proper disclosure has been made and if the chairman of the meeting determines it to be useful, the Individual with a potential conflict of interest may participate in the discussion of the contract or transaction. If the conflict of interest involves the chairman of the meeting, he or she shall make disclosure and relinquish the chair to another member or the Board of Directors or Committee who shall preside for the purpose of discussion and/or resolution of the matter in question.

The minutes of the meeting of the Board of Directors or of the Committee on which the Director or Officer having a potential conflict is serving shall reflect that disclosure was made as to a particular contract or transaction and that the contract or transaction was approved or disapproved by others without an interest in the contract or transaction.

All disclosures made to the Chair shall be reported to the Board of Directors by the Chair in the appropriate manner.

III. Administration

1. Each Individual shall sign a statement signifying acceptance of the terms of this Policy at the time of its approval by the Board of Directors. Therefore, individuals shall sign the statement upon commencing service at Beyond Celiac.
2. Final authority for the administration and interpretation of the Beyond Celiac Policy on conflict of interest rests with the Board of Directors.
3. This Policy shall be administered in accordance with the provisions of the Pennsylvania Nonprofit Corporation Law of 1972 or any successor statute.

IV. Procedure

Each individual shall be given a copy of the Conflict of Interest Policy statement at the time of its approval by the Board of Directors, and thereafter upon election as an Officer, election to the Board of Directors or upon commencing employment at Beyond Celiac, as the case may be.

The following procedure shall be observed in providing copies of the conflict of interest statement to an Individual.

A. Board of Directors and Officers. The statement of conflict of interest shall be transmitted to the appropriate Individuals by letter from the Chair.

B. Staff and Other Employees. The statement of conflict of interest shall be transmitted to the appropriate Individuals by letter from the Chair.

In both instances, the letter of transmittal shall advise that it is the recipient's responsibility to inform the Chair or the President, as the case may be, of any existing or potential conflict of interest.

Finally, the transmittal letters should request that the addressee acknowledge receipt of the conflict of interest statement. This acknowledgement may be accomplished by requesting the addressee to acknowledge receipt by signing and returning a copy of the letter of transmittal provided with the original.

V. Review Procedure

Annually a disclosure certification will be sent according to procedures outlined above in Article IV. Section A and B by transmittal to all concerned requesting information about possible conflict of interest situations.