



ADVISORY BOARD AGREEMENT

This International Association of Safety, Health & Environmental Professionals (IASHEP) ADVISORY BOARD AGREEMENT is made effective as of _____, (the "Effective Date") by and between the International Association of Safety, Health & Environmental Professionals (IASHEP), a Not For Profit Professional Association (the Association ""), and

_____ (the "Advisor").

RECITALS A. The International Association of Safety, Health & Environmental Professionals (IASHEP) desires to obtain the services of Advisor to serve on the Associations Board of Advisors (the "AB"), and the Advisor desires to serve on the AB, upon the following terms and conditions.

- B. The International Association of Safety, Health & Environmental Professionals (IASHEP) has spent significant time, effort, and money to develop certain Proprietary Information (as defined below), which the International Association of Safety, Health & Environmental Professionals (IASHEP) considers vital to its business and goodwill.
- C. The Proprietary Information may necessarily be communicated to or received by Advisor in the course of serving on the AB for the Association, and the Association desires to obtain the Services of Advisor, only if, in doing so, it can protect its Proprietary Information and goodwill.
- D. The International Association of Safety, Health & Environmental Professionals (IASHEP) does not, however, desire to receive from Advisor, or for Advisor to either induce the use of or use in connection with the performance of the Services, any information which is confidential to or ownership of which resides in a third party, whether acquired either prior to or subsequent to Advisor's retention hereunder.

AGREEMENT NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Advisory Board Member. The International Association of Safety, Health & Environmental Professionals (IASHEP) hereby retains Advisor to serve on its Advisory Board. . The term of this Agreement (the "Term") shall be the period commencing on the Effective Date and terminating upon three (3) days prior written notice delivered by either party to the other for any reason. Upon any termination of the Services as provided in the preceding sentence, this Agreement shall terminate except that the provisions set forth in Sections 2.b, 4 and 6 of this Agreement shall survive such termination.

2. Position, Duties, Responsibilities.

a. Duties. Advisor shall perform those services ("Services") as reasonably requested by the International Association of Safety, Health & Environmental Professionals (IASHEP) from time to time, including but not limited to the Services described on Exhibit A attached hereto. Advisor shall devote Advisor's commercially reasonable efforts and attention to the performance of the Services for the International Association of Safety, Health & Environmental Professionals (IASHEP) on a timely basis. Advisor shall also make himself or herself available to answer questions, provide advice and provide Services to the International Association of Safety, Health & Environmental Professionals (IASHEP) upon reasonable request and notice from the International Association of Safety, Health & Environmental Professionals (IASHEP)

b. Independent Contractor; No Conflict. It is understood and agreed, and it is the intention of the parties hereto, that Advisor is an independent contractor / person and not the employee, agent, joint venturer, or partner of International Association of Safety, Health & Environmental Professionals (IASHEP) for any purposes whatsoever. Advisor is skilled in providing the Services,. To the extent necessary, Advisor shall be solely responsible for any and all taxes related to the receipt of any compensation under this Agreement. Advisor hereby represents, warrants and covenants that Advisor has the right, power and authority to enter into this Agreement and that neither the execution nor delivery of this Agreement, nor the performance of the Services by Advisor will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under, any contract, covenant or instrument under which Advisor is now or hereinafter becomes obligated.

As a member of the Advisory Board the International Association of Safety, Health & environmental Professionals (IASHEP), I have a legal and ethical

responsibility to ensure that the organization does the best work possible in pursuit of its goals. I support the purpose and mission of the organization and pledge my commitment to assist in carrying out its work. As a board member, I will consistently act responsibly and prudently.

I understand my duties to include:

1. Legal, fiscal and moral responsibility, along with my fellow board members, for the well-being of this organization. As such, it is my responsibility to:

Be familiar with our budget and take an active part in the budget planning process.

Know and approve all policies and programs and oversee their implementation.

Take responsibility for making decisions on organization issues and board matters.

Interpret the organization's work and values to the community, represent the organization and serve as a spokesperson.

Keep up-to-date on the business of the organization.

Excuse myself from discussions, decisions and votes where I may have a conflict of interest.

2. Attendance at board meetings as requested. Should I be unable to attend a meeting, I will, if needed, be available for telephone consultation. Additionally, I will serve on at least one board committee.

3. Active participation in one or more fundraising activities. This may include individual and/or special event solicitation or direct mail appeals.

4 Working in good faith with my fellow board members and staff toward the achievement of the organization's goals. Should I fail to fulfill these commitments to the organization,

I understand that the Director will call upon me to discuss my responsibilities.

Should there come a time where I am no longer able to fulfill my obligations to the organization, it will be my responsibility to resign my position as a member of

the Advisory Board.

As a board member, I understand that the organization will be responsible to me in the following ways:

1. I will be sent, without request, quarterly financial reports and an update of organizational activities that allow me to meet the "prudent person" standards of the law. Further, I expect that I will have information about programs and policies, goals and objectives as appropriate.
2. Opportunities will be provided for me to discuss with the Founding Director and the other Advisory Board Members the organization's programs, goals, activities and status.
3. It is expected that advisory board members and the Founding Director will respond in a straightforward fashion to questions that I feel are necessary to carry out my fiscal, legal and moral responsibilities to the organization.
4. Advisory Board members and the Founding Director will work in good faith with me towards achievement of our goals.
5. If the organization does not fulfill its commitments to me, I may call upon the Advisory Board and Founding Director to discuss the organization's responsibilities to me.
6. The organization will carry officers' liability insurance.

_____ Print Name – Advisory Board Member

_____ Signature – Advisory

Board Member Date _____

Print Name - _____

Board of Directors President _____

Signature – Board of Directors President _____