



IASHEP BOARD of DIRECTORS AGREEMENT

This International Assoc. of Safety, Health & Environmental Professionals (IASHEP) BOARD of DIRECTORS 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 "Board of Directors").

RECITALS

A. The International Assoc. of Safety, Health & Environmental Professionals (IASHEP) desires to obtain the services of Board of Directors Members to serve on the Associations Board of Directors (the "Board"), and the Board of Directors Member desires to serve on the IASHEP Board of Directors (Board of Directors, upon the following terms and conditions.

B. The International Assoc. of Safety, Health & Environmental Professionals (IASHEP) has spent significant time, effort, and money to develop certain Proprietary Information (as defined below), which the International Assoc. 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 Board of Director Member in the course of serving on the BOARD of DIRECTORS AGREEMENT for the Association, and the Association desires to obtain the Services of Board of Directors Member, only if, in doing so, it can protect its Proprietary Information and goodwill.

D. The International Assoc. of Safety, Health & Environmental Professionals (IASHEP) does not, however, desire to receive from the Board of Director Member, or for the Board of Director Member 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 the Board of Director Member retention hereunder.

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

1. The Board of Director Member. The International Assoc. of Safety, Health & Environmental Professionals (IASHEP) hereby retains the Board of Director Member to serve on its Board of Directors. The term of this Agreement (the "Term") shall be the period commencing on the Effective Date and terminating upon three (3) years or prior with 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. the Board of Director Member shall perform those services ("Services") as reasonably requested by the International Assoc. of Safety, Health & Environmental Professionals (IASHEP) from time to time, including but not limited to the Services described on Exhibit A attached hereto. The Board of Director Member shall devote the Board of Director Member commercially reasonable efforts and attention to the performance of the Services for the International Assoc. of Safety, Health & Environmental Professionals (IASHEP) on a timely basis. The Board of Director Member shall also make himself or herself available to answer questions, provide advice and provide Services to the International Assoc. of Safety, Health & Environmental Professionals (IASHEP) upon reasonable request and notice from the International Assoc. 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 person and not the employee, agent, joint ventures, or partner of International Assoc. 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.

C. Non-Compete. During the Term, the Board of Director Member shall provide the International Assoc. of Safety, Health & Environmental Professionals (IASHEP) with prior written notice if the Board of Director Member intends to provide any services, as an employee, consultant or otherwise, to any person, company or entity that competes directly with the International Assoc. of Safety, Health & Environmental Professionals (IASHEP), which written notice shall include the name of the competitor.

During the period that is six (6) months after the termination of this Agreement, the Board of Director Member shall provide the International Assoc. of Safety, Health & Environmental Professionals (IASHEP) with written notice any time that the Board of Director Member provides any services, as an employee, consultant or otherwise, to any person, company or entity that competes directly with the International Assoc. of Safety, Health & Environmental Professionals (IASHEP). Notwithstanding anything to the contrary contained herein, International Assoc. of Safety, Health & Environmental Professionals (IASHEP) hereby consents to consultant providing services, as an employee, consultant or otherwise, to the companies.

D. Enter Into Agreement; The Board of Director Member hereby represents, warrants and covenants that the Board of Director Member 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 the Board of Director Member 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 Board of Directors, the International Assoc. 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 an International Assoc. of Safety, Health & Environmental Professionals (IASHEP) the Board of Director Member, I will consistently act responsibly and prudently.

E. Duties; 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:
2. Be familiar with the International Assoc. of Safety, Health & Environmental Professionals (IASHEP) budget and take an active part in the budget planning process if necessary.
3. Know and approve all policies and programs and oversee their implementation.
4. At the request of the Founding Director, take responsibility for making decisions on organization issues and board matters.

5. Interpret the organization's work and values to the community, represent the organization and serve as a spokesperson.
6. Keep up-to-date on the business of the organization.
7. Excuse myself from discussions, decisions and votes where I may have a conflict of interest.
8. 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.
9. Upon request, provide active participation in one or more fundraising activities. This may include individual and/or special event solicitation or direct mail appeals.
10. 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,
11. I understand that the Director will call upon me to discuss my responsibilities.
12. 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.

Organizations Responsibilities; As an International Assoc. of Safety, Health & Environmental Professionals (IASHEP) Board of Director Member, I understand that the organization will be responsible to me in the following ways:

1. Upon request, I will have access to 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 International Assoc. of Safety, Health & Environmental Professionals (IASHEP) Board of Director Members the organization's programs, goals, activities and status.
3. It is expected that International Assoc. of Safety, Health & Environmental Professionals (IASHEP) Board of Director 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. International Assoc. of Safety, Health & Environmental Professionals (IASHEP) the Board of Director 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 International Assoc. of Safety, Health & Environmental Professionals (IASHEP) the Board of Directors and Founding Director to discuss the organization's responsibilities to me. This agreement may be canceled immediately for cause. This would include violation of or trademark infringements, misuse of the International Assoc. of Safety, Health & Environmental Professionals (IASHEP) name, falsification of information provided to International Assoc. of Safety, Health & Environmental Professionals (IASHEP), failure to pay money due to International Assoc. of Safety, Health & Environmental Professionals (IASHEP) for courses or credentials, misrepresentation of your relationship with International Assoc. of Safety, Health & Environmental Professionals (IASHEP).

6. Ownership of Work Product. All paid for Work Products shall be considered work(s) made by the International Assoc. of Safety, Health & Environmental Professionals (IASHEP) and shall belong exclusively to the International Assoc. of Safety, Health & Environmental Professionals (IASHEP) and its designees. If by operation of law, any of the paid for Work Product, including all related intellectual property rights, is not owned in its entirety by the International Assoc. of Safety, Health & Environmental Professionals (IASHEP) automatically upon creation thereof, then the Board of Director Member agrees to assign, and hereby assigns, to the International Assoc. of Safety, Health & Environmental Professionals (IASHEP) and its designees the ownership of such paid for Work Product, including all related intellectual property rights. "Work Product" shall mean any writings (including excel, power point, emails, etc.), programming, documentation, data compilations, reports, and any other media, materials, or other objects produced as a result of the Board of Director Member (paid for work) or delivered by the Board of Director Member in the course of performing that work.

7. Officers Liability Insurance; By the year of 2021 unless sooner, the International Assoc. of Safety Health Environmental Professionals (IASHEP) organization will carry officers' liability insurance for Board of Directors (Board) members..

_____ Print Name – Board of Director's Member

_____ Board Member Signature

Board Member Date _____

Print Name _____

Board of Directors President _____

Signature – Board of Directors President _____