



## 2021 ABF BOARD COMMITMENT LETTER

I agree to serve as a member of the Board of Directors of the American Brain Foundation, ("the Foundation") from January 1, 2021 to December 31, 2021.

**As a member of the Board of Directors, I agree to:**

### **Ensure Healthy Governance**

- Abide by the Bylaws and Articles of Incorporation of the Foundation.
- Attend all regular meetings of the Board unless prior notice is given.
- Serve on at least one board committee.
- Review and approve the annual budget.
- Avoid any conflict of interest or appearance of a conflict.

### **Lead Strategically**

- Ensure strategic planning / thinking.
- Monitor and evaluate programs, outcomes, impact, and performance.
- Act as an ambassador of the Foundation in the community.

### **Assure Financial Stability & Develop Funding Sources**

- Give a significant annual personal gift.
- Play a significant role in the Foundation's development program -
- Ensure accountability to donors and funders.
- Read and interpret financial statements.

***Please check two or more fundraising activities that would interest you:***

- Host a "salon" (small party) to introduce friends/colleagues to the Foundation
- Introduce Executive Director or Major Gifts Officer to a prospective donor you know.
- Attend a meeting with a current or prospective donor (individual, corporate or foundation) identified by the staff.
- Sign fundraising letters addressed to people in your network.
- Ask organizations to sponsor and buy tickets for ABF events.
- Make thank you phone calls to a select group of donors.
- Work on a fundraising event.

I agree that if I am unwilling or unable to fulfill this agreement as a member of the Board of Directors of ABF, I will give notice of resignation to the Chair of the Board or promptly seek another remedy.

Signature: James Grotta  
James Grotta (Jun 24, 2021 17:36 CDT)

Date: Jun 24, 2021

Print Name: James Grotta

# American Brain Foundation

## Policy on Conflicts of Interest

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### I. Definition

A director of the American Brain Foundation (“Foundation”) has a conflict of interest if the director has a private interest that may interfere with the director’s official responsibilities to the Foundation. This policy also applies to any other person who has an official position with the Foundation.

### II. Importance

Conflicts of interest are a matter of concern for the Foundation. Directors have a fiduciary duty to exercise impartial judgments for the best interests of the Foundation. The presence of a private interest may impair the director’s ability to exercise competent judgment and objectivity in the director’s official capacity. A perceived conflict also diminishes the confidence of the public in the organizations’ operations.

### III. Resolution of Conflicts

Conflicts of interests can be resolved or lessened through several strategies.

- A. Avoidance. Serious conflicts should be avoided altogether by directors by not participating in situations in which there is a serious conflict of interest.
- B. Withdrawal. Directors with serious conflicts wishing to retain their official Foundation responsibility can divest the conflicting interest or withdraw from the conflicting relationship.
- C. Disclosure. Directors with potential conflicts should disclose them fully to responsible Foundation officials. Disclosure does not eliminate the conflict but mitigates it insofar as it permits others to become aware of the conflict, to monitor the director’s performance, and to consider its effect when interpreting the director’s official judgments. Disclosure is the appropriate remedy for mitigating most instances of conflicts of interest.

### IV. Disclosure Statement of Conflict of Interest

Disclosure of conflicts of interest to responsible Foundation officials is an ethical responsibility of the director having the conflict. The Board of Directors has the ultimate responsibility of determining what limitations or actions may be necessary to protect the organization. If a director is uncertain whether a conflict of interest exists, it is better to err on the side of disclosure. At the beginning of each member’s term of service on the Board of Directors and annually thereafter, the director must complete or update the enclosed disclosure form. The director must also update the disclosure statement if a change in personal circumstances causes the previously submitted disclosure to be no longer correct.

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## V. Administrative Review and Action on Disclosure Statements

A. The following table explains who is responsible for promptly reviewing submitted conflict of interest disclosure statements:

<b>Directors Submitting Disclosure Statements</b>	<b>Reviewing Authority</b>
Board of Directors (including Executive Director)	Chair, Board of Directors
Chair, Board of Directors	Board of Directors
Chairs of committees and task forces	Chair, Board of Directors
Members of committees and task forces	Chairs of standing committees and task forces
Chairs of subcommittees	Chairs of committees
Members of subcommittees	Chairs of subcommittees

The Reviewing Authority can take one of three possible courses of action with respect to each statement in which a conflict is acknowledged:

1. There is no serious conflict. No action, short of appropriate disclosure, must be taken. This is the most common action.
2. There is a serious conflict. The director must be removed from the official Foundation capacity, must divest the conflicting interest, or must withdraw from the conflicting relationship. Disclosure alone is insufficient to handle the conflict.
3. There is an intermediate conflict. The presence of such a conflict is compatible with concurrent maintenance of the director's official Foundation capacity and the conflicting interest or relationship. The situation should be monitored carefully and appropriate disclosure made.

B. Any disagreement between a director and the Reviewing Authority may be submitted to the Foundation Executive Committee for resolution.

C. Submitted conflict of interest disclosure statements will be promptly provided to the reviewing authorities

Policy History:

Approved by the Foundation Executive Committee on January 6, 2009.

Adopted by the Foundation Board of Trustees on February 20, 2009.

Updated by the Foundation General Counsel to reflect organizational name change and "Board of Trustees" name change.



## Disclosure of Conflicts of Interest

I have reviewed the American Brain Foundation's Policy on Conflicts of Interest. I understand that, as a Foundation official, I have a conflict of interest if I have a private interest that may interfere with my official responsibilities to the Foundation. Further, I understand that I must disclose a potential conflict of interest at the beginning of my term as a Foundation official, annually thereafter, and whenever a change in my personal circumstances causes the previously submitted disclosure form to be no longer correct.

In addition, when I am aware of a potential conflict of interest concerning an agenda item in a Foundation meeting, I will promptly disclose that conflict to the chair.

I declare the following potential conflicts of interest:

Signature: *James Grotta*  
James Grotta (Jun 24, 2021 17:36 CDT)

Name: James Grotta

Date: Jun 24, 2021

**American Brain Foundation  
Grant & Release Agreement**

**1. Grant.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I grant to the American Brain Foundation (“ABF”) and to the ABF’s affiliates (including the American Academy of Neurology), and their respective contractors, agents, assigns, licensees, and successors (collectively, the “ABF Group”), a worldwide, royalty-free, perpetual, irrevocable right to take and use my image, likeness, voice, verbal statements, written testimonials and name and all images, videos, sound recordings, and written and verbal materials that I provide to the ABF (collectively, the “Materials”), in all forms and media, including composite or modified representations, for the purpose of promoting and supporting the missions of the ABF.

**2. Acknowledgement of Use.** I understand that the ABF Group may use the Materials on any and all media, including printed matter, promotional materials, e-mail, websites and social media platforms. I understand that the ABF’s use of the Materials may intentionally or unintentionally give rise to the impression that either I or a family member suffers from brain/neurologic disease, and I nevertheless consent to this use. The ABF is not obligated to utilize any of the rights granted in this agreement. I waive the right to inspect or approve any uses of the Materials in connection with this grant, except with respect to the exceptions that I have expressly set forth in the following lines of this agreement, if any:

**3. Warranty.** I warrant that I have the full power to enter into this agreement and to grant the aforementioned rights.

**4. Release.** I release the ABF Group from all liability for any claims that may arise regarding the use of Materials, including any claims of defamation, invasion of privacy, or infringement of moral rights, rights of publicity, or copyright. The ABF is permitted, although not obligated, to include my name as a credit in connection with any use of the Materials.

**I have read and understood this agreement, I understand that it contains a release of liability, and I am over the age of 18.** This agreement expresses the complete understanding of the parties and shall be binding on me and my heirs, legal representatives, and assigns.

Signature: *James Grotta*  
James Grotta (Jun 24, 2021 17:36 CDT)

Printed Name: James Grotta

Date: Jun 24, 2021