



2022 HNBA/VIA VOLUNTEER AGREEMENT

HNBA/VIA Annual Convention
September 7 – 9, 2022
Washington, DC

1. Volunteer Assignment: I agree to serve as VOLUNTEER FOR THE 2022 HNBA/VIA ANNUAL CONVENTION, assisting the Hispanic National Bar Association & HNBA VIA Fund ("HNBA/VIA") from September 6 – 10, 2022, at the Grand Hyatt Washington. In my capacity as a Volunteer, I agree to perform the duties that the HNBA/VIA will assign to me.

2. Time Commitment: I hereby agree to provide a minimum of ten (10) hours of service before and during the HNBA/VIA Corporate Counsel Conference as directed by the National Leadership Team, its authorized representatives and/or HNBA/VIA National Staff. **I agree to be available beginning on Tuesday, September 6, 2022, at 12:00 pm (ET) until Saturday, September 10, 2022, at 12:00 pm (ET).**

3. Consideration: I recognize that as a Volunteer I will not receive any compensation for my services. I also recognize that my service is critical to the operations of the Conference and that securing another volunteer to take over any of my assigned responsibilities during the Conference would create undue hardship for the HNBA/VIA.

4. No Employment Relationship with the HNBA/VIA: I recognize that with respect to my volunteer activities, I am not an employee of the HNBA/VIA and that no employer-employee relationship is created as a result of the services I hereby agree to provide as a Conference Volunteer.

5. Confidentiality: I acknowledge that during the period in which I will be a Volunteer at the Conference, I may have access to HNBA/VIA confidential and proprietary information, including, but not limited to, information about the HNBA/VIA's personnel, membership, finances, budgets, plans, initiatives, sponsors, and other information that is not in the public domain and/or that the HNBA/VIA considers confidential and proprietary (collectively "Confidential Information"). I agree that any Confidential Information which may become known to me during the period in which I volunteer with the HNBA/VIA is, and shall remain, the exclusive property of the HNBA/VIA. I further agree that all Confidential Information I may produce in conjunction with my services as a Volunteer with the HNBA/VIA shall be the exclusive property of the HNBA/VIA and I hereby waive and disclaim any right to any intellectual property or other rights with respect to said information, documents or materials. I hereby agree that I will not use any Confidential Information for any purpose unless such use has been previously approved in writing by the HNBA/VIA. I further agree that I will report to the HNBA/VIA any and all unauthorized disclosures or uses of any Confidential Information of which I may become aware. I agree to deliver to the HNBA/VIA any materials, documents and data of any nature containing, or pertaining to, Confidential Information immediately

after my Volunteer activities end. I will not remove any Confidential Information from the premises of the HNBA/VIA when my Volunteer activities end.

6. Code of Conduct: All volunteers are required to adhere to the HNBA/VIA Code of Conduct, agreeing that in delivering HNBA/VIA services, and in all other HNBA/VIA activities, they shall meet the following standards of conduct:

Compliance Requirements. All volunteers are required to comply with applicable federal, state and local laws and regulations and with HNBA/VIA policies and regulations.

Actions Prohibited by the Code of Business Ethics and Conduct. No volunteer shall engage in the following actions:

- a. **Personal Use.** Authorize the use of or use for the benefit or advantage of any person, the name, emblem, endorsement, services or property of HNBA/VIA, except in conformance with HNBA/VIA policy.
- b. **Financial Advantage.** Accept or seek on behalf of or any other person, any financial advantage or gain of other than nominal value offered as a result of the employee's or volunteer's affiliation with HNBA/VIA.
- c. **HNBA/VIA Affiliation.** Publicly use any HNBA/VIA affiliation in connection with the promotion of partisan politics, religious matters or positions on any issue not in conformity with the official position of HNBA/VIA.
- d. **Confidentiality.** Disclose any confidential HNBA/VIA information that is available solely as a result of the employee's or volunteer's affiliation with HNBA/VIA to any person not authorized to receive such information, or use to the disadvantage of HNBA/VIA any such confidential information, without the express authorization of HNBA/VIA.
- e. **Improper Influence.** Knowingly take any action or make any statement intended to influence the conduct of HNBA/VIA in such a way as to confer any financial benefit on any person, corporation or entity in which the individual has a significant interest or affiliation.
- f. **Conflict of Interest.** Operate or act in a manner that creates a conflict or appears to create a conflict with the interests of HNBA/VIA and any organization in which the individual has a personal, business or financial interest.
- g. **Retaliation.** Retaliate against any employee or volunteer who seeks advice from, raises a concern with or makes a complaint about fraud, waste, abuse, policy violations, discrimination, illegal conduct, unethical conduct, unsafe conduct or any other misconduct by the organization or volunteers.
- h. **Contrary to the Best Interest of HNBA/VIA.** Operate or act in any manner that is contrary to the best interest of HNBA/VIA.

7. Termination of Volunteer Status: I acknowledge and agree that the HNBA/VIA reserves the right to terminate me as a Volunteer at any time. I further agree that if said termination is due to failure to fulfill the 10-hour volunteer time commitment, failure to appear at my scheduled

time (as per the distributed Conference Volunteer Schedule), or for conduct that the HNBA/VIA in its sole discretion considers to be illegal, against good public morals and order, disruptive to the Conference and/or likely to bring embarrassment or disrepute to the HNBA/VIA, any of its officers, employees or members, the HNBA/VIA will be entitled to terminate this Volunteer Agreement.

8. **Governing Law:** This Agreement shall be governed by the laws of the District of Columbia, and the laws of the District of Columbia shall be the exclusive forum with jurisdiction to entertain disputes related to this Agreement.

9. **Volunteer Dress Code:**

- Tuesday, September 6, 2022 (Orientation and Setup) = Casual
- Wednesday, September 7 through Friday, September 9, 2022 (Conference) = Business
- Friday, September 9 (Gala) = Black Tie
- Saturday, September 10, 2022 (Wrap Up) = Casual