



CODE OF CONDUCT

Updated 5 November 2018

1. General.

1.1. Definitions.

- “Board of Directors” means the Board of Directors of The Global Pro Bono Bar as constituted in accordance with its bylaws as in force at the relevant time.
- “Code” means this Code of Conduct of The Global Pro Bono Bar.
- “Executive Director” means the Executive Director of The Global Pro Bono Bar at the relevant time.
- “Member” means a member of The Global Pro Bono Bar in accordance with its bylaws as in force at the relevant time.
- “The Global Pro Bono Bar” means The Global Pro Bono Bar Association, a Delaware nonprofit nonstock corporation which is tax exempt under Section 501(c)(3) of the United States of America’s Internal Revenue Code of 1986, as amended.

1.2. The Code applies to all Members. The Code contains The Global Pro Bono Bar Association’s policies on legal, ethical and business conduct matters. It includes both responsibilities relating to the Members as well as responsibilities of The Global Pro Bono Bar. The Code is a general guide, and is not intended to be all inclusive. It is each Member’s responsibility to become familiar with the Code and to ensure that his, her or its conduct is fully compliant with both the letter and spirit of the Code. The Code is intended to fully comply with all applicable U.S. federal, state, and local laws, and if, in

any instance, the Code is in violation of an applicable law, rule or regulation, that law, rule or regulation will supersede the Code and must be followed.

- 1.3. All Members shall conduct themselves at all times in accordance with the highest standards of morality and professionalism appropriate to their positions in society and the legal profession or other professional contexts as applicable, whether locally or globally. This includes consistently conducting themselves honestly and ethically, with honorable character and steadfast dedication to all applicable professional duties. The failure of Members to conduct themselves in accordance with this Section 1.3, including the commission of misconduct involving fraud, deceit or dishonesty, or the commission of any conduct that could adversely affect the integrity or reputation of The Global Pro Bono Bar, as determined in the sole discretion of the Board of Directors, is a basis upon which a Member's membership in The Global Pro Bono Bar may be terminated.
- 1.4. Except where morally justified, violations of applicable law, rules of professional responsibility, or rules or codes of ethical conduct (e.g., as applicable to the practice of law or of relevant bar membership) are incompatible with membership in The Global Pro Bono Bar and any Member determined to have committed such a violation in the sole discretion of the Board of Directors may be terminated as a Member of The Global Pro Bono Bar. Members are prohibited from using funds, services, assets, or information of The Global Pro Bono Bar for their private benefit, for any use that is or may be inconsistent with The Global Pro Bono Bar's Section 501(c)(3) status or for any unlawful or improper purpose, and any such misuse is grounds for termination of a Member.

2. Public Statements; Social Media.

- 2.1. Public statements of whatever nature (e.g., oral, written, or electronically propagated in any form via the Internet) that are negative, derogatory, disparaging, defamatory or otherwise have any potential to undermine the public perception or any effort of The Global Pro Bono Bar are incompatible with membership in The Global Pro Bono Bar. Members may be terminated from The Global Pro Bono Bar as a result of making such a statement.
- 2.2. From time to time, Members may be approached by reporters or other media representatives. To ensure that The Global Pro Bono Bar speaks with one voice and provides accurate information regarding its activities and services, Members shall direct all media inquiries to the Executive Director. Members are not permitted to discuss matters concerning The Global Pro Bono Bar with any reporters or other media representatives without the express prior written consent of the Executive Director in his or her sole discretion.

- 2.3. Members shall not establish official social media accounts in the name of or on behalf of The Global Pro Bono Bar or make official statements on behalf of The Global Pro Bono Bar through social media. Without limiting the generality of the foregoing, Members shall not participate in or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office, or attempt to influence legislation directly or indirectly, through social media if the Member's activity or statements may reasonably be attributed or imputed to The Global Pro Bono Bar.
- 2.4. Members shall make it clear in any social media posting that the ideas and opinions they express are their own and do not represent the positions of The Global Pro Bono Bar. Members should assume that everything they post on social media is public even if it is posted on a private account or is subsequently deleted. Each Member's responsibility to uphold the ethical standards of The Global Pro Bono Bar extends to all communities they participate in, whether in person or online. For that reason, this policy applies to both professional and personal social media uses that have the potential to relate back to The Global Pro Bono Bar.
- 2.5. Members should not disclose or discuss Confidential Information (as defined below) on social media, nor should they forward, post or share through social media any internal or other documents relating to the work of The Global Pro Bono Bar not otherwise already made public by The Global Pro Bono Bar on its external website.
- 2.6. Members are requested if they encounter social media trolling (such as deliberately offensive or provocative postings) concerning The Global Pro Bono Bar or its work, or any other conduct that violates the Code, to send the details to the Executive Director and not engage or try to resolve the situation themselves.

3. Confidential & Proprietary Information; Work Product.

- 3.1. In the course of membership in, or performing any services for, The Global Pro Bono Bar, Members may receive, hear about, or be privy to non-public information and/or proprietary information about The Global Pro Bono Bar, its operations, and existing and prospective donors, clients, local counsel, clients of local counsel, suppliers, Members and other associated third parties ("**Confidential Information**"). Confidential Information includes, but is not limited to, all information not generally known to the public, in spoken, printed, electronic or any other form or medium, relating directly or indirectly to: The Global Pro Bono Bar practices, policies, plans, publications, documents, research, operations, operational and litigation strategies, contracts, memoranda of understanding, transactions or potential transactions, negotiations or pending negotiations, computer programs, software, applications, operating systems, software design, web design, work-

in-process, databases, manuals, records, systems, financial information, accounting information, accounting records, legal information, marketing information, advertising information, personnel information, vendor lists, internal controls, security procedures, original works of authorship, donor information, and any other Confidential Information of The Global Pro Bono Bar, its operations, and existing and prospective donors, clients, local counsel, clients of local counsel, suppliers, Members and other associated third parties, or of any other person or entity that has entrusted information to The Global Pro Bono Bar in confidence. Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used. Confidential Information does not include any information which (a) is in the possession of a Member at the time of disclosure, as evidenced by such Member's written files and records in existence immediately prior to the time of disclosure, provided that the source of such information was not bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, The Global Pro Bono Bar or any other Person (defined below) with respect to such information; (b) prior to or after the time of disclosure becomes generally available to the public, but not as a result of any action or inaction of such Member or any of such Member's Representatives (defined below); or (c) is subsequently disclosed to such Member or its Representatives by a party having the legal right to make such disclosure without obligation to The Global Pro Bono Bar and who or which did not subject such Member to restrictions on disclosing or using such information. The term "**Person**" includes the media and any corporation, partnership, group, limited liability company, trust, individual or other entity. The term "**Representatives**" includes all directors, trustees, officers, members, partners, stockholders, employees, contractors, consultants, agents, attorneys, accountants or other advisors of the Member, as applicable.

3.2. All Members are responsible for protecting the confidentiality of Confidential Information and must never discuss this information with or disclose this information to anybody not having a need to know and authority to know and use the Confidential Information in connection with The Global Pro Bono Bar's operations. Members are also prohibited from accessing or using any Confidential Information, copying any documents, records, files, media, or other resources containing any Confidential Information, or removing any such documents, records, files, media, or other resources from the premises or control of The Global Pro Bono Bar, except as required in the performance of their duties and services for The Global Pro Bono Bar.

3.3. The mishandling, release, or disclosure of Confidential Information is prohibited and grounds for termination of membership. In addition, Confidential Information and The

Global Pro Bono Bar's ability to reserve it for the exclusive knowledge and use of The Global Pro Bono Bar are of great importance and value, and improper use or disclosure of it will cause irreparable harm to The Global Pro Bono Bar. Each Member therefore agrees and consents that The Global Pro Bono Bar will be entitled to equitable relief, including injunction, as a remedy for any such breach or threatened breach, the sole remedy of such Member, in the event of the entry of any such injunction, being the dissolution of such injunction, if warranted upon hearing duly had (all claims for damages by reason of the wrongful issuance of any such injunction being hereby expressly waived by such Member). Such remedies shall not be deemed to be the exclusive remedies for a breach, but shall be in addition to all other remedies available at law or equity to The Global Pro Bono Bar.

- 3.4. Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation or order. Members shall provide written notice of any such order to the Executive Director of The Global Pro Bono Bar within two (2) days of receiving such order, but in any event sufficiently in advance of making any disclosure to permit The Global Pro Bono Bar to contest the order or seek confidentiality protections, as determined in The Global Pro Bono Bar's sole discretion.
- 3.5. This Code does not, in any way, restrict or impede Members of The Global Pro Bono Bar from discussing their volunteer activities with other Members of The Global Pro Bono Bar, The Global Pro Bono Bar's Board of Directors or staff, or local counsel directly involved in the project or case which is the subject of such activities where such discussion is germane to such project or case.
- 3.6. Upon the termination of membership, however arising, or at The Global Pro Bono Bar's request at any time, Members or former Members shall, and shall cause their Representatives to, return all documents, records and other property of The Global Pro Bono Bar in their possession or control, including all property containing Confidential Information, and delete or destroy all copies of any such documents and materials not returned to The Global Pro Bono Bar that remain in their possession or control. After termination of membership, former Members will have a continuing obligation to maintain the confidentiality of Confidential Information and to avoid its unauthorized use or disclosure.
- 3.7. Members shall cause all Representatives that have received any Confidential Information by or on behalf of such Members to comply with the confidentiality and use provisions of

this Code pertaining to Confidential Information, and shall be responsible for breaches of any such obligations by any such Representatives.

- 3.8. Each Member acknowledges and agrees that all discoveries, concepts, ideas, innovations, improvements, developments, methods, designs, analyses, reports, works of authorship and intellectual property (whether or not including any Confidential Information), all other proprietary information and all similar or related materials, documents, work product or information which are conceived, developed or made by such Member (whether alone or jointly with others) while employed or engaged by, or volunteering for, or otherwise acting at the direction of, The Global Pro Bono Bar (collectively, “**Work Product**”), shall be the sole, exclusive and absolute property of The Global Pro Bono Bar, and each Member hereby does irrevocably assign, transfer and convey (to the extent permitted by applicable law) all rights, including intellectual property rights, therein on a worldwide basis to The Global Pro Bono Bar, to the extent ownership of any such rights does not vest originally in The Global Pro Bono Bar, and waives any moral rights therein to the fullest extent permitted under applicable law. Each Member will, at The Global Pro Bono Bar’s request and without compensation, perform all actions reasonably requested by The Global Pro Bono Bar to establish and confirm such ownership.
- 3.9. Any and all Work Product relating to The Global Pro Bono Bar obtained, developed, derived or used during the course of a Member’s membership in, and volunteer services for, or other work or actions conducted on behalf of, The Global Pro Bono Bar are “works for hire” and may not be used for any purpose outside of The Global Pro Bono Bar. Any proposed use of such materials shall require the prior written consent of The Global Pro Bono Bar’s Executive Director in his or her sole discretion in each instance of any proposed use.

4. Political Activities; Influencing Legislation

- 4.1. U.S. tax law strictly prohibits Section 501(c)(3) organizations such as The Global Pro Bono Bar from participating or intervening (including the making of statements) in any political campaign on behalf of, or in opposition to, any candidate for public office, whether domestic or foreign and whether the office is national, state, provincial or local. A violation of the political activity prohibition can result in the revocation of The Global Pro Bono Bar’s tax-exempt status. The Global Pro Bono Bar respects the rights of its Members to engage in political activity on their own behalf and in their personal capacities, provided such activity does not: (a) conflict with their ability to carry out their responsibilities to The Global Pro Bono Bar; or (b) implicate or appear to implicate The Global Pro Bono Bar in any way. Given the nature of The Global Pro Bono Bar and its work, and consistent with its tax-exempt status, it is imperative that Members take all appropriate measures to ensure that their personal political activity is completely separate

and distinct from work performed for The Global Pro Bono Bar and cannot reasonably be attributed to The Global Pro Bono Bar, including any such activity conducted through the use of social media.

- 4.2. Member political activity may only be undertaken on personal time, at the Member's own expense, and without the use of any resources of The Global Pro Bono Bar (including, but not limited to, office space, computers, e-mail, intranet, telephones, social media, databases, Member lists or any other property of The Global Pro Bono Bar). No Member, in the course of personal political activity, shall use The Global Pro Bono Bar's name in any way, in order to ensure that there can be no inference made of any sponsorship, support, or endorsement by The Global Pro Bono Bar. In addition, Members may not use their positions within The Global Pro Bono Bar to solicit, coerce, or pressure any employee, volunteer, partner organization, local counsel or other Member of The Global Pro Bono Bar to make political contributions or to support or oppose political candidates.
- 4.3. Both as a matter of U.S. tax law and The Global Pro Bono Bar's governing corporate documents and policy, no substantial part of The Global Pro Bono Bar's activities may consist of attempting to influence legislation, whether directly or indirectly and at any national, state, provincial or local level. Accordingly, no Member shall engage in any such activity in the name of or on behalf of The Global Pro Bono Bar except with the express prior written consent, or at the express prior written request and direction, of The Global Pro Bono Bar's Executive Director in his or her sole discretion.

5. Anti-Corruption

- 5.1. The Global Pro Bono Bar seeks to augment local public interest advocacy efforts with globally-sourced public interest legal capacity for research and support services around the world. The business environment may present significant challenges to The Global Pro Bono Bar's ability to conduct those operations with integrity, according to the highest standards of ethical conduct and in a manner that exemplifies the legal norms for which it advocates.
- 5.2. To ensure compliance with the U.S. Foreign Corrupt Practices Act and other anti-corruption laws (collectively, "**Anticorruption Laws**"), The Global Pro Bono Bar strictly prohibits anybody, including its Members, acting on its behalf or providing volunteer or other goods and services to The Global Pro Bono Bar from directly or indirectly offering, promising to pay, or authorizing the payment of money or anything of value to: (a) employees and officers of foreign governments, including state-owned enterprises; (b) employees and officers of certain public international organizations; (c) political parties; and (d) political candidates, if the provision, or offer to provide, is intended to improperly influence the acts of such individuals to provide a business advantage to any persons. The

fact that bribery may be an accepted local practice in a country does not relieve The Global Pro Bono Bar's Members from complying with Anticorruption Laws. Where this provision of this Code provides more stringent requirements than those provided by local law or custom, this Code shall control. However, where this provision of the Code conflicts with local law, any Member faced with a situation that raises questions or doubts concerning compliance with Anticorruption Laws should immediately contact and discuss the matter with The Global Pro Bono Bar's Executive Director before taking further action.

6. Interpretation and Implementation.

- 6.1. This Code shall be interpreted and implemented by the Board of Directors of The Global Pro Bono Bar in its sole discretion. Any violation by a Member of this Code is grounds for immediate termination of his, her or its membership in The Global Pro Bono Bar.
- 6.2. This Code may be reviewed periodically by the Board of Directors to ensure that it is a current and usable resource for The Global Pro Bono Bar. This Code may be amended, modified, or discontinued solely by the Board of Directors in its sole discretion from time to time, without prior notice.
- 6.3. This Code does not create a contract or confer any contractual right, either express or implied.
- 6.4. Nothing in this Code is intended to limit or restrict the ability of any employee of The Global Pro Bono bar to discuss his or her conditions of employment.
- 6.5. Any provision of this Code which is prohibited or held to be void or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition, voiding, or unenforceability as to such jurisdiction only, without invalidating the remaining provisions of this Code, which shall remain unaffected and fully applicable, and such provision shall be reformed, construed, and enforced as if such provision had never been contained herein and there had been contained in this Code instead such valid, legal and enforceable provisions as would most nearly accomplish the intent and purpose of such invalid, illegal or unenforceable provision. Any such prohibition, voiding, or unenforceability of any provision of this Code in any jurisdiction shall not invalidate or render unenforceable or void the same in any other jurisdiction.

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