



Board of Directors Information Packet

HELP

HOPE

Help for today. Hope for tomorrow.



Responsibilities of the Board of Directors

DETERMINE MISSION AND PURPOSES.

It is the Board's responsibility to create and review a statement of mission and purpose that articulates the organization's goals, means, and primary constituents served.

SELECT THE PRESIDENT.

Boards must reach consensus on the president's responsibilities and undertake a careful search to find the most qualified individual for the position.

SUPPORT AND EVALUATE THE PRESIDENT.

The Board should ensure that the president has the moral and professional support he or she needs to further the goals of the organization.

ENSURE EFFECTIVE PLANNING.

Boards must actively participate in an overall planning process and assist in implementing and monitoring the plan's goals.

MONITOR AND STRENGTHEN PROGRAMS AND SERVICES.

The Board's responsibility is to determine which programs are consistent with the organization's mission and monitor their effectiveness.

ENSURE ADEQUATE FINANCIAL RESOURCES.

One of the Board's foremost responsibilities is to provide adequate resources for the organization to fulfill its mission.

PROTECT ASSETS AND PROVIDE FINANCIAL OVERSIGHT.

The Board must assist in developing the annual budget and ensuring that proper financial controls are in place.

BUILD A COMPETENT BOARD.

All boards have a responsibility to articulate prerequisites for candidates, orient new members, and periodically and comprehensively evaluate their own performance.

ENSURE LEGAL AND ETHICAL INTEGRITY.

The Board is ultimately responsible for adherence to legal standards and ethical norms.

ENHANCE THE ORGANIZATION'S PUBLIC STANDING.

The Board should clearly articulate the organization's mission, accomplishments, and goals to the public and garner support from the community.



Criteria For Board Members

Mandatory Criteria for All Board Members

Members of the World Help Board of Directors affirm the following:

1. I am “All In.”
2. World Help will be a priority in my personal Charitable Giving.
3. I will leverage my position, my relationships, and my God-given abilities and gifts to promote World Help and raise funds.
4. I will be available to serve on or start a needed committee.
5. I understand that meeting attendance is mandatory. I will attend all meetings in person or by calling in (in person at least one time per year).
6. I understand that Global Impact Summit attendance is mandatory (at least one time per year).
7. I will complete an annual self-evaluation and background check, as well as state my intent to remain on the Board.
8. I will be willing to discuss needed “growth areas” with Governance Committee member(s).
9. I agree with and will adhere to World Help’s Statement of Faith, Bylaws, Mission, and Values.

Expectations for All Board Members

Board Members understand they are expected to do the following:

1. Go on a World Help trip at least once every two years, at board member’s own expense, bringing a guest when possible.
2. Host/Sponsor a fundraising event.
3. Identify and recommend potential new Board and Advisory Board members.



Values

We believe . . .

All people matter.

Knowing that Jesus’ greatest commands are to love God and love people, we are deliberate and intentional about showing love and bringing dignity to each person we serve.

That an active faith extends far beyond Sunday’s four walls.

Faith isn’t reserved for religious settings . . . it is a lifestyle to be lived out in all areas of life and work. Because of this, we work hard to keep our faith integrated into the fabric of our organization, influencing every part of what we do.

In equipping the right partners with the resources they need in order to affect sustainable transformation in people and communities.

Our in-country teams are strategically positioned to meet needs and provide valuable feedback to improve future initiatives and implement cost-effective solutions that foster growth. This support system produces viable results and allows us to continue making effective investments in impoverished communities worldwide.

In building long-term relationships with our donors that allow us to be the hands, feet, and heart of Jesus.

Successful, healthy relationships built on mutual respect, foster a vibrant organizational atmosphere where everyone—from the youngest staff member to the oldest donor—knows they are a vital part of our mission.

In working with passion, enthusiasm, and fanatical attention to quality and detail.

The quality of our work will be measured by how effectively help and hope is delivered to people in impoverished communities. This is why we will continue to focus ourselves collectively on making every task, every assignment, and every moment count.

In always doing the right thing, total transparency, and sharing the results of the impact we make.

Trust is the thread that holds our organization together. We will never compromise our integrity to get ahead, nor cut corners for the sake of convenience. Our reputation not only says who we are, it serves as a marker for where we are going.

In accomplishing God-sized tasks that last for eternity.

By centering our mission, our energies, and our collective focus on bringing physical help and spiritual transformation, we believe God will do the impossible for millions of impoverished people around the world.



WORLD HELP, INC.

DIRECTORS' CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) is entered into between World Help, Inc., and _____ (“Director”), as of this ___ day of _____, 2021, with reference to the following:

- A. Director is serving as a member of the Board of Directors of World Help, and as such, is a fiduciary of World Help who has the highest duty of loyalty to World Help;
- B. While serving as a director of World Help, Director will necessarily receive Confidential Information arising out of or otherwise relating to World Help's activities; and
- C. As a condition of receiving Confidential Information, Director agrees to safeguard the Confidential Information as stated below.

Director therefore agrees as follows:

1. CONFIDENTIAL INFORMATION

1.1 Definition. As used in this Agreement, “Confidential Information” shall mean: (a) any information that is disclosed by World Help to Director, or that pertains to World Help and otherwise becomes available to Director by reason of his or her service as a director of World Help; (b) any proprietary data and trade secrets of World Help, including research, product and service plans, information identifying any donors or prospective donors, historical fundraising information and analyses, market information and plans, other business plans, and financial information; and (c) any other disclosures by World Help that are in writing and designated as Confidential Information or that, if initially oral, are submitted in writing and designated as Confidential Information within thirty (30) days after the original oral disclosure. Confidential Information also includes but is not limited to the names, addresses, donor history information, information derived from donor activity, and any other personal and private information about a director, officer, Advisory Board member, employee, or donor that a reasonable person would expect to remain confidential.

1.2 Exclusion. Notwithstanding Section 1.1, Confidential Information shall not include any information that: (a) prior to any disclosure covered by this Agreement was known to Director free of any obligation to keep it confidential as evidenced by documentation in Director's possession; (b) is or becomes publicly available other than by unauthorized disclosure by Director; (c) is received from a third party whose disclosure does not violate any confidentiality obligation or other restriction on disclosure; or (d) is developed independently by Director without use of any Confidential Information.

2. OBLIGATIONS

2.1 Nondisclosure. Director acknowledges that Confidential Information of World Help, in whatever form, is the sole property of World Help, and may contain valuable trade secrets. Director shall use World Help's Confidential Information only to perform services as a director of World Help, or otherwise in service to World Help. Director acknowledges that he or she has an affirmative and continuing obligation to respect the privacy of all donors to World Help and, particularly, to protect the security and confidentiality of each donor's personal information. Director shall hold all Confidential Information in confidence exercising the same standard of care to safeguard Confidential Information as he or she uses to safeguard his or her own most sensitive or

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confidential information, which standard of care shall not be less than a reasonable standard of care to safeguard the privacy of any Confidential Information of the type disclosed. Director shall not, directly or indirectly, disclose, divulge, publish, disseminate, or otherwise make available Confidential Information, in whole or in part, or in any modified form, to any person other than to directors, Advisory Board members, or employees of World Help who have a need to know it in order to perform their work for World Help.

2.2 Legal Obligations. Director may disclose Confidential Information pursuant to any statute, regulation, order, subpoena, or document discovery request, provided that prior written notice of such requested or compelled disclosure is furnished to World Help as soon as reasonably possible after receipt of the demand for disclosure to afford World Help an opportunity to seek a protective order or other relief to prevent or restrict such disclosure. If World Help does not seek or is unable to obtain a protective order or other relief, and Director is legally compelled to disclose Confidential Information, such disclosure may be made without liability under this Agreement.

2.3 Unauthorized Use or Possession. If Director has actual knowledge of any unauthorized use or possession of any Confidential Information, he or she shall immediately notify World Help in writing of the nature of such unauthorized use or possession.

2.4 Return of Confidential Information. Upon demand by World Help or when Director is no longer serving as a director of World Help, and unless otherwise required by applicable law or regulation, Director shall promptly return all Confidential Information in his or her possession or control, in whatever form, to World Help; or certify to World Help that the Confidential Information has been destroyed, and erased from any electronic or other medium on which it may have been stored.

3. GENERAL

3.1 Survival. The provisions and obligations of this Agreement are continuing and without limitation and shall survive the expiration or termination of Director's service as a director of World Help.

3.2 Injunctive Relief. Director acknowledges that the remedies at law for the breach of any provision of this Agreement are inadequate, and that it will be difficult to fully compensate World Help for damages resulting from the breach or threatened breach of any provision of this Agreement. Accordingly, World Help shall be entitled to temporary and injunctive relief, including temporary restraining orders, preliminary injunctions, and permanent injunctions, to enforce the provisions of this Agreement. The right to seek injunctive relief shall not diminish World Help's right to claim and recover damages for any breach of this Agreement.

3.3 Notices. All notices required by this Agreement shall be in writing, shall be mailed or personally delivered to the other party at the address provided from time to time, including delivery by means of a nationally recognized courier service, and shall be deemed effective upon personal delivery to the other party, or three days after mailing, if mailed with sufficient postage and properly addressed.

3.4 Governing Law. This Agreement is governed by the laws of the Commonwealth of Virginia, without regard to its conflicts of laws rules. Any action brought as a result, directly or indirectly, of any alleged breach of this Agreement shall be brought in a state or federal court of appropriate jurisdiction in the Commonwealth of Virginia. Director consents to the jurisdiction of the courts in the Commonwealth of Virginia.

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3.5 Validity. If any provision, or part of a provision, in this Agreement is held to be invalid, illegal, or unenforceable, the remainder of the Agreement, and other parts or applications of the invalid provision, shall remain in full force and effect.

IN WITNESS WHEREOF, Director has signed this Agreement as of the date stated above.

DIRECTOR

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WORLD HELP, INC.

DIRECTORS' NON-COMPETITION AGREEMENT

This Non-Competition Agreement (“Agreement”) is entered into between World Help, Inc., and _____ (“Director”), as of this ___ day of _____, 2021, with reference to the following:

- A. Director is serving as a member of the Board of Directors of World Help, and as such, is a fiduciary of World Help who has the highest duty of loyalty to World Help; and
- B. As a condition of serving on the Board of Directors, Director agrees not to compete with World Help in the manners set forth below.

Director therefore agrees as follows:

1. NON-COMPETITION

1.1 Non-competition. Without the express written permission of World Help, Director agrees that, during the term of his or her service and for a period of two years after his or her service for World Help ends, he or she will not, directly or indirectly, be engaged in an executive or professional capacity, be employed by, or otherwise contract to work for or on behalf of, any organization that primarily raises money in the United States or conducts charitable relief and development activities. This restriction includes, but is not limited to, employment by or engagement with an individual or business entity that provides services to any such organization. Director agrees that the restriction in this Section 1.1 is reasonably necessary to protect World Help’s interest in continuing its nationwide fundraising and international charitable activities.

1.2 Non-solicitation. (a) Each Director also agrees that, during the term of his or her service and for two years after the end of his or her last term of office as a Director, and unless he or she has express written permission from World Help, he or she will not, directly or indirectly, recruit, employ, or otherwise engage—

- (1) any current director or employee of World Help, or any former director or employee of World Help who was serving on the Board of Directors, or was employed by World Help, during the 90 days immediately before the end of the Director’s last term of office as a director; or
 - (2) any director or employee of any organization that was an International Partner of World Help during the 12 months immediately before the end of the Director’s last term of office as a director.
- (b) Subsection (a)(2) shall not apply when the Director has a relationship with an International Partner that pre-dates his or her service as a Director.
- (c) For purposes of this Agreement, an International Partner includes any individual or ministry to which World Help provides cash or in-kind assistance in order to implement World Help programs around the world.

2. GENERAL

2.1 Survival. The provisions and obligations of this Agreement are continuing and without limitation, and shall survive the expiration or termination of Director’s service as a director of World Help.

2.2 Injunctive Relief. Director acknowledges that the remedies at law for the breach of any

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