

## **ETHICAL CONDUCT EXPECTED**

This section outlines the ethical standards of conduct Rockland Green expects of all employees. These policies are intended to be complimentary to, and not supersede, the Rockland County Code of Ethics, which Rockland Green adopted in 2001, as applicable to employees and board members of Rockland Green.

### **Conflicts of Interest/Ethical Business Practices**

Employees are expected to act in the best interest of Rockland Green and to safeguard Rockland Green's reputation from any conflict of interest or even the appearance of a conflict. A potential conflict of interest arises when an employee's outside interests interfere with the employee's ability to objectively perform his/her job duties. Therefore, employees should avoid outside interests that may conflict with Rockland Green's interest, be harmful or embarrassing to Rockland Green in any way or jeopardize Rockland Green's reputation.

An employee or a member of an employee's family's financial or other business interest in a vendor, customer/client, or a competitor of ours, could affect our employee's ability to make impartial decisions on behalf of our organization. As a result, any employee who becomes aware that Rockland Green is or may be doing business with any such individual or company must alert management.

If you have any questions regarding an actual or suspected conflict of interest, illegal activity or any breach of Rockland Green codes of conduct, contact your direct supervisor or the General Counsel to explain your concerns. Employees can report conflicts of interest without fear of reprisal or retaliation.

#### **I. Outside Employment:**

Employees may hold non-competitive jobs outside of Rockland Green during nonworking hours, provided that the outside job does not interfere with an employee's ability to satisfactorily perform the duties of his/her Rockland Green position, and provided the employee gives Rockland Green advance notice of the prospective employment. Employees should consider the impact that outside employment may have on their health, physical endurance and ability to effectively perform their responsibilities for Rockland Green. All employees will be judged by the same performance standards and will be subject to the same scheduling demands, regardless of any outside work commitments. Your employment here must be considered a priority and scheduling obligations for Rockland Green must take precedence over outside employment. Outside employment should not be permitted to interfere with your ability to perform your job for Rockland Green to the best of your ability and must not violate our Conflicts of Interest policy by creating an actual conflict, or the appearance of a conflict.

## II. Duty to Protect Confidential Information:

The protection of confidential Rockland Green information and trade secrets, as well as confidential information of the customers, public entities, residents, and commercial establishments we service (“customers/clients”), is vital to our interests and success. Confidential information is any nonpublic information including, but not limited to, trade secrets involving Rockland Green and/or its services, or employees. All Rockland Green information should be held in strict confidence, and not relayed to anyone outside Rockland Green, except in the usual course of business and with Rockland Green permission, or as otherwise required or permitted by law. Disclosure of Rockland Green confidential information to Rockland Green competitors or others could cause egregious and irreparable harm. Confidential information includes, but is not limited to, the following examples:

- Product/Service development plans
- Business records of Rockland Green
- Rockland Green manuals, policies and procedures
- Information relating to confidential or proprietary processes and technologies
- Customer/client, or supplier lists and related information
- Agreements between customers/clients and Rockland Green
- Personal or financial information regarding any customer/client
- Contracts with Rockland Green vendors or suppliers or independent contractors
- Rockland Green financial information
- Rockland Green strategic and development plans
- Market analysis information
- Project records
- Employee records and compensation data (see Policies on Confidentiality of Employees’ Personal Information and Confidentiality of Payroll)
- Employee agreements (see Policy on Confidentiality of Employees’ Personal Information)
- Information related to potential new hires

As an employee of Rockland Green, you are in a position of trust, and you have an obligation to Rockland Green and to the public to see that the confidentiality of this information is strictly maintained and protected. Unauthorized use or disclosure of confidential information, even if inadvertent, compromises both you and Rockland Green.

Employees may be required to sign a nondisclosure agreement as a condition of employment. However, regardless of whether a formal agreement is signed, any employee who discloses

Rockland Green's trade secrets or confidential and proprietary business information to anyone other than a person known to be authorized to receive such information will be subject to disciplinary action up to and including termination of employment, and may also be subject to legal action, including but not limited to actions under the Defend Trade Secrets Act of 2016 ("DTSA"). However, an employee will have immunity from an action asserting a trade secret misappropriation if the disclosure the employee makes was made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and that disclosure of Rockland Green's confidences was made solely for the purpose of reporting or investigating a suspected violation of law. Similar immunity is available if the disclosure of confidences is made in a complaint or other document filed in a lawsuit or other proceeding, provided such filing is made under seal. Such immunity extends to both criminal and civil liability under any Federal or State trade secret law.

This policy, generally, does not apply to information relayed in the course of filing a report under Rockland Green's Whistleblower policies, provided the report is made to appropriate authorities.

Further, each employee has a continuing obligation to safeguard and not disclose or use Rockland Green confidential proprietary information, even after his or her employment with Rockland Green ends for any reason. Such restriction on disclosure of our confidential information includes a restriction on posting or relaying it on the internet in any forum, blog or electronic communication of any sort.

As Rockland Green expects its confidential information to be respected, it is also our policy to respect the confidential information of others. Employees who possess confidential information from a former employer, or relating to customers, clients or employees of a former employer must keep that information confidential and not disclose or use that information in performing his or her job duties for our organization. Questions about what constitutes confidential information or the conditions upon which it can be released should be directed to your immediate supervisor or to the General Counsel.

### III. Gratuities to or from Government Employees or Officials:

Employees may not offer or receive a gratuity to or from any government employee or official on behalf of, or in pursuance of our business. Gratuities are defined as meals, drinks, gifts, expenses, cash or any other item of value, including personal service.

Employees are strictly forbidden to offer or give any form of a business gift to federal, state, or municipal employees, or to accept one.

### IV. Work Product:

Any and all work products of any nature ("Work Product") which an employee has conceived and/or made during the employee's employment with our organization and which has or may have any applicability to any aspect of the business of Rockland Green shall be deemed a work for hire and shall be the sole and exclusive property of Rockland Green. Employees agree to assign, transfer and convey to Rockland Green all right, title and interest in and to all Work Product which may be developed during their employment.

V. Theft of Property (Including Confidential Information):

Rockland Green employees are entrusted with and have access to Rockland Green equipment, Rockland Green supplies and Rockland Green confidential and proprietary information and, on occasion, confidential information of the municipalities, business and public that we service. Removal of Rockland Green property, equipment, or documents without express consent of management is prohibited. Theft of this physical or intellectual property, or otherwise violating this trust, will subject the violator to disciplinary action under Civil Service Law Section 75 as misconduct, potentially resulting in disciplinary suspension or discharge, as well as possible legal proceedings, including criminal actions, to prosecute the employee and/or to recover Rockland Green property. If necessary, Rockland Green may seek a Court Order to examine an employee's personal computer equipment, if Rockland Green has reason to believe that this equipment has been used to breach the security of Rockland Green's confidential information.