



**ACCREDITATION and RECOGNITION
PROCEDURES MANUAL**

STANDARDS FOR EXCELLENCE® PROGRAM
ACCREDITATION and RECOGNITION
PROCEDURES MANUAL

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Attachments:

Note: Use the bookmarks function of your PDF reader to navigate to each of the Attachments.

- [Attachment A](#): Authority, Composition and Duties of the Ethics Standards Committee
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STANDARDS FOR EXCELLENCE® PROGRAM
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Introduction

The Standards for Excellence Institute (Institute) with its Nonprofit Accreditation and Recognition Program (“Program”) is a project of the Maryland Association of Nonprofit Organizations (“Maryland Nonprofits”). The Program is based on the *Standards for Excellence: An Ethics and Accountability Code for the Nonprofit Sector* (The Code).

To ensure the integrity, equity, and the uniform administration of the Program, this Procedures Guide has been prepared for the information and guidance of the staff, applicants, and reviewers. This Procedures Manual is designed to describe the basic policies, processes and procedures of the Program and may be updated and amended from time to time. The Licensing Agreements signed by each accredited or recognized organization is the basic governing document for operation of the Program, along with this Procedures Manual, which is incorporated by reference (Exhibit B) into the Licensing Agreement.

Accreditation and Recognition Program Concept

The mission of the Institute is to improve the performance and accountability of nonprofits and strengthen the public’s trust in the nonprofit sector. To that end, the four primary goals of the Institute are:

1. To identify a set of benchmarks crucial to the effective, efficient, and ethical governance and management of nonprofit organizations;
2. To assist organizations in meeting these benchmarks;
3. To accredit and recognize those nonprofit organizations which have demonstrated compliance with these benchmarks; and
4. To improve the public’s trust in nonprofit organizations.

Goal 3 is enacted through the Accreditation and Recognition Program. A nonprofit organization which is *accredited* has attained compliance with the full set of Standards for Excellence [Insert hyperlink] benchmarks as identified and adopted by the Maryland Nonprofits Board of Directors. A nonprofit which is *recognized* has attained compliance with benchmarks outlined at the Standards Basics or Standards Basics Enhanced levels.

Accreditation or recognition demonstrates to organization’s stakeholders and the public that the organization has a commitment to high quality governance, management, ethics, and accountability. Nonprofits which participate publicly endorse the *Standards for Excellence: An Ethics and Accountability Code for the Nonprofit Sector*.

Membership in the Standards for Excellence Institute or Maryland Nonprofits is not a prerequisite for participation in the accreditation and recognition program.

Structure of the Program

As projects of Maryland Nonprofits, the Standards for Excellence Institute is governed by the Maryland Nonprofits' Board of Directors.

The Ethics Standards Committee (Committee) is an arm of the Institute and is the Administrator of the Program. The Committee is administratively independent of the Maryland Nonprofits Board of Directors, such that the board does not have the authority to overturn decisions of the committee or influence accreditation or recognition decisions of the committee in any way. The Chair of the Committee is a member of the Maryland Nonprofits board and appointed the position by the board. Members of the Committee are appointed by the Chair and must demonstrate a deep familiarity with nonprofit practices and the Standards for Excellence benchmarks.

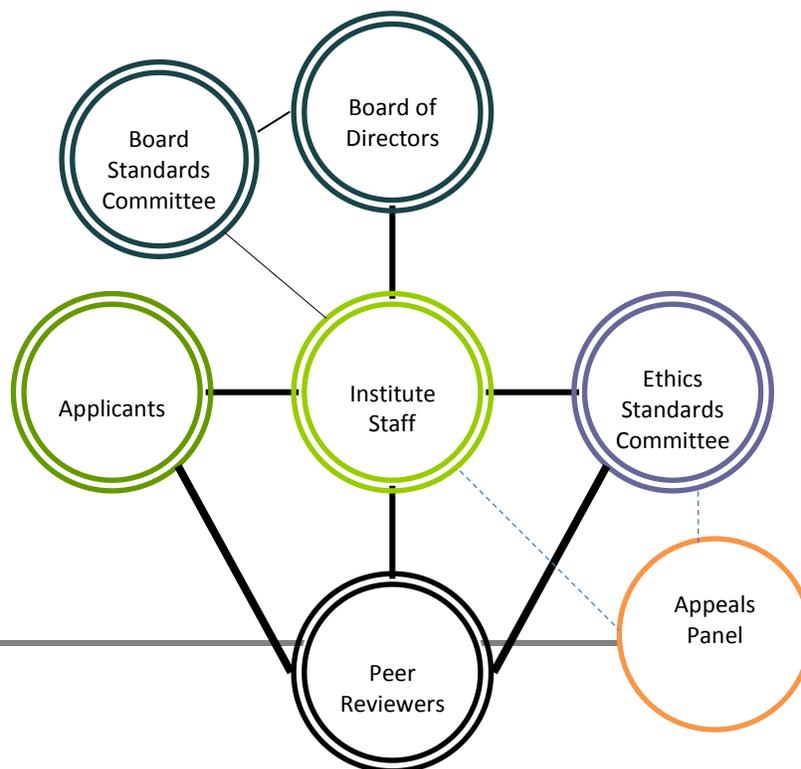
The Committee oversees the administration, development, and maintenance of the Program. The Committee renders final decisions on applications to the accreditation and Basics Enhanced recognition levels. A complete outline of the composition and duties of the Committee is contained in [Attachment A](#).

The Committee is assisted in its work by the staff of the Institute and teams of volunteer peer reviewers which review each accreditation application.

Applicants may appeal a Committee denial to an ad hoc Appeals Panel, described in [Attachment G](#).

Volunteer peer reviewers are nonprofit staff, volunteers, consultants, and funders who have at least three years of experience in a management or governance function in the nonprofit sector. A complete outline of the requirements and duties for peer reviewers is included in [Attachment B](#).

Orientation, education, resources, and support are provided to Committee members and peer reviewers by the Institute staff. Staff implements the program by assisting applicants through the process and supporting the volunteer Committee members and peer reviewers.



Eligibility

Any nonprofit organization (designated 501(c)(3), 501(c)(4), or 501(c)(6) according to the Internal Revenue Code) operating in the United States is eligible to apply. The organization must demonstrate that it meets benchmarks as outlined in the Standards for Excellence Application Package and Checklist relevant to its level of recognition (Standards Basics, Standards Basics Enhanced, Standards Accredited).

How the Program Works

The Program enforces equitable administration and decision-making through the following procedures.

Confidentiality and Conflict of Interest

Annually, each staff member, peer reviewer, and Committee member, or any other program volunteer is required to sign a Confidentiality Statement and a Conflict of Interest Disclosure Statement to disclose their interests and involvements. For each organization that an individual reviews, any staff member, peer reviewer, or committee member will be required to fill out organization-specific disclosure and conflict of interest/confidentiality statements. Copies of the confidentiality policy, conflict of interest policy, annual disclosure statements, and organization disclosure forms are included in [Attachment C](#). Copies of these documents are maintained by Institute staff.

Application Procedures

Applicants are encouraged to access the Institute's self-assessment in order to determine whether they should pursue the tiered application process or apply directly for full accreditation. The applicant should submit a complete application, according to the instructions on the online application system, located at <http://sfei.fluidreview.com/>. The application consists of a series of Yes and No questions, descriptions of processes and procedures, and documentation to provide backup for these responses. Incomplete applications will not pass the initial staff review. All information submitted by applicants is considered confidential.

Organizations who do not meet the Standards benchmarks as outlined in the code and the application may be assigned to a lower tier of recognition or have their application denied. For instance, organizations who do not meet the benchmarks required for Basics recognition will almost certainly fail to receive full accreditation and may be asked to reconsider applying at a lower level.

During the application process, the applicant should be prepared to respond to requests from staff and other reviewers to provide additional information or clarification within the stated deadlines.

Applications which remain open for more than one year due to delays in the applicants' response to reviewer inquiries will be asked to submit an additional application fee and updated documentation.

Applications which are suspended or withdrawn due to a failure to respond to a request for more information and applications which are denied are not revealed to the public. Only organizations that complete the accreditation or recognition process with a positive result are announced publicly.

Review Procedures

It is the review procedures which set the Institute apart from other nonprofit watchdogs. Each organization will be judged according to its individual circumstances. Unlike data-mining or self-reporting rating systems, all applications are subject to a professional third-party review. While the Institute staff and reviewers hold each organization to the same benchmarks, they understand that all nonprofits are different. Benchmarks in the code are flexible enough to be applicable to all budgets, sizes and types of nonprofits; therefore, reviewers use their expert knowledge to make judgment calls as to whether the information included in the application meets the benchmarks in a way suitable to the organization's circumstances and environment.

The review process that each applicant undergoes depends upon the level of recognition or accreditation for which they are applying. For a full description of the review process, see [Attachment D](#).

Each level of the review process builds upon the one before it. The staff review process is intended to ensure that the application is complete and that the applicant has provided an acceptable response to all applicable questions. Standards Basics recognition applications receive only a staff review. Standards Basics Enhanced recognition and Accreditation applications are subject to an initial staff review before being forwarded to the next level of review.

The peer review teams also review the complete application and their goal is to determine whether the information provided meets the Standards benchmarks. Accreditation applications are the only applications reviewed by the peer reviewers.

The Committee reviewers review only finite portions of the application which receive a designation during the peer review process (requirement, expectation, observation, or commendation). The Committee makes the final determination whether the organization will be awarded accreditation or basics enhanced recognition.

Peer review teams and Committee review teams are chosen for their expertise and experience with the nonprofit sector. Every attempt is made to create diverse teams in order to encourage a broad spectrum of knowledge, skills, and opinions.

Staff maintains a catalog of precedents set by reviewers to help provide consistency in judgment among organizations and provides feedback to the peer reviewers and Committee members.

Decisions regarding approval or denial of an application are final unless appealed within 90 days of a formal notification of the decision, per the Appeal Procedures outlined in [Attachment G](#).

Approved applications are often accompanied by designations such as commendations (for particularly excellent practices), observations (recommendations on areas to strengthen the organization that go beyond the requirements of the code), or expectations (areas to strengthen the organization in order to maintain accreditation or recognition). Applicants who are denied acceptance will receive feedback regarding requirements placed on their application which they must meet in order to be reconsidered for approval. Needed support and resources are also provided by staff in order to help the organization meet the additional benchmarks. A full definition of these designations is included in the accompanying Glossary, [Attachment E](#).

Award, Licensing and Renewal

An accredited or recognized organization in the Program represents publicly that it meets the Standards for Excellence Program benchmarks in accordance with a Licensing Agreement or Recognition Agreement signed by the Institute and the Organization. A copy of the Agreement signed by accredited and recognized organizations are included in [Attachment F](#).

The Institute will promote the organization's achievement and provide a public relations kit for use by the organization to promote its own achievement. Accredited organizations will be provided with the trademarked "Seal of Excellence" logo to use in their promotional materials and a certificate to display. Organizations recognized under Basics or Basics Enhanced will receive a letter from the Institute outlining their accomplishments which may be shared with stakeholders.

Upon initial accreditation or recognition under the Standards Basics or Standards Basic Enhanced levels, an agreement is signed for the duration of three years. Before the agreement terminates, the organization must apply for renewal and submit an updated application for review. Recognized organizations must renew every 3 years, while each subsequent accreditation license will cover five additional years from the time the previous license is expired.

Because the Institute encourages that organizations adopt a mindset for continuous organizational improvement, Applicants applying for renewal will often be held to a higher standard than at their initial recognition or accreditation.

Fees

Fees are based on a sliding scale. Current application and annual licensing fees are published at our website. <http://www.standardsforexcellenceinstitute.org/dnn/>. These fees vary by state. If you are affiliated with one of our accreditation partners in Maryland, Ohio, or Pennsylvania, please see their respective websites at:

Maryland: <http://www.marylandnonprofits.org/dnn/>

Ohio: <http://www.oano.org/>

Pennsylvania: <http://www.pano.org/>

Noncompliance

Accredited and recognized organizations are expected to maintain compliance with the Standards for Excellence benchmarks and to meet any ongoing requirements in the form of expectations. A claim or allegation of noncompliance with the Program, review procedures or benchmarks may be filed against an organization. This claim may come from the organization itself, from the public, or from Program staff or reviewers. The Institute does not assume wrongdoing on the part of the organization on the basis of any public or private allegation. The Institute may conduct an investigation of the alleged noncompliance. The organization and the Institute shall each bear all of their own costs related to any such investigation. The organization will be asked to provide information to the Institute regarding the claim. If a determination of noncompliance is made, the organization's license agreement may be terminated. A description of this process is included in [Attachment G](#).

ATTACHMENT A

Authority, Composition and Duties of the Ethics Standards Committee

The National Ethics Standards Committee is charged with overseeing the Accreditation and Recognition Program(s) of the Standards for Excellence Institute, a project of the Maryland Association for Nonprofit Organizations (Maryland Nonprofits). The Committee's main roles and responsibilities include:

- Providing advice and guidance to staff regarding the periodic review and evaluation of the application policies, procedures, and processes;
- Providing advice and guidance to staff regarding the periodic review of content of the *Standards for Excellence: An Ethics and Accountability Code for the Nonprofit Sector*;
- Reviewing and approving or denying all Accreditation or Standards Basics Enhanced applications.

Authority

The chair of the Committee is a Maryland Nonprofits board member. The Ethics Standards Committee will be administratively independent of the board of directors of Maryland Nonprofits such that the board does not have the authority to overturn accreditation or recognition decisions of the Ethics Standards Committee.

The Committee will meet at once per year as a full group, with in-person meetings scheduled every two years as needed, to evaluate, assess, and offer changes to the *Standards for Excellence: An Ethics and Accountability Code for the Nonprofit Sector* and the related Program. Changes (i) will be made by the Committee upon a vote of no less than two-thirds of the entire Ethics Standards Committee or (ii) may be made by the Maryland Nonprofits board of directors. Any changes made by the Committee must be approved by the board of directors of Maryland Nonprofits.

Institute staff will provide staff support to the work of the Committee, but will not serve as members of the Ethics Standards Committee and do not have the authority to vote to approve or reject applications.

Applications for Accreditation or Standards Basics Enhanced recognition may be assigned to a lower tier of recognition at the discretion of the Ethics Standards Committee.

Conflicts of Interest/Confidentiality

Ethics Standards Committee members will be required to annually sign and adhere to the Conflict of Interest and Confidentiality Policy. Members must excuse themselves from participation in reviews where a conflict of interest exists.

Selection and Composition

Nonprofit senior staff, board members, funders, educators, and experienced nonprofit consultants are eligible for recruitment or nomination to the Committee.

The committee will be divided into teams in order to review applications. Teams will be made up of no less than six and no more than eight committee members. The total number of committee members may fluctuate based on the demand for application reviews.

Term Limits

Committee members will be selected to serve no more than two consecutive two-year terms. The term of one-third of the members (or as close as possible to one third of the members) shall end as of December 31 of each year. Members rolling off at the end of a calendar year may be asked to stay on for an additional month or two depending on the scheduling of the annual or biennial evaluation meeting.

The Ethics Standards Committee will be responsible for the recruitment and selection of its own members, with final appointments being made by the Chair of the Committee.

Meetings and Participation

Each team of the Committee will meet on a regular basis, as often as is necessary, to hear recommendations from the staff or Peer review teams and to vote and render decisions on those recommendations. The Committee may also be asked to vote and render decisions on additional issues regarding applicant or currently accredited or recognized organizations. These issues may include but are not limited to: investigations of non-compliance, extensions, amendments or other changes to existing License Agreements, or other special circumstances that may require special consideration by the Committee.

Committee members are expected to review application materials prior to meetings. These materials are provided within a week of the meeting. Meetings will take place via teleconference or web conference. A quorum for a meeting the full Committee to address Program-related matters is a majority of all Committee members, or 51%. A quorum for a meeting of a team of the Committee for consideration of application is three members.

At Committee team meetings to consider applications, a member of the Institute staff will give a brief description of the applicant organization, its compliance with the Standards benchmarks, and will make a recommendation on the application. The Committee will hear recommendations, review findings, and make final decisions.

Committee members who fail to fulfill their obligations will be asked to resign.

ATTACHMENT B

Recruitment, Selection, and Responsibilities of Peer Reviewers

Peer reviewers are skilled volunteers who serve on ad-hoc three-member teams to review accreditation applications for implementation of the Standards benchmarks.

Authority

Teams will make a recommendation on the status of the application to Institute within 15 working days of receipt of the package. In order for the peer review team to make a recommendation on an application, consensus by two members of the three-member peer review team is required.

Peer reviewers may not contact applicants and should address all questions or requests for additional information to the staff member assigned to that particular application.

Conflicts of Interest/Confidentiality

Applicants will not know the identities of the peer reviewer team chosen to review their application.

Peer reviewers must sign a Conflict of Interest and Confidentiality Statement and Disclosure Form annually. In addition, peer reviewers must specifically represent, in writing, that they have no conflict of interest with respect to the organization whose application they have been assigned. Should they realize there is a conflict after they begin reviewing materials, they must promptly notify Institute staff in writing. Another peer reviewer will be chosen to take their place on the team and they will be excused from the review.

Recruitment and Selection of Peer Reviewers

Institute Staff will coordinate the recruitment and selection of peer reviewers. If prospective peer reviewers do not have a recommendation of a Maryland Nonprofits board member, Ethics Standards Committee member, or staff member, references will be called. Prospective peer reviewers must have at least 3 years of experience in the nonprofit sector.

Volunteer peer reviewers are nonprofit staff, volunteers, consultants, and funders who have at least three years' experience in a management or governance function in the nonprofit sector. Peer reviewers must demonstrate thorough knowledge of nonprofits and the Standards benchmarks.

Meetings and Participation

Peer reviewers will attend a peer review training session conducted by the Institute and complete a peer reviewer application form. Peer reviewers who are accepted will be added to the pool of potential reviewers from which the staff will assemble appropriate teams for each application to be reviewed.

Peer reviewers will not be expected to review more than one application package per year, and no more than three application packages each year unless the peer reviewer volunteers to review more application packages.

Peer reviewers will be responsible for assessing the applications on their own and then meeting with team members to discuss the application and evaluate implementation of the Standards benchmarks.

Peer reviewers will be asked to sign an evaluation and debriefing form following the completion of an application review. Peer reviewers will not have access to any application materials upon the completion of each review.

ATTACHMENT C

Confidentiality and Conflicts of Interest

Confidentiality

All application materials distributed and discussed throughout Maryland Nonprofits Standards for Excellence program will be kept confidential by all parties. All application materials used in the review process will be destroyed or returned to Maryland Nonprofits at the conclusion of the review. Reviewers are not to download or save any part of the application once the peer reviewer's role in the application has concluded. No application materials will be copied or disseminated.

The identity of peer reviewers who review a particular application will remain anonymous to the public and to applicant organizations.

Application materials submitted will not be subject to public inspection and will be viewed only by individuals involved in the review process--unless permission is granted by the applicant organization to allow others to view documents.

Only organizations that have successfully completed the application process will be publicly announced, except as noted in the Licensing Agreement.

Document Retention Policy

Documentation submitted for applications will remain accessible by the organization for up to one year after application period. After that time, it will be archived. Archives will be maintained through the license period. Once a renewal application is submitted, the previous application will be destroyed. Application materials for organizations which discontinue or lose their accreditation or recognition will be destroyed after three years. Organizations who submit hard copies of materials will have the option to request the materials be returned to them.

Conflict of Interest

Any actual, potential, or perceived conflict of interest on the part of any reviewer should be disclosed at the time when such a conflict is first known.

Any reviewer who has an actual, potential, or perceived conflict of interest shall not participate in the consideration process for the application of the entity for which the conflict of interest exists.

Applicant organizations will be given a list of potential peer reviewers and will have the opportunity to disclose relationships with potential peer reviewers where conflicts exist.

The full conflict of interest and confidentiality policy, annual disclosure statement and confidentiality agreement, and organization specific disclosure statement and confidentiality agreement is included on the following pages.

Conflict of Interest and Confidentiality Policy for Reviewers

Conflict of Interest

A conflict of interest may exist when the interests or concerns of a reviewer may be seen as competing with the interests or concerns of the Standards for Excellence program or of an organization whose application package is being reviewed. Reviewers shall disclose any possible conflict of interest pertaining to themselves at the time when such a conflict first occurs.

A potential conflict of interest may arise concerning a reviewer if the organization(s) they have been or are currently affiliated with or are employed by are in competition with or otherwise have a conflicting relationship with any organization that has applied for accreditation. Reviewers should act with discretion when reviewing application packages, and should refrain from reviewing or participating in the consideration of applications of organizations that may present an ethical conflict. In the event of a potential conflict of interest between a reviewer and the organization under review (e.g. an affiliation such as acting as an employee, a volunteer or a consultant of the applicant, an affiliate of the applicant or a competitor of the applicant), the reviewer should 1) disclose the potential conflict, 2) decide as an individual if the conflict exists and if she/he should not participate in the review of the application, and 3) if the reviewer does not believe there is a conflict, permit the staff to decide if the conflict exists and if the reviewer should not participate in the review of the application.

Confidentiality

An organization's application package will contain information which is not readily available to the general public and (i) from which the organization derives or may derive economic value or (ii) which contains private or sensitive information about the organization's officers, directors, employees or clients (collectively, Confidential Information). Reviewers should not disclose confidential information nor use this information to benefit themselves or other organizations they are affiliated with.

Annual Disclosure Statement and Confidentiality Agreement

I have carefully read the Conflict of Interest and Confidentiality Policy for reviewers, and in signing this disclosure, I have considered not only the literal expression of the policy, but also its intent. I hereby state that I will disclose, to the best of my knowledge, any conflict of interest that may be seen as interfering with an impartial review of applications for Standards for Excellence.

I will carefully disclose any interests and involvements as requested.

If any situation should arise while reviewing applications which I think may involve me in a conflict of interest as reviewer, I will promptly and fully disclose these circumstances.

I hereby certify that I will not use information relating to Standards for Excellence applications for the personal profit or advantage of myself or any person or entity related to me or in which I, or anyone related to me, has an economic interest. In addition, I will not, for whatever reason, divulge or communicate to anyone any confidential information that I learn during the process except as may be required by law, regulation, or court or administrative order.

Signature

Date

Print Name

Organization Specific Conflict of Interest and Confidentiality Policy for Reviewers

Conflict of Interest

A conflict of interest may exist when the interests or concerns of a peer reviewer may be seen as competing with the interests or concerns of the Standards for Excellence program or of an organization's application package being reviewed. Peer reviewers shall disclose any possible conflict of interest pertaining to themselves at the time when such a conflict first occurs.

A potential conflict of interest may arise concerning a peer reviewer if the organization(s) they have been or are currently affiliated with or are employed by are in competition with or otherwise have a conflicting relationship with any organization which has applied for accreditation-Standards Committee members should act with discretion when reviewing application packages, and should refrain from reviewing or participating in the consideration of applications of organizations that may present an ethical conflict. Peer reviewers should not review applications for organizations with which they have been affiliated in any way in the past or present, including acting as an employee, volunteer, or consultant.

Confidentiality

An organization's application package will contain information which is not readily available to the general public and (i) from which the organization derives or may derive economic value or (ii) which contains private or sensitive information about the organization's officers, directors, employees or clients(collectively, "Confidential Information").

* * * * *

I have carefully read the Conflict of Interest and Confidentiality Policy for peer reviewers of the Maryland Nonprofits Standards for Excellence program, and in signing this disclosure, I have considered not only the literal expression of the policy, but also its intent. I hereby state that I do not, to the best of my knowledge, have any conflict of interest that may be seen as interfering with an impartial review of **ORG NAME** application for Standards for Excellence accreditation.

I have carefully disclosed any interests and involvement in **ORG NAME** as requested in the Peer Reviewers' Disclosure Form.

If any situation should arise while reviewing **ORG NAME** application which I think may involve me in a conflict of interest as a peer reviewer reviewing this application, I will promptly and fully disclose these circumstances.

I hereby certify that I will not use information relating to **ORG NAME** application for the personal profit or advantage of myself or any person or entity related to me or in which I, or anyone related to me, has an economic interest. In addition, I will not, for whatever reason, divulge or communicate to anyone any confidential information which I learn during the accreditation process except as may be required by law, regulation, or court or administrative order.

Signature

Date

Print Name

Organization Disclosure Form

Insert Organization Name Here

Have you been employed by or affiliated with the above named organization? List years of involvement?

Have you been a board member of the above name organization? List years of involvement.

Do you volunteer for or have you volunteered for the above names organization? Please describe volunteer responsibilities/activities.

Please disclose any other potential conflicts which may exist relating to the above names organization (including, but not limited to, conflicts having to do with yourself, your spouse or family members):

Do organizations of which you are involved have any relationship with the above names organization? (funding, partnerships, collaboration, provider of goods or services, etc.) Please describe.

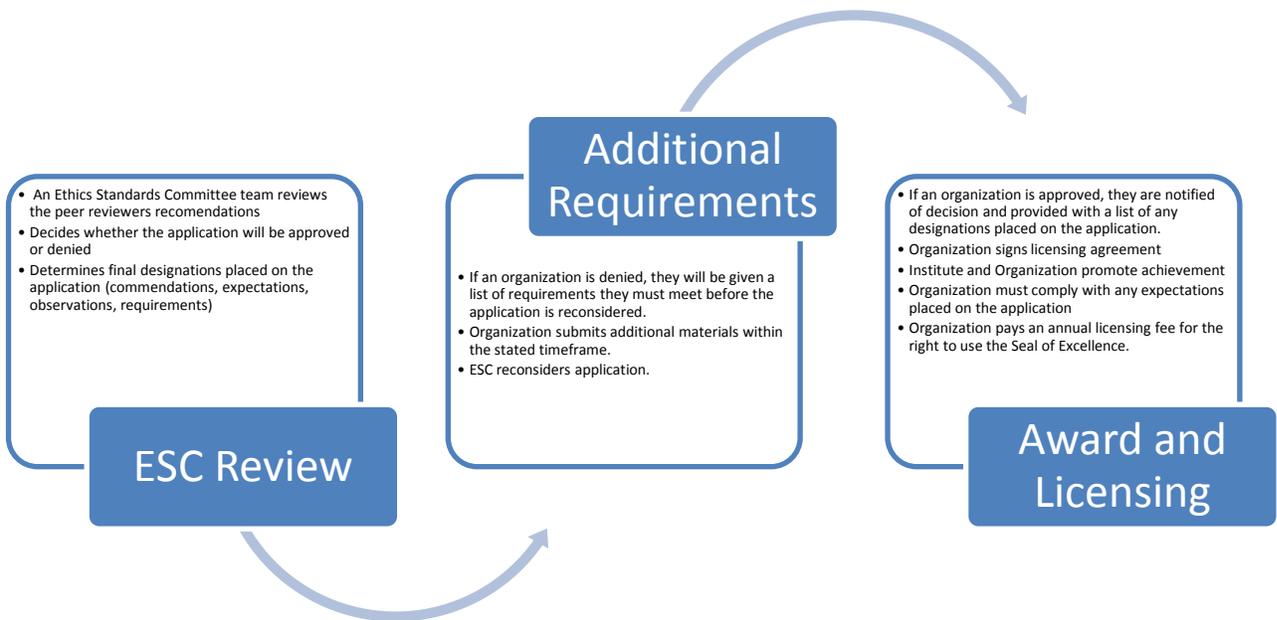
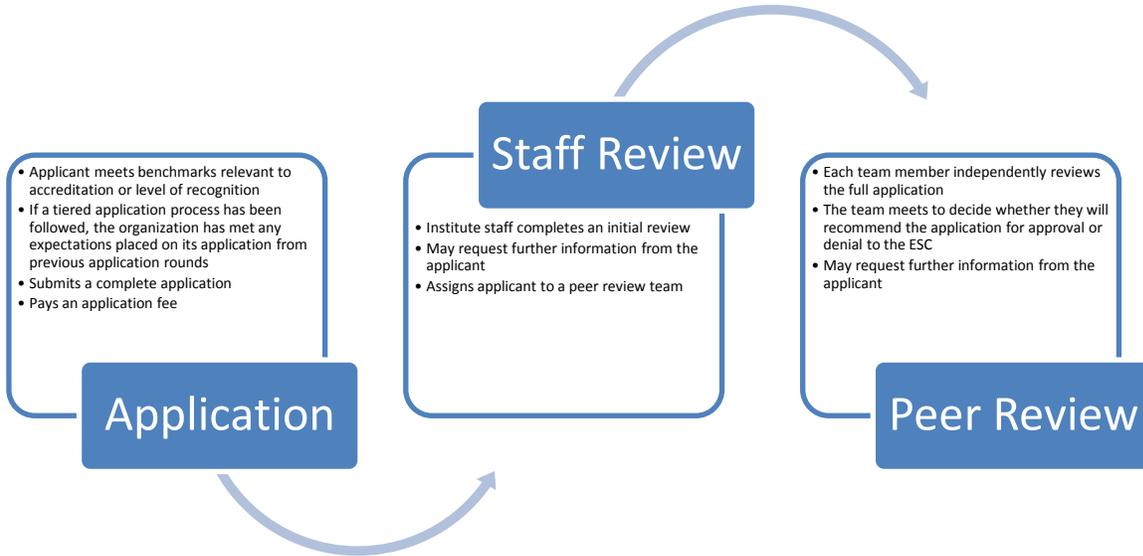
Signature

Date

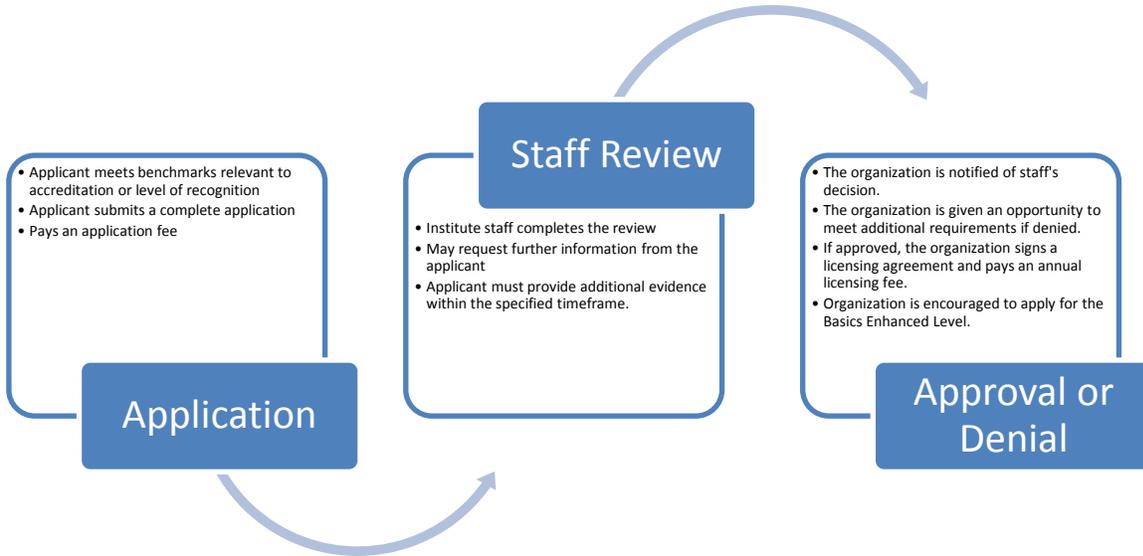
Print Name

**ATTACHMENT D
Review Procedures**

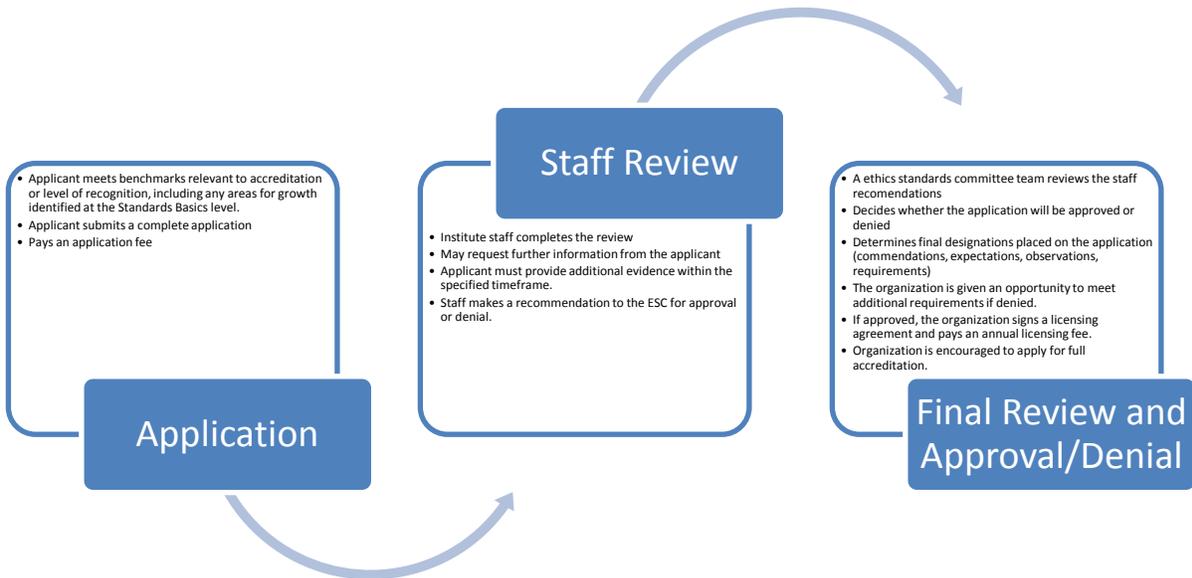
Organizations which apply for full accreditation (Third Tier) follow this procedure:



Organizations which apply for Standards Basic Recognition (First Tier) follow this procedure:



Organizations which apply for the Standards Basic Enhanced Recognition (Second Tier) follow this procedure:



Glossary of Standards for Excellence Terms

Organizations: There are numerous organizations that are part of the Standards for Excellence network.

- *Standards for Excellence Institute:* The Standards for Excellence Institute is a national initiative formed to promote the highest standards of ethics and accountability in nonprofit governance, management and operations, and to facilitate adherence to those standards by all nonprofit organizations. The Institute promotes a system of nonprofit self-regulation originated by the Maryland Nonprofits. Institute is a project of Maryland Nonprofits.
- *Maryland Nonprofits:* State association of nonprofits in Maryland. Also known as Maryland Association of Nonprofit Organizations and “MANO”. Maryland Nonprofits mission is *to strengthen, educate, and engage nonprofit organizations, so they can successfully achieve their missions*. The Standards for Excellence program was formed by Maryland Nonprofits in 1996. The Standards for Excellence Institute is a project of Maryland Nonprofits.
- *Standards Accredited/Certified Organization/Seal holder/Standards for Excellence Organization:* Organization that has submitted an application and has successfully completed all stages of the review process. The organization is licensed to display the Seal of Excellence. A list of all current seal holders is available at www.standardsforexcellenceinstitute.org.
- *Standards Basics or Basics Enhanced Organization:* Nonprofit organization that has undergone the review process as part of the tiered recognition program and successfully completed either the first (basic) level or the second (enhanced) level.
- *Replication Partner:* A partner of the Institute that has gone through a due diligence process and signed a licensing agreement with the Institute to offer the Standards for Excellence program to some defined group of nonprofits (defined by geographic borders or defined by type of nonprofit or both)

Standards for Excellence code (*The Standards for Excellence: An Ethics and Accountability Code for the Nonprofit Sector*): This document, which includes six main topic areas and guiding principles supported by twenty-seven topic areas, is the centerpiece of the Standards for Excellence effort. It provides a consensus model for how the most well managed and responsibly governed organizations conduct themselves. The document is protected under US copyright registration.

Signature Standards for Excellence Educational Training Programs: The Institute offers a number of training programs to help organizations implement the Standards for Excellence benchmarks.

- *Clinic Series:* The most comprehensive of the signature Standards for Excellence programs. This program provides a comprehensive overview of all areas in the Standards for Excellence code. An interactive peer to peer exchange is offered as part of the program and attendees are asked to have two representatives from each organization participate. Attendees are expected to come to each session prepared with homework assignments in hand for the peer to peer exchange. Generally 16 hours of training offered over 4 half day sessions, or two full day programs.
- *Pass to Excellence:* Generally a full day (7 hours) of training, offered in person or in a series of webinars. Similar to the clinic series, but with more streamlined discussion of topics and without the homework and peer to peer exchange component. The program includes several interactive exercises.
- *Standards for Excellence Introduction:* Provides a basic overview of the Standards for Excellence code and resources, generally offered in person or via webinar in one to three hour timeframes.
- *Embracing Best Practices:* Like the Standards for Excellence Introductory course. Focuses on introducing the tenets of the Standards for Excellence code within the best practices framework, gives participants the opportunity to assess their work against the Standards for Excellence code. Generally offered in a time frame in one to three hours in length.
- *Standards for Excellence Implementation Clinic:* This program is a full day program and provides an overview of the Standards for Excellence code. The focus of the session is on creating a work plan to move from understanding the tenets of the Standards for Excellence code to living by each of the Standards in an organization. In some areas, the Implementation course is offered as a kind of refresher for groups that may have enrolled in the Clinic Series or Pass to Excellence in the past.

Accreditation and Recognition Program: This is the program of the Standards for Excellence Institute that allows nonprofit organizations to demonstrate that they live by the tenets and benchmarks of the Standards for Excellence code. Nonprofits in Maryland, Ohio and Pennsylvania submit applications to their state association of nonprofits. All other interested organizations submit applications to the Standards for Excellence Institute. Each application undergoes a three step review process including: a staff review, a review by volunteer peer reviewers, and final review by the Ethics Standards Committee.

- *Individuals involved in the Program:* Each stage of the review involves talented and committed individuals who work on the application review process. All individuals involved in this program sign and regularly update a conflict of interest and

confidentiality forms. Applicants do not learn the identity of peer reviewers or Ethics Standards Committee members involved in their application review.

- **Staff Reviewers:** complete the initial comprehensive review of applications
 - **Peer Reviewer:** independently read applications then meet with other members of their peer review team. The team makes a recommendation regarding the application designations and approval of the organization
 - **Ethics Standards Committee:** this committee of volunteers reviews the findings and recommendations of the staff and peer reviewers and renders a final decision of each application
-
- *Accreditation and Recognition Program Designations:* As part of the review process various portions of applications may be designated because they are particularly excellent, or because changes should or must be made in order to earn the Seal of Excellence. The reviewers issue the following designations:
 - **Commendations:** an item of excellence, serves as a model for others
 - **Expectation:** an area where the application is fine for the time being, but where changes are expected within a specified time or by the time the organization undergoes the renewal
 - **Observation:** an area where reviewers would like to offer suggestions to help strengthen the organization. Observations generally are to be helpful and “for the good of the organization.” Observations generally fall beyond the requirements of the Standards for Excellence® code
 - **Requirement:** an area where a change must be made in order for the organization to qualify to meet the Standards for Excellence code

Tools Involved in the Accreditation Program: These are forms utilized in the application process.

- *Application Checklist:* Application that is completed and submitted by any organization that wishes to earn the Seal of Excellence. There are separate and distinct applications for the tiered recognition program.
- *Self-Assessment:* A short listing of all topics addressed in the Standards for Excellence code created so that organizations can review how much of the Standards for Excellence code they currently implement and how much can be implemented in the future.
- *Recertification or Renewal Application:* Application that is completed and submitted by a current Standards for Excellence Seal holder in order to retain the Seal at the conclusion of its licensing period.

- *Application Evaluation Tool*: Staff and peer reviewers utilize this tool as a checklist during their review of the application.

Tiered Recognition: this multi-stage process creates three levels of recognition for Standards for Excellence implementation:

- *Standards Basics*
- *Standards Basics Enhanced*
- *Standards Accredited*

Standards for Excellence Version 2.0: The updated, Second Edition of the Standards for Excellence code published in 2014. A taskforce of leading nonprofit experts over more than a year's deliberations and includes a modified framework (six main topic areas, rather than eight main topic areas) with some new and clarified topics introduced.

Educational Resource Packets/Ed Packets: 24 instructional and customizable resource packets developed by the Standards for Excellence Institute to help nonprofit organizations in their efforts to implement the practices and principles of the Standards for Excellence code.

Educational Bulletins: instructional and customizable resource packets developed by the Standards for Excellence Institute to address new topics in the Standards for Excellence code as it is updated.

Standards for Excellence Licensed Consultant: The Standards for Excellence Institute's national network of qualified consultants licensed to provide training, consulting, and support on the *Standards for Excellence: An Ethics and Accountability Code for the Nonprofit Sector*. The Licensed Consultant Training is an exclusive, professional development initiative that gives independent consultants the knowledge, skills, and tools necessary to work with nonprofit organizations across the country interested in learning about, conducting self assessments, implementing change, and becoming accredited in the Standards for Excellence program.

ATTACHMENT F
Licensing Agreement – Accredited Organizations

LICENSING AGREEMENT

THIS LICENSING AGREEMENT is entered into on this **DAY** of **MONTH**, Two Thousand and **YEAR**, by and between the **Maryland Association of Nonprofit Organizations dba the Standards for Excellence Institute®** located at **1500 Union Avenue, Suite 2500, Baltimore, MD 21211** (“Maryland Nonprofits,” hereinafter “Licensor”) and **XXXXXXXX**, a nonprofit organization located at **XXXXXXXX** (hereinafter “Licensee”).

WITNESSETH:

WHEREAS, The *Standards for Excellence®: An Ethics Accountability Code for the Nonprofit Sector* is a code of accreditation standards and procedures relating to the governance of a nonprofit organization in its capacity to serve its clients, the nonprofit sector, the public, and government (hereinafter the “Standards for Excellence®”, or “Standards”); and

WHEREAS, The Standards for Excellence® accreditation and recognition program (herein the “Program”), improves the quality of governance and management, strengthens accountability, and promotes ethical conduct through education and peer review of nonprofit organizations’ governance, management and ethical standards; and

WHEREAS, The Maryland Association for Nonprofit Organizations, Inc., **1500 Union Avenue, Baltimore, MD 21211** (“Maryland Nonprofits”) developed and is sole owner of the Standards, the Program, the accreditation logo, certificate and other materials used or adopted in connection with the Program; and

WHEREAS, Licensor administers the Program through its appointed Standards Committee and peer reviewers to accredit nonprofit organizations that voluntarily participate in the Program and meet the required Standards for Excellence® benchmarks; and

WHEREAS, based on the recommendations made by the peer reviewers and the relevant documentation, and acknowledge the governance, management and ethical standards of **XXXXXXXX**, as well as the implementation and administration thereof, as meeting the Program’s published Standards for Excellence®, Licensee has successfully completed the Program and Licensor wishes to acknowledge that Licensee meets the Standards for Excellence®; and

WHEREAS, Licensee wishes to publicly display the certificate attesting to Licensee’s compliance with the Standards, use the accreditation logo, and announce Licensee’s compliance with the Standards for Excellence® in accordance with Program procedures and standards.

Now, **THEREFORE**, for valuable consideration, the sufficiency of which is hereby acknowledged, it is agreed by and between Licensor and Licensee as follows:

1. ACCREDITATION

Licensee is hereby accredited as meeting the Standards for Excellence® (attached as **Exhibit A**, as amended from time to time and incorporated within this Agreement as is fully set forth herein) and is provided with a written certificate attesting to Licensee's accreditation under the Program, and voluntary attainment and compliance with the Standards for Excellence® (hereinafter the "Certificate"). The Licensee's accreditation is based upon the materials provided by the Licensee. It is the responsibility of the Licensee to provide the Licensor with the appropriate and relevant documents and that Licensee has complied with all Standards, laws, and regulations, both federal and state. Licensor's responsibility is to express an opinion regarding accreditation based on these documents. Licensee agrees to abide by all procedures and rules regarding the formulation of standards, the reporting of information, handling complaints, investigations, display of the Certificate, use of the Accreditation Logo and Accreditation Language, rejection of the application or withdrawal of accreditation by the Standards Committee and other matters to which this Agreement refers, as set forth in the *Standards for Excellence Accreditation and Recognition Procedures Manual* document attached to this Agreement as **Exhibit B**, as amended from time to time and incorporated within this Agreement as if fully set forth herein (the "Procedure Manual").

Licensor reserves the right in its sole discretion to modify, expand or delete any aspect of the *Procedures Manual* and the Standards for Excellence® or to terminate those programs. Any modifications and amendments hereto made by Licensor shall automatically become part of this Agreement. Licensee acknowledges and agrees that changes in the *Procedures Manual* or Standards for Excellence® may require renewal of Licensee. All matters regarding interpretation of the Standards for Excellence®, the *Procedures Manual*, and any other matters relating to accreditation or revocation of the license are within the sole discretion of the Standards Committee.

2. LICENSE, OWNERSHIP AND USE OF PROPERTY ASSOCIATED WITH ACCREDITATION

(a) **License.** Subject to the terms of this Agreement, Licensor hereby grants to Licensee and Licensee hereby accepts:

(i) the non-exclusive right to reproduce, distribute and display the Certificate during the Term of this Agreement in connection with announcing and demonstrating Licensee's accreditation in accordance with the *Procedures Manual*, the Program and the Standards. Licensee agrees that whenever the Certificate is referred to or used, or reference is made to Licensee's Program accreditation, certain language announcing Licensee's accreditation (the "Accreditation Language") shall be printed in full without alteration of any kind;

The Accreditation Language is as follows:

- "Accredited by the Standards for Excellence®"
- "Awarded the Standards for Excellence® Seal"

- “Approved under Standards for Excellence®”
- “Standards for Excellence ® Accredited”

Licensee acknowledges and agrees that the foregoing rights transferred in this subparagraph 2(a)(i) are non-transferable and may not be sublicensed.

(ii) the non-exclusive right, license and privilege to utilize the accreditation logo (the “Logo”) in such form and manner depicted in the style sheet attached as **Exhibit C** of this Agreement for the Term of this Agreement, solely in connection with Licensee’s compliance with the Standards and the Program as approved by Licensor. The Logo is an accreditation trademark and may not be used or applied by Licensee to any products or services of Licensee as the brand for such products or services. In addition, when using the Logo, Licensee shall:

- Not alter any element of the Logo in any manner, including size, font, proportions, elements, etc., or animate, morph or otherwise distort its perspective or two dimensional appearance;
- Not use the Logo in any way that disparages Licensor, its services, the Program, the Standards or violates any state, federal, or international law;
- Not use the Logo as a feature or design element of any other Logo;
- Make sure that Licensee’s organizational name and other service marks appear more prominently than the Logo;
- Only display the Logo with a minimum spacing of ¼ inch between each side of the Logo and any other graphic or textual elements.

(b) **Ownership.** Licensee acknowledges and agrees that the Accreditation Language, the Certificate and all marks used in connection with the Program, the Standards for Excellence® and the *Procedures Manual*, including but not limited to the Logo, and such other distinctive marks, (collectively, the “Property”) are and shall remain the exclusive property of the Licensor and shall only be used as provided herein. Licensee acknowledges and agrees that the Licensor’s trade names, trademarks and trade dress are and shall remain the exclusive property of the Licensor and shall only be used as provided herein. Licensee agrees not to challenge or dispute the title or any rights of the Licensor in and to the Property, or attack the validity of this License. Licensee agrees to cooperate fully and in good faith with the Licensor for the purpose of securing and preserving the Licensor’s rights in and to the Property. All goodwill associated with the Property used by the Licensee shall inure to the Licensor’s benefit.

(c) **Approved Use.** Licensee shall provide Licensor with copies of all uses of the Logo, Accreditation Language, or other distribution of the same. Licensor shall have the right to notify Licensee of any material used or issued by Licensee that Licensor considers to be misleading to the

public or otherwise damaging to the integrity of the Program through its reference to Licensor or to Licensee's accreditation. Licensee agrees, that upon receipt of notice from Licensor to terminate use of such materials and take such other steps as Licensor may deem appropriate in the public interest, that Licensee will comply with all such requests. Licensee agrees that it will not knowingly make or authorize any use, direct or indirect, of the Property for any unauthorized purpose. If Licensee wants to use the Property in a way not previously described, Licensee must obtain Licensor's prior written approval.

3. LICENSEE'S GOOD FAITH COMPLIANCE

Licensee shall use all practical means at its disposal continuously to assure that the organization fully complies with the Program and Standards at all times.

4. LICENSEE NONCOMPLIANCE

Procedures for noncompliance investigation and revocation shall be as set forth in the *Procedures Manual* and this Agreement.

Licensee has an affirmative responsibility to notify Licensor of any changes in its organization which may render it in noncompliance with the Program. If a claim of noncompliance with the Program, *Procedures Manual*, or Standards is filed against Licensee, or if other information or circumstances come to the attention of the Licensor which warrants investigation, whether through the Licensee or an outside source, Licensor has a right to conduct an investigation of the alleged noncompliance. Licensee agrees that it will comply with any requests of the Standards Committee or its designee for relevant information regarding such noncompliance by the date designated by the Standards Committee. In the event that Licensor initiates a compliance investigation, Licensor may publicly announce that it is doing so. Licensee and Licensor agree to bear all of their own costs related to any such investigation.

In the event that the Licensee is found to be in noncompliance with this Agreement, the Licensor shall provide written notice of noncompliance to Licensee and decision of the Standards Committee. The Standards Committee, at its sole discretion, may: (1) grant the Licensee a grace period to take corrective action to the satisfaction of the Standards Committee; (2) revoke the Licensee, subject to appeal to the Appeals Panel; (3) immediately revoke this Agreement; or (4) require such other action of the Licensee that the Standards Committee deems appropriate.

5. REVOCATION

In the event that the Standards Committee revokes the Licensee, Licensee shall have ten days from the date of the written notice of termination of this Agreement to appeal the revocation to the Standards Appeals Panel. The Appeals Panel shall review the findings of the Standards Committee. Except in cases of immediate revocation, appeal will stay termination and revocation pending final decision by the Standards Committee. All decisions of the Appeals Panel shall be binding and final.

Upon revocation of Licensee, Licensors may make a public announcement to that effect. Licensee shall not display the Certificate, use the Accreditation Language, or Logo. Licensee shall deliver all copies of any material using the Logo, Certificate, or Accreditation Language to the Licensors, or, at the request of the Licensors, destroy all such material as directed by the Licensors and certify to the Licensors that such destruction has taken place.

All matters relating to accreditation or revocation are within the sole discretion of the Standards Committee, subject to appeal to the Appeals Panel, as described in the *Procedures Manual*. All decisions of the Appeals Panel shall be binding and final.

6. IMMEDIATE REVOCATION

In the event of extraordinary circumstances, as determined by the Standards Committee, this Agreement may be revoked immediately. Extraordinary circumstances include, but are not limited to, failure to submit necessary supporting information, failure to comply with the Program and Standards, or use of the Certificate, Accreditation Language, or Logo in contravention of this Agreement. In the event of immediate revocation of Licensee, Licensors will issue a public announcement to this effect.

Licensee will then immediately discontinue public representation of accreditation under the Program until such time, if any, when the Standards Committee again approves Licensee for accreditation. Licensee may appeal the decision ordering immediate revocation, however such appeal will not stay termination and revocation of this Agreement.

7. INDEMNIFICATION AND HOLD HARMLESS

Licensee agrees to indemnify and hold harmless the Licensors, the Standards Committee, the Peer Reviewers and any of its directors, officers, members, employees, volunteers and agents from and against any and all liability, loss, damages, costs or expenses, including reasonable attorney's fees, which they may incur, suffer, or be required to pay by reason of, or in consequence of, Licensee's actions or omissions of any type, whether negligent, innocent, or willful, including any fines and penalties ordered to be paid by any governmental agency, or breach of this Agreement or any acts or omissions of Licensors, the Standards Committee, or Peer Reviewers in respect to the right granted hereunder to obtain and to represent accreditation status or to display formal accreditation certificates, or that may be sustained or incurred in making any investigation on account of any claim, loss, cost, damage, or expense, or in defending or prosecuting any action, suit, or other proceeding that may be brought in connection therewith, or in enforcing any of the obligations herein contained, or in obtaining a release from liability in connections therewith.

8. DURATION AND TERMINATION OF AGREEMENT

This Agreement shall be effective as of the date first written above and continue in force until **XXXXXXX**. Notwithstanding the foregoing sentence, Licensee agrees that Licensors may, on ten days written notice to Licensee, terminate this Agreement for any of the causes set forth in this Agreement, including but not limited to revocation of Licensee, Licensee's failure to follow the Program

requirements, Licensee's misuse of the Logo, Certificate or Accreditation Language, the commencement of any governmental investigation of Licensee, and any breach of this Agreement by Licensee. This Agreement may be renewed for additional five (5) year period contingent upon Licensee's successful compliance with the reaccreditation process.

9. PAYMENT

The Licensee shall pay an annual participation fee to the Licensor during the Term. The official fee schedule is published on the Licensor's website.

10. GOVERNING LAW

The interpretation of this Agreement and the parties' performance thereunder shall be governed by the laws of the state of Maryland.

11. WAIVER

Waiver by either party of any term or condition of this Agreement or any breach thereof shall not constitute a waiver of any other term or condition or other breach.

12. NON-ASSIGNABILITY

Licensee may not assign, transfer, or otherwise dispose of this Agreement to any other person, firm, organization, corporation, governmental body or any other entity. If Licensee undergoes any significant corporate change, including but not limited to a merger, takeover of governance through a management company or agreement, or an alliance or partnership with another nonprofit that effects management and/or control of the Licensee, the license granted through this Agreement becomes null and void immediately upon the change in corporate structure.

13. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

14. RELATIONSHIP OF PARTIES

Nothing in this Agreement shall be deemed to constitute a joint venture, partnership, employment or other legal relationship other than that of Licensee and Licensor. Licensee agrees that

it does not have any right to make any representations or warranties on behalf of Licensor or to bind Licensor to any agreement or obligation to a third party.

15. AMENDMENT

Except as otherwise expressly provided in this Agreement, the provisions of this Agreement may be modified at any time by agreement of the parties. Any such agreement shall be ineffective to modify this Agreement unless it is in writing and signed by the parties against whom enforcement of the modification or discharge is sought.

16. ENTIRE AGREEMENT

This Agreement, together with the Exhibits, as they may be amended by the Licensor and which are incorporated herein, constitute the entire Agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements, arrangements, and communication between the parties concerning such subject matter, whether oral or written.

17. NO WARRANTIES; DISCLAIMERS OF LIABILITY

LICENSEE ACKNOWLEDGES AND AGREES THAT LICENSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROGRAM, THE STANDARDS FOR EXCELLENCE®, THE LOGO, THE ACCREDITATION PROCEDURES OR ANY OTHER MATTER UNDER THIS AGREEMENT. LICENSEE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. LICENSOR FURTHER DISCLAIMS ANY AND ALL LIABILITY TO LICENSEE UNDER THIS AGREEMENT IN EXCESS OF THE PROGRAM FEES PAID BY LICENSEE, AND ALL CONSEQUENTIAL, INDIRECT, AND INCIDENTAL DAMAGES HEREUNDER.

In **WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed and delivered as the date and year state in the first paragraph of this agreement. The undersigned individuals represent and warrant that they are expressly and duly authorized by their respective entities or agencies to execute this Agreement and to legally bind their respective entities or agencies as set forth in this Agreement.

LICENSEE (XXXXXXX)

Executive Director (please print name)

(Signature)

LICENSEE (XXXXXXX)

President of the Board (please print name)

(Signature)

LICENSOR (**Maryland Association of Nonprofit Organizations dba Standards for Excellence Institute®**)

M. Gregory Cantori, Chief Executive Officer

(Signature)

ATTACHMENT F
Agreement – Standards Basics Level

AGREEMENT

I understand that my organization has been recognized as achieving Standards Basics Recognition as part of the Standards for Excellence program and that I may publicize this fact to staff, volunteers, donors and other stakeholders stating that the organization has been recognized.

Participation in this tier does not offer use or license of the Seal of Excellence seal or logo for use in our publicity materials. I understand that we may not state that our organization has been “certified” or “accredited by Maryland Nonprofits or the Standards for Excellence Institute and that the correct language to use is:

“ORG NAME has been recognized by Maryland Nonprofits and the Standards for Excellence Institute as having met all the requirements for the Standards Basics Recognition.”

My organization shall use all practical means at its disposal continuously to assure that the organization fully complies with the requirements of *Standards Basics Recognition* at all times. I also understand that as a participant in the tiered recognition process, I may be subject to periodic inquiries regarding my continued adherence to nonprofit management and governance practices and principles outlined in this tier.

If the organization fails to uphold the requirements of *Standards Basics Recognition*, my organization may be removed from good standing in this program.

I understand that my organization will be required to remit an annual fee in order to remain in good standing in this program according to the fee schedule published by the Standards for Excellence Institute.

STANDARDS BASICS AWARDEE (ORG NAME)

Executive Director (please print name)

(Signature)

Board President (please print name)

(Signature)

ATTACHMENT F
Agreement – Standards Basics Enhanced Level

AGREEMENT

I understand that my organization has been recognized as achieving the **Standards Basics Enhanced Recognition** as part of the Standards for Excellence program and that I may publicize this fact to staff, volunteers, donors and other stakeholders stating that the organization has been recognized.

Participation in this tier does not offer use or license of the Seal of Excellence seal or logo for use in our publicity materials. I understand that we may not state that our organization has been “certified” or “accredited” by Maryland Nonprofits or the Standards for Excellence Institute and that the correct language to use is:

“ORG NAME has been recognized by Maryland Nonprofits and the Standards for Excellence Institute as having met all the requirements for the Standards for Excellence® Basics Enhanced Recognition.”

My organization shall use all practical means at its disposal continuously to assure that the organization fully complies with the requirements of *Basics Enhanced Recognition* at all times. I also understand that as a participant in the tiered recognition process, I may be subject to periodic inquiries regarding my continued adherence to nonprofit management and governance practices and principles outlined in this tier.

If the organization fails to uphold the requirements of *Basics Enhanced Recognition*, my organization may be removed from good standing in this program.

I understand that my organization will be required to remit an annual fee in order to remain in good standing in this program according to the fee schedule published by the Standards for Excellence Institute.

STANDARDS BASICS ENHANCED AWARDEE (ORG NAME)

Executive Director (please print name)

(Signature)

Board President (please print name)

(Signature)

ATTACHMENT G

Noncompliance

Standards staff will inform Committee of charges of noncompliance.

The Committee or its designee will provide written notification to the organization that it is conducting an investigation of noncompliance by an accredited organization and request all relevant information in order to complete the investigation. Standards for Excellence may publicly announce that it has initiated a compliance investigation.

The accredited or recognized organization is required to comply with any requests of the Committee or its designee for relevant information regarding such noncompliance by the date designated by the Committee.

In the event of extraordinary circumstances, as determined by the Committee, the accredited or recognized organization may have its status revoked. Extraordinary circumstances include, but are not limited to, failure to submit necessary supporting information; failure to comply with the Program and Standards; or use of the Certificate, Accreditation or Recognition Language, or Logo in contravention of the licensing agreement.

The accredited or recognized organization may appeal the decision ordering immediate revocation, however such appeal will not stay termination and revocation of the Licensing Agreement. In the event of immediate revocation of an accredited or recognized organization, Standards for Excellence may issue a public announcement to this effect.

In the event that the Committee finds the accredited or recognized organization is not in compliance, Standards for Excellence shall provide written notice of noncompliance to the organization. The Committee, at its sole discretion, may: (a) grant the organization a grace period to take corrective action to the satisfaction of the Committee; (b) revoke the organization's status, subject to appeal to the Appeals Panel (described below); (c) immediately revoke the Licensing Agreement; or (d) require such other action of the organization that the Committee deems appropriate.

In the event that the Standards Committee revokes the organization's status, the organization shall have ten days from the date of the written notice of termination of the Licensing Agreement to appeal the revocation to the Standards Appeals Panel.

The Appeals Panel shall review the findings of the Committee. Except in cases of immediate revocation, appeal will stay termination and revocation pending final decision by the Appeals Panel.

All decisions of the Appeals Panel shall be binding and final.

The organization and the Institute will then immediately discontinue public representation of the organization's accreditation or recognition under the Standards Program. The organization shall not display the Certificate, use the Accreditation or Recognition Language, or Logo. The organization shall deliver all copies of any material using the Logo, Certificate, or Certification Language to the Institute, or, at the request of the Institute, destroy all such material as directed and certify to the Institute that such destruction has taken place.

Appeals Panel

Any organization which is denied accreditation or recognition and desires to appeal the decision, must request reconsideration in writing describing in detail the reason for the appeal within 90 days of the decision. After receipt of a completed appeal, an Appeals Panel will be convened to discuss the appeal. If deemed necessary by the Appeals Panel, a representative of the applicant organization may be asked to answer questions posed by the Appeals Panel.

The Appeals Panel will be composed of the Executive Director of Maryland Nonprofits, the Chair of the Ethics Standards Committee, and a peer reviewer jointly selected by the Executive Director and the Chair of the Ethics Standards Committee. If either the Executive Director or the Chair of the Ethics Standards Committee cannot serve because of a conflict of interest, another member of Committee (selected by the Executive Director and the Chair of the Committee) will serve in their place.

Appeals Panel members will be asked to serve on an ad hoc basis.

Institute staff will provide staff support to members of the Appeals Panel.

The Appeals Panel will be administratively independent of the board of directors of Maryland Nonprofits such that the board cannot overturn decisions of the Appeals Panel. The Ethics Standards Committee cannot overturn decisions of the Appeals Panel.

Appeals Panel members are required to sign and adhere to the Maryland Nonprofits Standards for Excellence Conflict of Interest and Confidentiality Policy annually.