



CONFIDENTIALITY and CONFLICT OF INTEREST AGREEMENT *(For IEC Members/Independent Consultants)*

In view of the selection of Dr. _____ as a member/consultant of the De La Salle Medical and Health Sciences Institute-Independent Ethics Committee (DLSMHSI-IEC), and hereinafter referred to as the **Undersigned**, and

Whereas:

the **Undersigned** has been asked to assess research studies and protocols involving human subjects in order to ensure that the same are conducted in a humane and ethical manner, with the highest standards of care according to the applied national and local laws and regulations, institutional policies and guidelines;

the selection of the Undersigned as a member/ consultant of the DLSMHSI-IEC is based on individual merits and not as an advocate or representative of a home province/ territory/ community nor as the delegate of any organization or private interest;

the fundamental duty of an DLSMHSI-IEC member/ consultant is to independently review both scientific and ethical aspects of research protocols involving human subjects and make a determination and the best possible objective recommendations, based on the merits thereof under review; and

the DLSMHSI-IEC must meet the highest ethical standards in order to merit the trust and confidence of the communities in the protection of the rights and well-being of human subjects;

The following terms and conditions covering **Confidentiality and Conflict of Interest** arising in the discharge of the DLSMHSI-IEC member/ consultant's functions are hereby stipulated in this Agreement for purposes of ensuring the same high standards of ethical behavior necessary for the Independent Ethics Committee (IEC) to carry out its mandate.

Confidentiality

This Agreement encompasses any information deemed Confidential, Privileged, or Proprietary provided to and/or otherwise received by the **Undersigned** in conjunction with and/or in the course of the performance of his/her duties as a member/ consultant of the DLSMHSI-IEC.

Any written information provided to the **Undersigned** that is of a Confidential, Privileged, or Proprietary in nature shall be identified accordingly. Written Confidential information provided for review shall not be copied or retained. All Confidential information (and any copies and notes thereof) shall remain the sole property of the DLSMHSI-IEC.



As such, the **Undersigned** agrees to hold in trust and in confidence all Confidential, Privileged or Proprietary information, including trade secrets and other intellectual property rights (hereinafter collectively referred to as the “Confidential Information”). Moreover, the Undersigned agrees that the information shall be used only for contemplated purposes and none other. Neither shall the said information be disclosed to any third party.

The **Undersigned** further agrees not to disclose or utilize, directly or indirectly, any information belonging to a third party, in fulfilling this agreement. Furthermore, the Undersigned confirms that his/her performance under this Agreement is consistent with De La Salle Health Sciences Institute-Independent Ethics Committee (DLSMHSI-IEC) policies and any contractual obligations owed to third parties.

Conflict of Interest

It is recognized that the potential for conflict of interest will always exist; however, there is concomitant faith in the ability of the DLSMHSI-IEC to manage these conflict issues, if any, in such a way that the ultimate outcome of the protection of human subjects remains.

It is the policy of the DLSMHSI-IEC that no member/ consultant may participate in the review, comment or approval of any activity in which he/she has a conflict of interest except to provide information as requested by the DLSMHSI-IEC.

The **Undersigned** will immediately disclose to the Chair of the De La Salle Health Sciences Institute-Independent Ethics Committee (DLSMHSI-IEC) any actual or potential conflict of interest that he/she may have in relation to any particular proposal submitted for review by the DLSMHSI-IEC, and to abstain from any participation in discussions or recommendations in respect of such proposals.

If an applicant submitting a protocol believes that a DLSMHSI-IEC member/consultant has a potential conflict, the investigator may request that the member/ consultant be excluded from the review of the protocol.

The request must be in writing and addressed to the Chair of DLSMHSI-IEC. The request must contain evidence that substantiates the claim that a conflict exists with the DLSMHSI-IEC member/ consultant in question. The DLSMHSI-IEC elects to investigate the applicant's claim of the potential conflict.

When DLSMHSI-IEC member/consultant has a conflict of interest, the DLSMHSI-IEC member/ consultant should notify the Chair and may not participate except to provide information requested by the Board.

Examples of conflict of interest cases may include, but is not limited to, any of the following:
A member/ consultant is involved in a potentially competing research program.
Access to funding or intellectual information may provide an unfair competitive advantage.
A member/consultant's personal biases may interfere with his/her impartial judgment.



De La Salle Medical and Health Sciences Institute
Dasmariñas, Cavite 4114

INDEPENDENT ETHICS COMMITTEE

Cavite (046) 481-8000/ Manila (02) 988-3100 Local 8042

DLSMHSI-IEC Form 1B/V1/2012
Standard Operating Procedures
Effective Date: October 2012

Agreement on Confidentiality and Conflict of Interest

[*To the Undersigned:* Please sign and date this Agreement, if you agree with the terms and conditions set forth above. The original (signed and dated Agreement) will be kept on file in the custody of the DLSMHSI- IEC. A copy will be given to you for your records.]

In the course of my activities as a member/ consultant of the DLSMHSI-IEC, I will be provided with confidential information and documentation (which we will refer to as the "Confidential Information"). I agree to take reasonable measures to protect the Confidential Information, subject to applicable legislation, not to disclose the Confidential Information to any person; not to use the Confidential Information for any purpose outside the DLSMHSI- IEC's mandate, and in particular, in a manner which would result in a benefit to myself or any third party; and to immediately return all Confidential Information (including any minutes or notes I have made as part of my Board duties) to the Chair upon termination of my functions as an DLSMHSI-IEC member/ consultant.

Whenever I have a conflict of interest, I shall immediately inform the Chair in writing not to count me toward a quorum for voting.

I have read and accept the aforementioned terms and conditions as explained in this Agreement.

Title/Name

Date

Chairman, DLSMHSI- Independent Ethics Committee

Date