



CONFIDENTIALITY AND CONFLICT OF INTEREST AGREEMENT

Know all Persons by these Presents:

In view of the appointment of _____, as a member of the University of the Philippines Diliman Research Ethics Board (UPD REB), who is hereinafter referred to as the *Undersigned*, and whereas:

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

the appointment of the *Undersigned* as a member of UPD REB is based on individual merits and not as an advocate or representative of a home province/territory/community nor as a delegate of any organization or private interest;

the fundamental duty of a UPD REB member is to independently review both scientific and ethical aspects of research protocols involving human participants and make a determination and the best possible objective recommendations, based on the merits thereof under review; and

the UPD REB must meet the highest ethical standards in order to merit the trust and confidence of the communities in the protection of the rights, welfare, and well-being of human participants;

The following terms and conditions covering **Confidentiality and Conflict of Interest** arising in the discharge of said appointed UPD REB member's functions, are hereby stipulated in this Agreement for purposes of ensuring the same high standards of ethical behavior necessary for the UPD REB to carry out its mandate.

Confidentiality

This Agreement thus 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 their duties as a member of the UPD REB.

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 UPD REB.

For the purposes of this Agreement, "Confidential, Privileged, or Proprietary Information" refers to any and all information, including but not limited to, research findings, data, methodologies, and analyses obtained by the *Undersigned* from or disclosed to him or her by any person including the UPD REB, whether orally, in writing, or by any other means, which is not generally known to the public.



As such, the *Undersigned* agrees to hold in confidence all Confidential, Privileged, or Proprietary information, including trade secrets and other intellectual property rights. Moreover, the *Undersigned* agrees that the information shall be used only for approved intended 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. Furthermore, the *Undersigned* confirms that their performance of this agreement is consistent with UPD 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 UPD REB to prevent or manage these conflict of interest issues, if any, in such a way that the ultimate outcome of the protection of human participants in the conduct of research remains.

It is the policy of the UPD REB that no member may participate in the review, comment, or approval of any activity in which they have a conflict of interest except to provide information as requested by the UPD REB.

For purposes of this Agreement, "Conflict of Interest" is a set of circumstances in which a professional judgment or action regarding a primary interest (e.g., independent review of a research proposal) may be at risk of being unduly influenced by a secondary interest (e.g., financial or non-financial gain).

Examples of cases, where the *Undersigned* is deemed to have a conflict of interest, include but are not limited to:

- i. When he or she has an interest that conflicts with the ability to objectively review a research proposal or activity;
- ii. When he or she is a member of a research team;
- iii. When he or she has a financial interest in the research with value that cannot be readily determined, or has received or will receive compensation with value that may be affected by the outcome of the research;
- iv. When he or she has a proprietary interest in the research (e.g., patent, trademark, copyright, or licensing agreement);
- v. When he or she has an immediate family member who is involved in the design, conduct, or reporting of the research activity under review.

The *Undersigned* will immediately disclose to the UPD REB Chair any actual or potential conflict of interest that they may have in relation to any particular proposal submitted for review by the UPD REB and abstain from any participation in discussions or recommendations in respect of such proposals.



If an applicant submitting a protocol believes that a UPD REB member has a potential conflict, the researcher may request that the member be excluded from the review of the protocol.

The request must be in writing and addressed to the Panel Chair. The request must contain evidence that substantiates the claim that a conflict exists with the UPD REB member(s) in question. The UPD REB may elect to investigate the applicant's claim of the potential conflict.

When a member has a conflict of interest, the member should notify the Panel Chair and may not participate in the UPD REB review or approval except to provide information requested by the UPD REB.

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 UPD REB. A copy will be given to you for your records.]

In the course of my activities as a member of the UPD REB, I will be provided with confidential, privileged, and proprietary information. I agree to take reasonable measures to protect their confidentiality, subject to applicable legislation, not to disclose these information to any person; not to use them for any purpose outside the UPD REB's mandate, and in particular, in a manner which would result in a benefit to myself or any third party; and to return all these information (including any minutes or notes I have made as part of my UPD REB duties) to the UPD REB Chair upon termination of my functions as a UPD REB member.

Whenever I have a conflict of interest, I shall immediately inform the UPD REB Chair about it, and when needed, I shall recuse myself from participating and voting in the review of the research proposal or activity where I have a conflict of interest.

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

NAME OF APPOINTEE

Date: dd/mm/yyyy

Noted:

<Title, Name, Surname> and Signature

Chair, UP Diliman Research Ethics Board

Date: dd/mm/yyyy