

# CONFIDENTIALITY AND CONFLICT OF INTEREST AGREEMENT

## IACUC MEMBER VERSION

### I. SCOPE

In recognition of the fact (**name**), (**state department or company**), hereinafter referred to as the "Undersigned," as a member of the UH Institutional Animal Care and Use Committee (IACUC), has been asked and appointed to assess the humane use of vertebrate animals in research and teaching/training conducted at the University of Hawaii, hereafter referred to as the "UH", and ensures that the use of vertebrate animals for research and teaching/training is conducted in a humane, ethical manner, with the highest standard of care according to applied Federal, State, local regulations, and institutional policies and guidelines. To adequately evaluate the humane and ethical use of vertebrate animals in University research and teaching/training programs requires a free and open exchange of information. It is understood; therefore, that the Undersigned may be exposed, either verbally, visually, or in writing, to material, data, discoveries, ideas and other information, which UH considers Proprietary, Confidential, or Privileged.

### II. CONFIDENTIALITY

This Agreement, thus encompasses any information deemed Confidential or Proprietary provided to the Undersigned in conjunction with duties as a member of the UH IACUC. Any written information provided to the Undersigned that is of a Confidential, Proprietary, or Privileged nature shall be identified accordingly.

As such, the Undersigned agrees to hold all Confidential or Proprietary trade secrets ("information") in trust or confidence and agrees that it shall be used only for contemplated purposes, shall not be used for any other purpose or disclosed to any third party. 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 UH IACUC. Furthermore, the Undersigned shall not make any use of such information in their own research, teaching/training or commercial development activities without written consent of the UH IACUC. It is understood that the nondisclosure obligation shall not apply to any information known by the Undersigned or generally known in the field or industry prior to the date of this agreement, or becomes, through no fault of the Undersigned, common knowledge within the field or industry thereafter.

The Undersigned agree not to disclose or utilize, directly or indirectly, any Confidential or Proprietary information belonging to a third party in fulfilling this agreement. Furthermore, the Undersigned confirms that their performance of this agreement is consistent with their employer's policies and any contractual obligations they may have to third parties.

Lastly, the Undersigned shall not discuss, communicate, or disclose any information that is considered official UH IACUC business to third parties without the consent of the UH IACUC and Program Institutional Official.

### III. CONFLICT OF INTEREST <sup>1</sup>

The *Animal Welfare Act* and the *Public Health Service Policy* state that no IACUC member may participate in the IACUC review or approval of an activity in which that member has a conflicting interest except to provide information as requested by the IACUC.

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

The request must be in writing and addressed to the UH IACUC Chairman. The request must contain evidence that substantiates the claim that a conflict exists with the IACUC member(s) in question. The committee 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 IACUC Chair and may not participate in the IACUC review or approval except to provide information if the committee requests such.

Other examples of conflict of interest cases include:

- A member is involved in a potentially competing research program.
- Accesses to funding or intellectual information may provide an unfair competitive advantage.
- A member's personal biases may interfere with his or her impartial judgment.

Members who may have a conflict of interest may not be counted toward a quorum and may not vote.

*Reference:*

<sup>1</sup> 2002 OLAW/ARENA *Institutional Animal Care and Use Committee Guidebook*, 2<sup>nd</sup> Ed., pg. 15.

Please sign and date this Agreement, if the undersigned agrees with the terms and conditions set forth above. The original will be kept on file in the custody of the Regulatory Compliance office. A copy will be provided for your records.

I, \_\_\_\_\_ accept the aforementioned terms and conditions as  
*Print Name*  
explained in this Agreement.

\_\_\_\_\_  
Undersigned Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Compliance Office Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Program Institutional Official

\_\_\_\_\_  
Date