



CONFLICT OF INTEREST

Policy Section Name	Policy Category	Policy Number	Supersedes:
Corporate	Corporate	300CO-CO-005	n/a
Organizational Scope	IPC (Yes/No)	Effective Date	Next Review Date
ICES-Network (site-specific procedures)	Yes	November 1994	April 2018
Authority (Title)		Owner (Name and Title)	
Executive Committee		CEO	
Required Reviewers			
Executive Committee		Program Leaders	

Glossary of Terms

Please refer to the [glossary](#) for all terms and definitions.
List of terms:

INTRODUCTION

ICES is a publicly funded, not-for-profit organization, whose mission is research excellence resulting in trusted evidence that makes policy better, health care stronger and people healthier. ICES must ensure that its physical and human resources and efforts are used to pursue and enhance its core business. ICES name and logo are legally protected and cannot be used to endorse people, products or services or used in such a way that it damages the institution's reputation.

As a highly regarded research institution in a position of public trust, ICES takes seriously its reputation of having ethical business practices and providing scientifically sound and unbiased research. It is essential that members of the ICES community act at all times with the highest ethical and moral standards of conduct.

Actual or perceived situations involving conflicting interests in the ICES community can harm the institution's reputation and ultimately, damage the public's trust.

1. PURPOSE

The purposes of this Policy are to articulate mechanisms to identify and address conflicts of interest (actual, perceived or potential), to guide the ICES community so that they can avoid or minimize conflicts of interest (COI), and to set the obligation to disclose COI (or no COI) annually (as well as when new actual, perceived or potential COI becomes known to the individual; referred to as "Ad Hoc" COI Disclosure). If asked, there is also an obligation to disclose COI (or no COI) as part of the appointment renewal. The Policy is accompanied by a COI (and no COI) disclosure form that is to be completed by all those in the ICES community in order to meet this obligation.

This Policy is not intended to discourage research relationships or partnerships between ICES and appropriate organizations and companies or cost-recovery for services rendered between ICES and appropriate organizations and companies as approved by the ICES Board of Directors.



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2. POLICY SCOPE

Application

This Policy and Disclosure Form applies to all members of the *ICES community*, including employees, appointees, affiliates (e.g., visiting scientists, students, fellows, consultants representing ICES).

Note: Those individuals who are applying for employment or an appointment may be asked to declare conflicts of interest, consistent with this Policy and for the past 3 years, prior to ICES rendering final decisions about the employment or appointment.

This Policy is of particular relevance to any person in the ICES community who conducts research and disseminates findings. It also is very pertinent to those in the ICES community who, by the nature of his/her position, responsibilities or otherwise, interacts with suppliers, potential suppliers, or any organization/individual that has or may have business dealings with ICES who may be directly or indirectly affected by research conducted at ICES. Last, it is of particular relevance to staff who, by virtue of his/her position, responsibilities, and/or expertise (e.g., analytical or programming skills) have marketable skills of interest to others, such as external research teams, organizations, and companies.

3a. POLICY DETAILS

Definitions

Conflicts of Interest:

Refers to any situation where there is a potential divergence between an individual's private interests and his or her obligations to ICES. A conflict of interest may be actual, perceived or potential.

A conflict of interest exists when it can be reasonably determined that an Individual Financial Interest (see definition below) or Benefit or Family Financial Interest or Benefit (see definition below) could directly affect (or reasonably be perceived to affect):

- (a) the research question, design, conduct, analysis or reporting of a study
- (b) an ICES action (e.g., business decisions or transactions, prioritizing of research or resources)
- (c) core ICES business, mission or reputation

Individual Financial Interest or Benefit:

This is interpreted broadly, and means anything relating to an individual's private interests (regardless of monetary value) now or in the future. It includes, but is not limited to, money, stocks, goods, speaker's fees (including from a Speaker's Bureau), honorariums, travel expenses, gifts (including offers of products or services), bonus or milestone payments, equity interest and the opportunity to receive a financial interest or benefit.



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Note:

1. The benefit does not necessarily need to be monetary (e.g., access to research support) and it may be provided as a direct or indirect benefit. That is, the benefit may be directly given to the individual or it may be given to a third party/entity for direct benefit to the individual (e.g., flowed through a research account or through a professional corporation).
2. The Financial interest or benefit as defined in this Policy excludes T4 income in the form of wages and salaries paid by ICES and by other public institutions (e.g., government, peer-reviewed granting agency). All other financial interests or benefits are included in this Policy (including other T4 income such as commissions, honorarium, and bonuses).

Family Financial Interest or Benefit:

Defined the same as for Individual Financial Interest or Benefit except that this concerns family where the financial interest or benefit may be indirect (received by a member of his/her immediate family). Immediate family includes spouse/spouse equivalent; parents (step and in laws); brothers/sisters (step and in laws); and sons/daughters (step and in laws).

Managing Conflicts of Interest:

Refers to any condition or restriction applied by ICES to manage allowable activities. Management Plans are developed in consultation with the individual.

Guiding Principles

1. All ICES' decisions for addressing conflicts of interest situations will be guided by the institution's obligation to maintain the public's trust. No research, ICES action or core ICES business will be undertaken with unmanaged conflict of interest;
2. ICES may determine a conflict of interest situation is unmanageable on the direction of the Board; if the individual will not or cannot comply with the management plan; if the management plans cannot be determined or enforced; or if the resources needed to manage the situation are inconsistent with the public interest.
3. ICES embraces transparency and accountability in its processes for dealing with conflict of interest situations and will ensure consistent application of this Policy;
4. ICES may make a summary of all COI declarations and management plans associated with those in the *ICES community* publicly known (including no conflict of interests declared) if it decides this is prudent for good governance;
5. ICES requires full and accurate disclosure of actual, perceived and potential conflicts of interest situations annually, as they become known and in advance as this is fundamental to being able to address these situations;
6. ICES embraces accuracy and completeness in COI Declarations. If ICES receives additional information about COI beyond what was disclosed in the individual's COI declaration, ICES will raise these with the individual(s) and if relevant, include these additional COIs as part of this Policy;



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7. Decisions rendered under this Policy are to be made by the CEO [or delegate(s)] except for decisions concerning himself/herself [or delegate(s)] for decisions concerning the CEO, shall be addressed by the Chair of the Board of Directors.

Prohibited Activities

The following activities are banned and shall not be undertaken by anyone in the ICES community. It is not possible to provide an exhaustive list of all prohibited activities; however the following situations serve as illustrations.

1. Using one's position, influence or authority in ICES for individual/family financial interest or benefit;
2. Using ICES resources or information gained through employment, appointment or affiliation with ICES for individual/family financial interest or benefit;
3. Allowing a sponsor of ICES (or of ICES research) the right to veto or change the design, analysis, interpretation or reportage of research findings or its dissemination (an opportunity to comment is allowable so long as it does not exceed 30 days);
4. Guaranteeing to a sponsor of ICES (or of ICES research) a specific scientific finding;
5. Allowing any stakeholder to have rights articulated in 3 (above) or guaranteeing to any stakeholder a specific scientific finding;
6. Conducting research with, or for, another entity without ICES approval which uses ICES data, name, logo or business tools;
7. Accepting money, individual interests/benefits, or family interests/benefits from a for-profit entity for research which uses ICES data, name, logo or business tools;
8. Posing a research question or designing, analyzing, interpreting or reporting a study so that there will be (could be) individual/family financial interest or benefit;
9. Signing a contract or agreeing to an undertaking on behalf of ICES that is contrary to this Policy;
10. Using an ICES employee for non-ICES work or activities that contribute to one's individual/family financial interest or benefit;
11. Employing a member of one's immediate family in a subordinate position within the same work unit in the institution;
12. Owning or serving in an Executive position (or otherwise receiving a financial interest or benefit) in a for-profit company or agency that is directly related to a drug, technology or health service that ICES is studying or may reasonably do so in the future;
13. Engaging in a commercial activity that compromises, or could reasonably be seen to compromise, ICES' reputation;
14. Being on the Speakers Bureau for one or more for-profit companies or agencies where the individual does not create the content and is not able to exercise academic control over the content and its delivery. Note: even if these conditions are met it may still be prohibited activity if these particular features are not transparent to ICES or the audience and/or if it otherwise compromises the public's trust in ICES;
15. Having an open-ended consulting contract with a not-for-profit or for-profit company or agency for services rendered that does not have clearly stated activities, commitments, and deliverables (e.g., a retainer or contract to provide consultative services to a pharmaceutical company where the agreement does not set out expectations for each of the parties with a termination date after which there are no further obligations). Contracts that have clearly stated activities, commitments and deliverables may be acceptable depending on the terms and conditions and if it does not compromise the public's trust in ICES.
16. Taking any administrative action (including, but not limited to, hiring of staff, procurement of materials, managing contracting, selecting equipment or supplies) within or on behalf of ICES with an organization/individual where one stands to gain financially (or one's family stands to gain financially) or where one's action could properly be questioned;



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17. Offering or accepting financial interest or benefit in order to influence business transactions in which ICES is involved;
18. Using ICES business tools (e.g. e-address, postal location, and facsimile, computers, printers, office space) for any prohibited activity.

Allowable Activities

The following activities are allowable, if nothing would otherwise make them prohibited activities, but must be disclosed to ICES. In some circumstances, disclosure will be insufficient; ICES will require that the individual follow a Management Plan.

We have selected the most common situations; however, the list is not exhaustive.

The following are allowable if these are independent to ICES; do not use ICES data; name, logo or business tools; and do not compromise, or be reasonably seen to compromise, ICES reputation or mission:

1. Participating in the Independent Data Safety Monitoring Board for a particular trial or trials in a for-profit pharmaceutical, device, or other health products company;
2. Being a member of the Steering Committee, Publishing Committee, or Coordinating Committee for a particular trial or trials in a non-profit or for-profit pharmaceutical, device, or other health products company;
3. Conducting research directly or through another institution for a commercial entity (e.g., conducting an industry-sponsored clinical trial which has a research agreement between the sponsor, the individual, and his or her other institution) where the activity does not compromise ICES reputation for independence and integrity
4. Providing a service (e.g., consulting or acting in an advisory capacity) to a for-profit company or agency with a fixed term contract concerning a drug, technology or health service that ICES could reasonably study in the future¹;
5. Providing a service (e.g., consulting or acting in an advisory capacity) in a for-profit company or agency with a fixed term contract concerning a drug, technology or health services that is not in conflict with (and not perceived to be in conflict) one's ICES work¹;
6. Participating in an external committee with the authority to review or approve a drug, technology or health service, such as a Federal or Provincial panel;

The following is allowable:

7. Accepting occasional honorariums (i.e., token payments) paid directly to the individual from a for-profit company or agency for providing a specific service as long as these, by their frequency or amount (singly or accumulated) do not directly affect (or reasonably be perceived to affect) one's ICES' work or core ICES business, mission or reputation.
8. Accepting occasional small gifts (i.e., those given instead of token payments) given directly to the individual from a for-profit company or agency for providing a specific service as long as these, by their frequency or amount (singly or accumulated) do not directly affect (or reasonably be perceived to affect) one's ICES' work or core ICES business, mission or reputation.

¹ A fixed-term contract explicitly sets out expectations for each of the parties and has a termination date with no further obligations. These contracts shall be submitted with the Declaration Form.



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Declaring Conflicts Of Interest

It is the responsibility of all members of the ICES community to report actual, perceived or potential conflicts of interest.

Since this Policy cannot deal with every circumstance, it is important for those in the ICES community to err on the side of disclosing and to bring any questions or ambiguities to the attention of the CEO (or to the attention of the Board Chair if the CEO). Even if one believes an activity falls within the examples of Allowable Activities, the individual is required to make a declaration.

Nothing in this Policy shall be interpreted to mean that there are no obligations or duties to report the same conflicts of interest elsewhere. For example, individuals are reminded that Research Ethics Boards, journals, and other public institutions will require declarations of conflict of interest.

All members of the ICES community will:

- Provide full and accurate disclosure of actual, perceived or potential conflicts of interest situations annually (when they sign the ICES confidentiality agreement), as these become known to the individual and in advance;
- Respond as soon as reasonably possible to ICES requests for disclosure or details;
- Report in good-faith;
- Seek clarification from the CEO (or from the Board Chair if the CEO) about what is or might be seen as conflict of interest situations if in doubt;
- Will not participate, either on behalf of ICES or the other party, in any transaction from which they may directly or indirectly benefit unless their participation has been first disclosed and approved.

Employees will declare actual, perceived or potential conflict of interest to the Office of the CEO in writing at the earliest opportunity.

The CEO will declare his or her own actual, perceived or potential conflict of interest to the Chair of the Board in writing at the earliest opportunity.

Reviewing and Managing Conflicts Of Interest

Reviewing Declaration Forms

The CEO shall review all Declaration Forms other than his/her own. The CEO shall use his or her discretion as to whether to meet with individuals reporting a conflict(s) of interest. The meeting will be for information gathering and to explore more fully the actual, perceived or potential conflicts of interests. The reviewer will determine if the activity is prohibited or allowable (or allowable with a Management Plan). If it is clear the COI is allowable and no management is needed, the CEO may decide not to hold such a meeting. All decisions rendered by the reviewer shall be final and binding. The CEO has the discretion to use a delegate or delegates to under-take any or all of these tasks. The CEO also has the discretion to use a delegate or delegates to make recommendations to him or her based on tasks delegated.

Declaration forms for the CEO will be reviewed by the ICES Board Chair. The Board Chair shall meet with the CEO when reporting a conflict(s) of interest. The meeting will be for information gathering and to explore more fully the actual, perceived or potential conflicts of interests. The Board Chair will determine



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if the activity is prohibited or allowable (or allowable with a Management Plan). All decisions rendered by the Board Chair shall be final and binding.

Managing Conflicts of Interest associated with Allowable Activities

In cases where there is positive reporting of allowable activities, the reviewer will determine if the conflicts of interest need to be managed. If so, the remedies for doing so (Management Plan) will be written and signed by the CEO (or for the CEO by the Board Chair).

More specifically, the CEO shall approve of, and sign all, Management Plans except for those concerning himself/herself. The Board Chair shall approve of, and sign any Management Plans of the CEO.

Management Plans will vary depending on the nature of the conflicts of interest and the circumstances. If ICES determines conflicts of interest are unmanageable (see Guiding Principle 2), the allowable activities become prohibited activities (nothing in this Policy compels ICES to manage the situation).

Confidentiality

In confidence, the CEO (or the Board Chair) may consult with others for the purposes of reviewing or managing conflicts of interest. For example, he/she may consult with others concerning an individual's declaration or policy breach and may at his/her discretion strike a Conflict of Interest Committee that reviews declarations and makes recommendations to him/her respecting this Policy. The CEO will reveal in confidence necessary information respecting this Policy to the immediate supervisor and if necessary, to the Chief Privacy Officer and Research Program Leaders.

Information gathered in the Disclosure Form, the Management Plan, and discussions and notes about these documents and the conflicts of interest shall be considered part of the institutional record.

ICES may make a summary of all COI declarations and management plans associated with those in the ICES community publicly known (including no conflict of interests declared) if it decides this is prudent for good governance.

Penalties

Breach of this Policy (including breach of ICES' decisions respecting this Policy) by those in the ICES community may, after appropriate evaluation and consideration, be cause for reprimand, dismissal or otherwise loss of employment, appointment or affiliation with the institution. Sanctions for policy breach will depend upon the nature and severity of the conflict in each case. All decisions about breach of this Policy are final and binding.

Breach of this Policy may, after appropriate evaluation and consideration, be cause for reprimand or dismissal. Sanctions for policy breach will depend on the nature and severity of the conflict in each case. All decisions about breach of this Policy for the CEO are final and binding.

CROSS REFERENCES / RELATED DOCUMENTATION

Conflict of Interest Declaration Form (Annual and Ad Hoc)

ADDITIONAL INFORMATION

n/a



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CHANGE TRACKING TABLE

Review Date	Change Description	Changed By	Reviewed By	Policy Status
October 2002	Regular review			Archived
November 2007	Regular review			Archived
May 2008	Regular review			Archived
October, 2012	New policy template	Senior Director, Corporate Services		Archived
March 31, 2015	Updated policy	Assistant to the CEO	COI Committee (CEO, CSO, L. Ferris)	Archived
April 5, 2016	Updated verbiage of section 1 & 2 of COI declaration as well as section on Managing Conflicts of Interest	Assistant to the CEO	COI Committee (CEO, CSO, L. Ferris)	Archived
April 2017	Updated COI reporting period from 2016 - 17 to 2017 - 18	PMO	n/a, content change was to date only	In Effect



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_____(Signature)

_____(Date or Fiscal Year Covered)

For Confidential Office Use Only:

☐ I have reviewed this Declaration Form and no further action is needed at this time.

☐ I have reviewed this Declaration Form and will meet with the individual.

_____ Signature (CEO)