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**PALAWAN STATE UNIVERSITY**

**RESEARCH ETHICS REVIEW COMMITTEE**

PSU Main Campus, Tiniguiban Heights, Puerto Princesa City 5300 Palawan

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# Conflict of Interest Disclosure and Confidentiality Agreement

## Know all Men by these Presents:

Given the appointment of \_\_\_\_\_\_\_\_\_\_as a member of the ***Palawan State University Research Ethics Review Committee*** (PSURERC), referred to as the ***Committee***, and appointee hereinafter referred to as the ***Undersigned***, and whereas:

the ***Undersigned*** shall assess research proposals and procedures and adverse events reports arising from research studies and procedures involving human participants to ensure that the same is conducted and addressed ethically following the highest standards of care according to international, national, and local laws and regulations, and institutional policies and guidelines;

the appointment of the ***Undersigned*** as a member of the ***Committee*** is based on individual merits;

the fundamental duty of a ***Committee*** member is to independently review the scientific and ethical soundness of research proposals and procedures and adverse events occurring during the conduct of research involving human participants to determine the best possible recommendations objectively, based on the merits thereof under review; and

the ***Committee*** must meet the highest ethical standards to uphold the rights, well-being, and protection of human participants;

To ensure high standards of ethical behavior necessary in performing his/her duties and functions, the following terms and conditions covering **Confidentiality and Conflict of Interest** arising in the discharge of said appointed ***Committee*** member’s functions are stipulated in this Agreement.

## Confidentiality

This Agreement encompasses any information deemed Confidential, Privileged, or Proprietary provided to and otherwise received by the ***Undersigned*** in conjunction with and when performing his/her duties as a member of the ***Committee***.

Any written and e-copy information provided to the ***Undersigned*** that is Confidential, Privileged, or Proprietary shall be identified accordingly. All documents in print and e-copy format subjected and 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 ***Committee***.

As such, the ***Undersigned*** agrees to hold in trust and confidence all Confidential, Privileged, or Proprietary information, including trade secrets and other intellectual property rights (hereinafter collectively referred to as the “information”). Moreover, the ***Undersigned*** agrees that the information shall be used only for review purposes and shall not be disclosed to any third party.

The ***Undersigned***, in fulfilling this Agreement, further agrees not to divulge or use, directly or indirectly, any information belonging to a third party. Furthermore, the ***Undersigned*** confirms that his/her compliance with this Agreement is consistent with PSU’s policies and any contractual obligations to third parties.

## Conflict of Interest

Potential for conflict of interest will always exist; however, the ***Committee*** will exhaust the necessary measures to manage these conflict issues. If any, the protection of human subjects remains the highest priority.

It is the policy of the ***Committee*** that no member may participate in the review, deliberation, or actions of any activity in which he/she has a conflict of interest. He/she may provide information when requested by the ***Committee***.

## Conflict of Interest (cont.)

The ***Undersigned*** will immediately disclose to the ***Committee Chair*** any actual or potential conflict of interest that he/she may have concerning any particular proposal submitted for review and abstain from any participation in the deliberations in respect of such proposals.

An applicant/investigator submitting a protocol may request that the member be excluded from the protocol review if he/she believes the ***Committee*** member has a potential conflict. The request must be in writing and addressed to the Chair and contain evidence substantiating the claim that a conflict exists with the ***Committee*** member(s) in question. The Committee may elect to investigate the applicant’s claim of the potential conflict.

Conflict of interest cases may include but are not limited to any of the following:

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

# Disclosure of Conflict of Interest and Agreement on Confidentiality

Concerning my functions, duties, and responsibilities as a member of the ***Committee***, I will be provided with confidential information and documentation (referred to as "Confidential Information"). I agree to take the necessary measures:

* + to protect the Confidential Information, subject to applicable statute;
  + not to divulge the Confidential Information to any person or party;
  + not to use the Confidential Information for any purpose outside the Committee's mandate;
  + not to use the Confidential Information in a manner which would benefit me or any third party; and
  + to return all Confidential Information (including any minutes or notes I have made as part of my Committee duties) to the Chairperson upon the termination of my functions as a Committee member.

Whenever I have a conflict of interest, I shall immediately inform the Chair, abstain from participating in any consensus action, and exclude myself from a quorum for voting.

I have read and accept this Agreement, including the two pages under the terms and conditions.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature Over Printed Name**

Date:

## Noted:

**<Name of Chair>**

Chair, PSURERC

Date: