

CONFIDENTIALITY AND CONFLICT OF INTEREST AGREEMENT IBC 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 CSU Institutional Biosafety Committee (IBC), has been asked and appointed to assess the responsible use of biohazardous agents and recombinant DNA (rDNA) in research and teaching/training conducted at Colorado State University, hereafter referred to as the “CSU”, and ensures that all activities involving such biohazardous materials are conducted safely and responsibly, and in compliance with current Federal regulations and applicable CSU policies. To adequately evaluate the safe and responsible use of biohazardous agents and rDNA 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 CSU 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 CSU IBC. 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 CSU IBC. 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 CSU IBC. 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 CSU IBC business to third parties without the consent of the CSU IBC and Institutional Official.

III. CONFLICT OF INTEREST¹

The *NIH Guidelines* states that no member of an IBC may be involved (except to provide information requested by the IBC) in the review or approval of a project in which he/she has been or expects to be engaged or has a direct financial interest.

When a member has a conflict of interest, the member should notify the IBC Chairperson and may not participate in the IBC 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:

¹ April 2019 – *NIH Guidelines for Research Involving Recombinant DNA Molecules*, Section IV-B-2-a-(4)

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 with the custody of the Office of Research Collaboration and Compliance (ORCC). 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

ORCC/IBC Representative Date