

Item	7.2
Approved by	UOIT Board of Governors
Date approved	March 2009

CONFLICT OF INTEREST IN RESEARCH

1. PREAMBLE

The University of Ontario Institute of Technology (UOIT) is committed to academic freedom and to excellence in teaching and research. To this end, UOIT pursues its mission in a manner that advances its goals and maintains the confidence of the University community, granting agencies and its public and private sponsors. As a place of learning and research, the University encourages its faculty, staff, students and postdoctoral fellows to be broadly involved in professional interests and activities compatible with the University's mission, values and commitments. Fundamental to this engagement, is trust, confidence and integrity.

Conflict of Interest may take various forms and may arise in various contexts. Broadly speaking, a conflict of interest will exist whenever a university Member has an interest that adversely affects or provides an incentive to affect the Member's conduct of her/his University activities. This covers all matters that would lead to any form of personal gain for the Member or the Related Party or give improper advantage to others to the detriment of the University or other Members of the University Community. A conflict of commitment occurs when the commitment to external activities of a University Member adversely affects her/his capacity to meet University responsibilities.

2. PURPOSE

The University, to maintain and ensure public and professional trust and confidence, will deal with real or perceived conflicts of interest (COIs) and/or conflicts of commitment (COC) in a fair, open and consistent way. The conflict of interest policy has been created to ensure that:

- a. Research is conducted in a manner free of potential, actual and apparent conflict of interest, and maintains the trust of the community in the University and its external constituencies;
- b. Members of the University research community act with integrity and adhere to the highest ethical standards;
3. The integrity and objectivity of all research Members are protected in the performance of their University obligations and functions;
- c. The university community has a mechanism to clearly identify potential, perceived, actual or apparent conflicts of interest; and
- d. All potential, perceived, actual and apparent conflicts of interest are properly disclosed, appropriately considered, and managed in keeping with best practices and jurisdictional laws.

3. SCOPE

The Policy applies to all Members of the University community who are engaged in research and scholarly activities including faculty, undergraduate students taking part in research, graduate students, postdoctoral fellows and other personnel involved directly or indirectly in research, including, but not limited to research associates, staff, adjunct professors and visiting scholars and professors. This Policy

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applies to both grant and contract work as well as the outputs of research including, but not limited to, intellectual property, publications, etc.

4. GENERAL DUTIES OF MEMBERS

A Member Shall:

- a. Act responsibly, ethically and fairly with care, diligence, and loyalty and be accountable for his or her actions and decisions in the workplace;
- b. Avoid all Conflicts of Commitment and Conflicts of Interest and arrange his/her personal affairs in a manner that will bear the public scrutiny;
- c. Make full disclosure of all Conflicts of Commitment and Conflicts of Interest in writing as soon as he or she is aware of them, and resolve or manage them in the best interests of the University in accordance with this Policy;
- d. Not use, for his/her personal benefit or advantage, or for the benefit or advantage of a Related Party, any information acquired in the course of his or her involvement in research that is not otherwise generally available to the public;
- e. Not make more than incidental use of any facilities, services or equipment for purposes other than those approved by the University and the granting agencies; and
- f. Not act, after ceasing to be a Member, in such a manner as to take improper advantage of his or her prior association with the University.

5. CONFLICT OF INTEREST

- a. Where a potential conflict of interest arises, it must be immediately disclosed by the Member involved; it may be necessary that the activity be placed on hold pending assessment. The Conflict of Interest will be assessed in a timely, fair and open manner.
- b. A conflict is to be allowed only when it can be managed in a way that protects and serves the interests, integrity and reputation of the University, as well as its legal and contractual obligations, and will stand the test of reasonable and independent scrutiny.
- c. For the purposes of this Policy, Conflict of Commitment is treated in the same manner as Conflict of Interest.

6. FAILURE TO COMPLY WITH POLICY

- a. Non-compliance with this Policy constitutes misconduct and may be pursued under the applicable Integrity in Research and Scholarship Policy. The University reserves the right to recover any profit or financial benefit achieved by a Member as a result of non-compliance.
- b. The failure to comply with the provisions of this Policy by a Member who knows, or who should reasonably know, that he or she is in Conflict of Commitment or Conflict of Interest, may constitute a disciplinary offence under the policies and regulations to which the Member is subject.

The Policy recognizes that conflicts of interest can arise naturally from a University Member's engagement with internal and external stakeholders. Any conflict needs to be recognized, disclosed, assessed, addressed or managed. It must be recognized that not all conflicts of interest, even if disclosed in a timely manner, will be permitted.

7. REVIEW OF POLICY

The operation of this Policy shall be reviewed at the end of its fifth year of operation by a working group comprised of at least one representative from each of the following: Office of the Provost, Office of the

Associate Provost Research, Human Resources, and representatives from the research community including faculty, graduate students and research associates/PDFs.

APPENDIX A - DEFINITIONS

- A. 1 Agency: Agency includes funding agencies, granting councils, foundations, organizations or other entities, public or private, supporting in whole or in part research and scholarly activities.
- A. 2 Conflict of commitment: A conflict of commitment occurs when the commitment to external activities of a University Member adversely affects her/his capacity to meet University responsibilities
- A. 3 Conflict of interest: Conflicts of interest exist when a University Member individual has an interest that adversely affects or provides an incentive to affect the Member's conduct of her/his University activities. Conflict of interest includes any situation in which:
 - A. 3.1 A Member or a Related Party has or appears to have in the opinion of a reasonably informed person, a personal interest, whether direct or indirect, of which the Member is, or should be, aware, and that in the opinion of a reasonably informed and well advised person is sufficient to put into question either the independence, impartiality, and objectiveness that the Member is obliged to exercise in the performance of her/his duties or the ability of the Member to act in the best interest of the University; or
 - A. 3.2 In the research context, a conflict of interest includes a situation where financial or other personal considerations may compromise, or have the appearance of compromising, an investigator's professional judgment in conducting or reporting research outcome.
- A. 4 Financial interest and financial benefit: Includes any interest, or the opportunity to acquire any interest, in any business or person or anything else of value including remuneration (such as salary, consulting fees, retainers, honoraria, bonuses, gifts, speaker's fees, advisory board remuneration, finders or recruitment fees), equity interests (such as stocks, stock options or other ownership interests), and intellectual property rights (such as patents, copyrights, royalties or other payments from such rights).
- A. 5 Member: Means any member of the UOIT community who teaches, conducts research or works at or under the auspices of the University and includes any of the following:
 - A. 5.1 A person who is an employee of the university (core or complementary faculty members, staff, adjunct faculty, research personnel)
 - A.5.2 Any person who is an appointee (including a volunteer on research related committees and boards) of the University
 - A. 5.3 Undergraduate or graduate students, post doctoral fellows, visiting scholars and any other research personnel while they are engaged in research or scholarly activities under supervision of a Member.
- A. 6 Outside activity: Any activity outside a Member's scope of work with the University that involves the same specialized skill and knowledge that the Member uses in his or her work with the University and includes the operation of a business, consulting or advisory services and speaking engagements.
- A. 7 Related party: A person related to the Member by blood, adoption, marriage or common-law marriage, or with whom a Member has a close personal relationship; it may also include an individual with whom a university Member has had such a relationship.
- A. 8 Reviewer: The University Officer or Board responsible for reviewing a disclosed conflict of interest, assessing the nature of the conflict, determining an appropriate course of action, and issuing a written report on the assessment and its outcome.
- A. 9 Student: Includes all post-graduate and undergraduate students.
- A. 10 University: The University of Ontario Institute of Technology.

APPENDIX B - EXAMPLES

The following examples illustrate situations that may lead to an indirect or direct conflict of interest:

- a. Interest in a Concern: Ownership by a Member or by a Related Party of a substantial financial interest in any concern with which the University does business, directly or indirectly, or which is seeking to do business with the University.
- b. Interest in a Transaction: Representing the University in any transaction in which the Member or a Related Party has a substantial financial or other interest, or in which the Member or a Family Member represents the other party.
- c. Faculty/student relationships: Entering into a financial relationship outside the normal scope of research or teaching assistantships, between a faculty Member and a student with whom the Faculty Member has an evaluative role.
- d. Inappropriate Use of Information: Using for personal gain privileged or confidential information acquired as a result of the Member's University-supported activities, or passing such information to those not authorized to receive it.
- e. Gifts or Gratuities: Receiving inappropriate gifts or financial considerations. Examples of inappropriate and unacceptable gifts would be merchandise, cash or gift certificates in any amount, excessive entertainment or other substantial gifts of goods or services. For example, financial agreements with sponsors wherein advantages are promised, formally or informally, to researchers for findings favourable to the sponsor(s). This may involve, among other things, the payment of money, royalties, or grants, or the transfer of shares or options in the sponsoring company .

Note: Loans from financial institutions on customary terms; articles of nominal value normally used for sales promotion purposes, ordinary business meals or reasonable entertainment consistent with local social or business customs are acceptable and do not pose a conflict of interest.
- f. Rendering of Services to Other Concerns: Rendering of managerial, consultant or any other substantial services to any concern, including services as a director where not specifically authorized by the University, and particularly, where said services are provided on a fee-for-service or contractual basis.
- g. Full-Time Service : Engaging in outside business or employment activities that are incompatible with the University's right to full-time and efficient service from its Members. Situations with respect to part-time Members will be dealt with according to their specific circumstances and within the spirit and intent of this Policy.
- h. Use of Position to Influence Others: Using one's position with the University to influence any other concern in its dealings with other parties for the personal profit or advantage of any person. Using one's academic or administrative position to create an inappropriate advantage for oneself or a Family Member.
- i. Favouring Outside Interests for Personal Gain: Entering in to a research contract with accompany in which the Member, or a Family Member, has a financial or other interest. Directing the Member's government-sponsored research program to serve the research or development needs of a private firm in which the Member has a financial or other interest. Entering into a licensing agreement for the development of intellectual property, generated as the result of University research with a company in which the Member has a financial or other interest.
- j. Inappropriate Use of University Personnel, Resources or Assets: Using University students or staff to carry out work on behalf of a company or private consulting in which a Member has a financial or other interest without the prior approval of the University. Using University resources or facilities without prior approval of the University and without reimbursement to benefit a private concern in which the Member has a financial or other interest.