# INTERNATIONAL SOCIETY FOR PROSTHETICS AND ORTHOTICS



### **Conflict of Interest and Non-Disclosure Agreement**

## To be completed by each ISPO Auditor prior taking part in a ISPO Accreditation process

- I acknowledge that I will acquire certain knowledge, written or oral information, which is non-public, confidential. I agree that that I will keep all information confidential and will impose this obligation to all persons who have access to the confidential documents and/or information.
- I will use the documents and/or information exclusively in connection with the intended performance of ISPO Accreditation activities
- I acknowledge that documents and/or information are not to be treated as confidential if:
  - > They have been made accessible to the public in a manner other than through ISPO Auditors
  - after signing this agreement, they are disclosed by third parties to the ISPO Auditors and are not marked as confidential, if this is not at the same time a violation of another confidentiality obligation.
- I acknowledge that I will maintain the confidentiality of student and graduate information obtained or accessed in the audit process.
- I will return all documents and/or information, when and if applicable, to ISPO in case of termination of the present agreement, and before the agreement is terminated.
- I acknowledge that the obligation to maintain confidentiality exists without limitation after the end of representing ISPO.
- If obliged to disclose documents and/or information that are necessary to be kept secret, I will inform ISPO in writing without delay.
- I declare that if I become aware of a disclosure of confidential documents and/or information. I will undertake jointly with ISPO all that is required to prevent further disclosures and assert any claims against the person who revealed the confidential documents and/or information
- I acknowledge that dependent on the event that led to the disclosure of the documentation and/or information, ISPO may consider penalties to ISPO Auditors
- I will refrain from engaging in activities that may create or appear to create a conflict of interest.
- A potential or actual conflict of interest exists if an ISPO Auditor might reasonably lack objectivity in his/her decision-making or performance during the ISPO Accreditation process because of any personal, professional, financial, or other interest or relationship.
- A potentially perceived conflict of interest is when a decision made or an action undertaken has the potential of being perceived by a third party or pubic of possibly breaching conflict of interest.
- A conflict of interest arises when the interest of a member (or those of their families, friends or other organizations with which they are involved) are incompatible or in competition with the interests of ISPO. A conflict may relate to either a financial or a non-financial interest.
- A financial interest refers to the possibility of a financial or other material gain arising in connection with decision-making (for example the awarding of a contract to a company with which the member is involved, the awarding of a service contract to a member's spouse, the making of a grant to a member's dependent child).
- A non-financial interest refers to benefits not linked directly to material gain (for example enhancement of career and the possibility of acquiring additional professional recognition, status or fame).

If not avoidable and not managed appropriately and transparently conflicts of interest have the potential to:

- damage effective decision-making
- undermine the ISPO Accreditation process obecjtivity
- attract adverse publicity.

#### Registration Address:

International Society for Prosthetics and Orthotics (ISPO) Trekronervej 28 Strøby Egede DK-4600 Køge Denmark Contact Address:

International Society for Prosthetics and Orthotics (ISPO) 22-24 Rue du Luxembourg BE-1000 Brussels Belgium

Telephone: +32 2 213 13 79, Fax: +32 2 213 13 63 Email: <u>ispo@ispoint.org</u> Website: <u>www.ispoint.org</u>

VAT Nr: DK 39539519 Official Company Register Nr: 39539519

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#### Agreement period

The agreement is valid for the whole duration of the cooperation between ISPO and the ISPO Auditor. Written notification is to be provided by one of the parties, and receipt confirmed by the other party, in order for the terms of the present agreement to no longer be applicable to the ISPO Auditor.

#### Amendments to the agreement

ISPO reserves the right to review the terms of the present agreement. ISPO commits to communicate any changes to the present agreement via electronic mail to the ISPO Auditor.

Should one or several provisions of this agreement be or become incomplete, invalid, or null and void, the remaining provisions shall be unaffected. The invalid or null and void provision shall be replaced, or the incomplete provision amended, by a provision that most closely represents the intended purpose.

## **GLOSSARY:**

#### Documents

By documents, it is understood:

- all digital documentation (PDF, Word, Excel, and other possible formats) associated with the activities the IR has been called to cooperate with;
- all physical/printed documentation associated with the activities the ISPO Auditor has been called to cooperate with.

### Information

By information, it is understood:

- all information received orally (via telephone or in person) by the ISPO Auditor associated with the activities the ISPO Auditor has been called to cooperate with;
- all information received via electronic mail or any other form of digitized communication, associated with the activities the ISPO Auditor has been called to cooperate with.

## **DECLARATION:**

I have read the above and understand the restrictions related to confidential information that I will receive as an ISPO Auditor in the ISPO Accreditation process and the nature of a conflict of interest and will conduct a complete, fair and impartial assessment of education programmes. I understand that the accreditation process will be based on the criteria that have been established in the ISPO Education Standards.

NAME SURNAME:

SIGNATURE

Denmark

DATE

Registration Address:

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