



Alberta Ingenuity

Conflict of Interest and Ethics Policies

Overview

Alberta Ingenuity has ethics policies, and conflict of interest policies for the following groups:

- Trustees
- Staff
- Program adjudication
 - **Institutes**
 - **Prion Institute**
 - **Water Institute**
 - **Centres**
 - **Industry Programs**
 - **HQP Programs**

1. Board of Trustees

Policies

The Trustees shall establish conflict of interest Policies for Trustees, Officers and employees that are designed to prevent real or perceived conflicts of interest.

The Trustees may establish conflict of interest Policies for committees, committee members, external reviewers and outside consultants.

Disclosure

- (a) If, at any meeting of the Foundation including committee meetings, where a motion or a matter is under discussion, and a voting participant at that meeting has a material interest in the subject matter of the discussion, that person:
 - (i) shall forthwith declare to that meeting that he or she has an interest in the motion; and
 - (ii) shall leave the room or absent him or her self so as not to participate in the discussion of the motion or vote on the motion unless a Resolution is passed at that meeting agreeing to allow that person to stay and participate.

- (b) For the purpose of this section, a general notice to the participants of a Foundation meeting is sufficient disclosure of a person's material interest if:
 - (i) the notice states the nature and extent of that person's interest;
 - (ii) at the time disclosure would otherwise be required under this Part, the extent of that person's interest is not greater than that stated in the notice, and
 - (iii) the notice is given within the twelve (12) month period immediately preceding the time at which disclosure would otherwise be required under this Part.

Deemed Interest

Notwithstanding section 6.4, a person does not have a material interest if the interest:

- (a) is only by virtue of an investment through trading shares on a public stock exchange; or
- (b) does not directly affect anyone cohabiting with that person.

Failure to Comply

If a Trustee fails to comply with *Disclosure*, the Trustees upon Resolution may have the non-complying Trustee excluded from the discussion and voting on the subject matter.

The Trustees may by Resolution, advise the Lieutenant Governor in Council of any non-compliance with the Bylaws or Policies by any Trustee and request the Lieutenant Governor in Council to revoke the appointment of that Trustee.

2. Alberta Ingenuity Staff

CODE OF CONDUCT AND ETHICS

This Code of Conduct and Ethics applies to all employees.

Conflicts between the private interests of employees and their job responsibilities not specially addressed in this Code, must be dealt with according to the principles and intent of the Code.

The President or designate is responsible for administration of the Code and will promote it on a regular basis to ensure that employees are aware of their obligations.

Employee Responsibilities Under The Code

Impartiality

Employees are expected in all regards to conduct their duties with impartiality.

Disclosure

Employees are required to disclose to the President, or designate, any situation involving them which is a conflict, or an apparent conflict, of interest.

Furthering Private Interests

Employees are in conflict of interest and in violation of this Code if they:

- take part in a decision in the course of carrying out their duties, knowing that the decision might further a private interest of the employee, their spouse or minor child, or
- use or communicate information not available to the general public that was gained by the employee in the course of carrying out their duties, to further or seek to further a private interest of the employee, their spouse or minor child.

Dealings with Others

Employees who exercise authority over others shall disqualify themselves from dealing with anyone with whom the relationship between them may bring the employee's impartiality into question, with respect to those functions. In situations where this would impair the ability of the employee to perform his duties, employees must advise the President, or designate, of the details before exercising their authority. Once the President, or designate, has been notified, the employee shall only exercise their authority in accordance with instructions received. In emergency situations the employee shall act impartially and notify the President, or designate, immediately after exercising their authority.

Employees shall, so far as it is known to them, disclose and discuss with the President, or designate, situations which may be or may appear to be conflicts of interest under this section.

Outside Employment

Employees may take supplementary employment, including self employment, unless such employment:

- causes an actual, or apparent, conflict of interest, or
- interferes through telephone calls, or otherwise, with regular duties, or

- involves the use of Alberta Ingenuity premises, equipment or supplies, unless such use is otherwise authorized.

Prior to accepting any supplementary employment where it appears, or where they believe that a conflict of interest might arise, employees are required to notify the President, or designate, in writing about the nature of such supplementary employment.

Employees shall not accept additional compensation, including honorariums, for duties which they perform in the course of their Ingenuity employment.

Employees shall not allow the performance of their official duties to be influenced by offers of future employment, or the anticipation of offers of employment.

Volunteer Activities

Employees are encouraged to participate in volunteer activities, however the restrictions as listed under outside employment also apply to volunteer activity. Employees who are actively associated on a volunteer basis with any organization shall disclose to the President, or designate, their interest in such an organization where a conflict of interest may arise. Such employees shall disqualify themselves from participating in any Ingenuity decision which could impact the organization.

Investment and Management of Private Assets

Where an actual, or proposed business or financial interest of an employee, or of the employee's spouse or minor children is affected, appears to be affected or may be affected by actions taken or decisions made, in which the employee participates in the course of their employment, the employee shall disclose the business or financial interest to the President, or designate.

If an actual, or apparent conflict of interest situation exists under this section, the President, or designate, shall determine the method of resolution of the situation. Options for resolution include requiring the use of a blind trust, divestment of the asset, or employment action ranging from transferring the employee to termination of employment.

The President, or designate, may require financial disclosure of employees in specific positions where, in the opinion of the President or designate, conflict could likely occur.

Information which is disclosed to the President or designate under this section shall be maintained on a confidential basis by the President, or designate.

Acceptance of Gifts

Employees shall not accept fees, gifts or other benefits that are connected directly or indirectly with the performance of their duties, from any individual, organization or corporation, other than:

- the normal exchange of gifts between friends
- the normal exchange of hospitality between persons doing business together
- tokens exchanged as part of protocol
- the normal presentation of gifts to persons participating in public functions

Public Statements

The responsibility for maintaining the confidentiality of information or documents includes the responsibility for ensuring that such information or documents are not directly or indirectly made available to unauthorized persons.

Employees must adhere to the requirements of the Freedom of Information and Protection of Privacy Act (FOIPP).

Penalties and Consequences

Employees who do not comply with any provisions of this Code may be subject to disciplinary action, up to and including dismissal.

By my signature below, I signify that I have reviewed, understood and agreed to adhere to the Code of Conduct and Ethics.

Name

Date

3. Prion Institute

Overview

Members of the APRI Management Board and APRI International Research Advisory Council each sign a Conflict of Interest Policy Agreement. Conflict of Interest Policy Agreements are updated on an annual basis, or at the request of a committee member if their conflict of interest status changes. At the start of each meeting, the committee chair surveys committee members to declare their conflicts or potential conflicts. Members who declare conflict are excused from the meeting when the agenda item(s) are discussed by the committee.

Conflict of interest complaints

The APRI Management Board created a Conflict of Interest Sub-Committee, which is made up of three members from the Management Board; Dr. Marv Fritzler, Dr. Cornelia Kreplin and Dr. David Bailey. The Conflict of Interest Sub-Committee reacts to conflict of interest complaints according to points 7 and 8 of the Non-Disclosure and Conflict of Interest Policy Agreement Process below.

Non-Disclosure and Conflict of Interest Policy Agreement Process

1. Applicants to Core, Proof-of Principle and Ideal Programs are required to provide;
 - a. A half page Non-Confidential Project Summary to be used for reviewer selection screening.
 - b. Three suggested reviewers.
2. Where APRI has collaborative agreements with another agency to co-review or co-sponsor a program, the applicant is invited to participate in the collaboration at the application stage.
3. The Prion Institute has agreements in place with;
 - a. PrioNet – A Memorandum of Agreement for the Core, PoP and IDEal programs.
 - b. AVAC Ltd. - Consent to Share Confidential Information letters for the IDEal Program.
4. Applicants are given the option to sign a Non-Disclosure Agreement with Alberta Ingenuity (APRI) at any stage of the application or review or reporting process. Non-Disclosure Agreements cannot be requested retroactively.
5. Alberta Ingenuity will forward the Non-Confidential Project Summary to reviewers. Reviewers who are not in conflict and agree to keep privy applicant information will be selected to review an application, and sign;
 - a. Conflict of Interest Agreement.
 - b. Non-Disclosure Agreement if a Non-Disclosure Agreement exists between APRI and

the Applicant/Award Holder.

Reviewers who are unwilling to enter into these agreements will not be selected.

6. Members of the Management Board, IRAC and APRI Staff have signed Conflict of Interest Policy Agreements.
 - a) The Conflict of Interest Agreement Policy will identify venture(s), business(s) or institution(s) that would place the committee member in conflict
 - b) The agreement will be updated on an annual basis
 - c) Members will be polled at each meeting to identify new conflict(s)
7. The APRI Board and COI Committee will manage Conflict of Interest and Non-Disclosure issues as they arise.
8. Appeals Process on Conflict of Interest will be addressed by the APRI Management Board Chair.

Conflict of Interest Policy

The Alberta Prion Research Institute is committed to research excellence and funding projects of the highest scientific merit. All proposals are subject to external peer review and are then adjudicated by the Institute's esteemed Management Board.

Individuals participating in Prion Institute programs, including members of the Management Board, Committees and Senior Officers are recognized as playing a unique role in the organization. They bring an important perspective as a result of their particular knowledge, often as representatives of other organizations in the field of interest of the program. Nevertheless, they are still required to disclose any financial interest or position of influence, as described in Section 3.0, in any business in the same area of interest as the program.

This policy is intended to enable individuals to recognize and disclose situations that may be open to question and to ensure that such situations are appropriately resolved. The policy builds upon and is complementary to those of many of the stakeholder organizations represented on the Management Board, International Research Advisory Council, principal investigators leading Prion Institute research projects, and of the Prion Institute Executive Team.

1.0 Definitions

1.1 For the purpose of these Guidelines, the following definitions will apply:

1.1.1 **“Affected Person”** means any individual or organization directly involved in a matter being considered by the Alberta Prion Research Institute, including researchers and institutional representatives associated with contracts and/or proposals that have been submitted to the Prion Institute, and employees and representatives of organizations identified as contributing to the funding of contracts, transactions, proposals and arrangements of any sort submitted to the Prion Institute for its consideration.

1.1.2 **“Financial Interest”** includes,

- A legal or beneficial interest in securities or other derivatives of corporations or governments other than of the Government, but does not include an interest in:
 - Mutual funds;
 - Fixed value securities issued or guaranteed by a government or by a government agency;
 - A guaranteed investment certificate, or similar instrument issued by a financial institution; and
 - A registered pension plan, or employee benefit plan, an annuity or life insurance policy or deferred profit sharing plan;
 - A legal or beneficial interest in a business entity or commercial operation or in the assets of such an entity or corporation;
 - A legal or beneficial interest in real property, but does not include an interest in real property used primarily as a residence or for recreational purposes.
 - A legal or beneficial interest in a mutual fund that is operated as an investment club where,
 - Its shares or units are held by not more than 50 persons and its indebtedness has never been offered to the public;
 - It does not pay or give any remuneration for investment advice or in respect of trades or securities, except normal brokerage fees, and
 - All of its members are required to make contributions in proportion to the shares or units each holds for the purpose of financing its operations;
- 1.1.3 “**Member**” means a member of the Alberta Prion Research Institute Management Board, a member of any panel or committee struck by the Management Board, a member of the Prion Institute Executive Team, or any immediate or extended family member (including traditional, common-law and non-traditional family units);
- 1.1.4 “**Private Interest**” includes the financial or material interests of a Member and the financial or material interests of a member of the Member’s immediate or extended family;
- 1.1.5 “**Board**” includes the Alberta Prion Research Institute Management Board and Advisory Committees such as the International Research Advisory Council, Policy Committee, etc.

2.0 A Member is in a “**Conflict of Interest**” if,

1. The Member participates in an advisory, recommendatory or decision-making role in respect of a matter before the Board or any of its constituted special committees, or makes representations to another Member about what decision that Member should make, and at the same time knows or ought to know that in the decision is the opportunity, or the reasonable appearance of an opportunity, for the Member to further his or her own *Private Interest*.
2. The Member uses information that he or she acquires by virtue of his or her position but which is not available to or accessible by the general public to further his or her own *Private Interest*;
3. The Member uses their position to further his or her *Private Interest* by influencing a decision or recommendation to be made by another Member;
4. The Member accepts a fee, benefit, or gift from an organization or individual for favouring or promoting that organization or individual by virtue of their position;
5. The Member accepts an executive appointment, employment or shares in any organization that might reasonably conflict with their responsibilities to the Alberta Prion Research Institute
6. The Member discloses confidential Alberta Prion Research Institute information, to which they have access, other than to persons or organizations approved by the Alberta Prion Research Institute;
7. The Member is an *Affected Person* in a matter before the Board or any associated panels or committees;
8. The Member is from the same immediate institution or company as an *Affected Person* and interacts with the *Affected Person* in the course of his or her duties at the institution or company;
9. The Member has collaborated, published or been a co-applicant with an *Affected Person* within the last five years;
10. The Member has been a student or supervisor of an *Affected Person* for a within the last ten years;
11. The Member or the Member's spouse is a close relative of an *Affected Person* by blood lines or adoption;
12. The Member is of the opinion that he or she cannot provide an objective review of a matter before the Board.

3.0 Application

These Conflict of Interest Guidelines apply to all members, as defined in 1.1.3 above

4.0 Prohibition

No Member shall participate in the evaluation of any proposals, provide advice, participate in deliberations or participate in decision-making if a real or apparent Conflict of Interest would exist.

5.0 Procedure on Conflict of Interest

- 5.1 A Member who has reasonable grounds to believe that he or she has a Conflict of Interest in a matter that is being considered by a Board shall promptly disclose the Conflict of Interest to the Chair.
- 5.2 A Member of a Committee or Executive Team who has reasonable grounds to believe that he or she has a Conflict of Interest in a matter that is being considered by the Committee shall promptly disclose the Conflict of Interest to the Chair of the Committee.
- 5.3 If it is not entirely clear whether or not a Conflict of Interest exists, then the Member with the potential conflict shall disclose the circumstances to the Chair. The Chair will determine whether there exists a Conflict of Interest that is subject to these Guidelines
- 5.4 If the Chair has reasonable grounds to believe that the member has a Conflict of Interest in a matter that is being considered by the Board, the Member who has a Conflict of Interest shall withdraw from the meeting for the item with which he or she has the Conflict of Interest. The minutes of the meeting shall reflect the Conflict of Interest disclosure and whether the Member withdrew from the meeting when the discussion of the matter with which he or she has a Conflict of Interest occurred.
- 5.5 A Member who has a Conflict of Interest shall not comment on, make a recommendation or participate in the making a recommendation in respect of a proposal with which he or she has a conflict, nor shall the Member attempt to exert his or her personal influence with respect to the consideration of the proposal with which he or she has a Conflict of Interest either at or outside the meeting.

6.0 Acknowledgement

- 6.1 Each Member shall be required to review a copy of this policy and acknowledge in writing that he or she has done so.
- 6.2 The Chair shall maintain the original copy of every acknowledgement signed by a member.

7.0 Disclosure

- 7.1 According to the Conflict of Interest Policy, circulated to Management Board Members; I confirm that, to the best of my knowledge, I am not associated with any project, venture, business, or institute other than those specified in Part 1, that would place me in a conflict of interest as a member of the Management Board of the Alberta Prion Research Institute. If there is any change to this statement I will advise the Alberta Prion Research Institute Director. I understand that this statement will be updated on an annual basis.

**Management Board Member
Alberta Prion Research Institute**

Date

Alberta Prion Research Institute, Conflict of Interest Disclosure Form

PART 1

I have read the conflict of Interest Policy circulated to Alberta Prion Research Institute, Management Board Members. I am associated with the following project(s), venture(s), Business(s), or institution(s) in the declared manner below which have the potential for a conflict of interest with the Alberta Prion Research Institute. Business and financial interests may include employment, consulting or research contracts, and ownership or interest in businesses or participation on boards/corporations. If there is any change to this statement I will advise the Alberta Prion Research Institute Director. I understand this statement will be required to be updated on an annual basis.

1. Organization Name:
Position or relationship:
Explain briefly how a potential conflict could be resolved:
2. Organization Name:
Position or relationship:
Explain briefly how a potential conflict could be resolved:
3. Organization Name:
Position or relationship:
Explain briefly how a potential conflict could be resolved:
4. Organization Name:
Position or relationship:
Explain briefly how a potential conflict could be resolved:
5. Organization Name:
Position or relationship:
Explain briefly how a potential conflict could be resolved:

I have read the Conflict of Interest Policy for the Alberta Prion Research Institute (APRI) and confirm that, to the best of my knowledge,

_____ - I am not associated with any venture, business or institution that would place me in a conflict of interest as a Management Board Member of APRI.

_____ - I am associated with the venture(s), business(s) or institution(s) as specified above that would place me in a conflict of interest as a Management Board Member of APRI.

_____ Date _____
Management Board Member
Alberta Prion Research Institute

NON-DISCLOSURE AGREEMENT

Dated this ____ day of _____, 2008

BETWEEN

Alberta Heritage Foundation for Science and Engineering Research,
a corporation duly organized and existing under the laws of the province of Alberta, having its principal office at 2410 Manulife Place, 10180-101 Street, Edmonton, Alberta, T5J 3S4, carrying on business as Alberta Prion Research Institute.

(herein referred to as “Alberta Piron Research Institute” or “the Recipient”)

and

[Applicant]

(herein referred to as “Applicant” or “the Discloser”)

WHEREAS, [Applicant] has certain Confidential Information (as defined herein); and

WHEREAS, the Alberta Prion Research Institute requires access for itself, its employees, agents, review committee members and representatives to the Confidential Information for the purpose of evaluating the Applicant’s grant and related documentation (the “Project”);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. “Confidential Information” means all information, whether oral, written or electronic, furnished by the Discloser to the Recipient pertaining to the business and affairs of the Discloser and related information, including, without limiting the generality of the foregoing, concepts, inventions, patents, patent applications, know-how, designs, methodologies, techniques, formulations, compositions, compounds, processes, research, specifications, data, technical information, instructions, manuals, papers, financial information, marketing, manufacturing and commercial strategies, programs, devices, unique combinations of separate items that individually may or may not be generally known, items for which the Discloser is under an obligation of confidentiality to a third party, and all analyses, compilations, data, studies, reports or other documents prepared or derived therefrom, which is identified as confidential or “Proprietary” at the time it is disclosed; or information which the Disclosing Party believes is confidential and is to be orally or visually disclosed, the Disclosing Party shall so state before it is disclosed.

Confidential Information excludes, however, any information that:

(a) is or becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or the Disclosing Party's agents or representatives, or a person who is not known by the Receiving Party to be obligated (by agreement or otherwise) to keep such information confidential, or
(b) is or becomes generally available to the public other than as a result of a violation of the provisions of this Agreement.

2. Maintenance of Confidentiality. The Receiving Party shall treat all Confidential Information as strictly confidential and shall not reveal, divulge, or disclose any Information at any time, for any reason, or in any manner, to any person, including, without limitation, any employees, agents or representatives of the Receiving Party, except for those employees, agents and representatives of the Receiving Party who:
- (a) have a need to know such Information for the purpose of evaluating the Project;
 - (b) have been advised that Information disclosed to them is confidential; and
 - (c) are bound by written agreement to retain Information as if it were confidential information of the Receiving Party. The Receiving Party will be responsible for a breach of any obligation set forth in this Agreement that is caused by any of its employees, agents or representatives.

Notwithstanding the foregoing, the Receiving Party may disclose Information to the extent required by law, a court, or a governmental authority, but only if:

- (a) the Receiving Party promptly notifies the Disclosing Party of the required or requested disclosure so that the Disclosing Party may seek an appropriate protective order;
- (b) the Disclosing Party does not seek or has not obtained a protective order against disclosure of the required or requested Information;
- (c) in the absence of a protective order or a waiver by the Disclosing Party, the Receiving Party is advised in writing by its legal counsel that a reasonable likelihood exists that it will be liable for a censure, contempt, violation of law, or other penalty if it does not disclose the Information at such time; and
- (d) the Receiving Party uses reasonable efforts to obtain assurances that confidential treatment will be accorded such Information.

3. Use of Confidential Information. The Receiving Party shall use all Information solely for the purpose of evaluating the Project, and shall not use any Information for any other purpose whatsoever, including, without limitation, using any Information in any way to compete with the Disclosing Party or its affiliates. The Receiving Party hereby expressly agrees that it shall not have or acquire any right, title or interest whatsoever in or to the Information by reason of the delivery to it of such Information hereunder.
4. Return of Confidential Information. If, at any time, the Disclosing Party requests that the Receiving Party return any Information, or if either party terminates discussions concerning the Project, the Receiving Party shall promptly return all written Information, including all notes, copies, reports, analyses, synopses, summaries, compilations, and other documents that were prepared by the Receiving Party or any agent or representative of the Receiving Party and that contain or reflect, in whole or in part, any Information, provided, however, that counsel or the president for the Receiving Party may retain one copy of Information in a secure location for the sole purpose of determining its responsibility with respect to this Agreement.

5. Termination. Unless expressly authorized by the Disclosing Party in a written agreement which refers by name and date to this Agreement, the Receiving Party agrees to retain all Information in strict confidence for a period of five (5) years from the date of access to same, not to disclose or permit any of its agents, representatives or employees to disclose any Information to any third party during said time period and not to use the Information for its benefit or for the benefit of a third party during said time period.
6. Intellectual Property. All Information, without limitation, shall remain the personal and proprietary property of the Disclosing Party. The Receiving Party shall not acquire any license or other intellectual property right, title or interest in or to any of the Information disclosed to it by the Disclosing Party. Further, nothing contained in this Agreement shall be construed as an obligation on either party to enter into any further agreement relating to the Information.
7. Remedies. The parties acknowledge that a breach of the obligations imposed by this Agreement could cause irreparable and continuing injury to the Disclosing Party for which an adequate remedy at law would not exist. Therefore, if any obligation set forth in this Agreement is not performed in accordance with its terms, the Disclosing Party will be entitled, in addition to any other remedy available at law or in equity, to seek the entry of an order granting an injunction or specific performance compelling the performance by the Receiving Party of the obligations set forth herein in accordance with their terms. The parties agree to waive any requirement for the securing or posting of a bond in connection with the Disclosing Party seeking or obtaining any such remedy.
8. The Recipient will not be liable for the inadvertent or accidental disclosure by the Recipient its employees, agents, review committee members or representatives if such disclosure occurs despite the exercise of the same degree of care as it normally takes to preserve and safeguard its own Confidential Information
9. Governing Law; Legal Proceedings; Consent to Jurisdiction. The validity, construction, interpretation, and enforcement of this Agreement are governed by the laws of the province of Alberta, excluding the conflicts of laws provisions thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date and year first written above.

Alberta Prion Research Institute

Per: _____
President,

[Applicant]

4. Water Institute

Overview

Members of the AWRI Management Board and AWRI International Research Advisory Council each sign a Conflict of Interest Policy Agreement. Conflict of Interest Policy Agreements are updated on an annual basis, or at the request of a committee member if their conflict of interest status changes. At the start of each meeting, the committee chair surveys committee members to declare their conflicts or potential conflicts. Members who declare conflict are excused from the meeting when the agenda item(s) are discussed by the committee.

Conflict of interest complaints

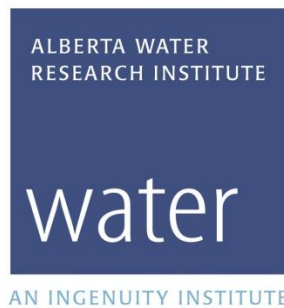
The AWRI Management Board created a Conflict of Interest Committee, consisting of three members of AWRI's Management Advisory Board, Dr. Lorne Taylor, Dr. Steve Hrudehy and Mr. Bill Berzins, all of whom have professional experience in conflict of interest and disclosure. The Conflict of Interest Committee reacts to conflict of interest complaints according to points 6 and 7 of the Non-Disclosure and Conflict of Interest Policy Agreement Process below.

Non-Disclosure and Conflict of Interest Policy Agreement Process

1. Applicants to AWRI Programs are required to provide;
 - a. A half page Non-Confidential Project Summary to be used for reviewer selection screening.
 - b. Three suggested reviewers.
2. Where AWRI has collaborative agreements with another agency to co-review or co-sponsor a program, the applicant is invited to participate in the collaboration at the application stage.
3. Applicants are given the option to sign a Non-Disclosure Agreement with Alberta Ingenuity (AWRI) at any stage of the application or review or reporting process. Non-Disclosure Agreements cannot be requested retroactively.
4. Alberta Ingenuity will forward the Non-Confidential Project Summary to reviewers. Reviewers who are not in conflict and agree to keep privy applicant information will be selected to review an application, and sign;
 - a) Conflict of Interest Agreement.
 - b) Non-Disclosure Agreement if a Non-Disclosure Agreement exists between AWRI and the Applicant/Award Holder.

Reviewers who are unwilling to enter into these agreements will not be selected.

5. Members of the Management Board, IRAC and AWRI Staff have signed Conflict of Interest Policy Agreements.
 - a) The Conflict of Interest Agreement Policy will identify venture(s), business(s) or institution(s) that would place the committee member in conflict.
 - b) The agreement will be updated on an annual basis.
 - c) Members will be polled at each meeting to identify new conflict(s).
6. The AWRI Board and COI Committee will manage Conflict of Interest and Non-Disclosure issues as they arise.
7. Appeals Process on Conflict of Interest will be addressed by the APRI Management Board Chair.



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P: (780) 423-5735
F: (780) 429-0018

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URL: www.waterinstitute.ca

Alberta Water Research Institute Conflict of Interest Policy

The Alberta Water Research Institute [AWRI] is committed to research excellence and funding of projects of the highest scientific merit. All proposals are subject to external peer review and are then adjudicated by the Water Institute’s Management Advisory Board [MAB].

This policy is intended to enable individuals to recognize and disclose situations that may be open to questions of conflict of interest and to ensure that such situations are appropriately resolved. The policy builds upon and is complementary to those of many of the stakeholder organizations represented on the MAB, the International Research Advisory Council [IRAC], program leaders leading Water Institute research projects and the Water Institute Executive Team.

Individuals participating in Water Institute programs, including members of the MAB, Committees and officers and employees are recognized as playing a unique role in the organization. They bring an important and valued perspective as a result of their particular knowledge [often as representatives of other organizations] in the field of interest of the program. Nevertheless, they are still required to disclose any financial interest or position of influence, as described in Section 5.0, in any business in the same area of interest as the program.

Policy Guidelines

1.0 Definitions

1.01 For the purpose of these Guidelines, the following definitions will apply:

1.01.01 “Affected Person” means any individual or organization directly involved in a matter being considered by the Alberta Water Research Institute, including researchers and institutional representatives associated with contracts and/or proposals that have been submitted to the Water Institute, and employees and representatives of organizations identified as contributing to the funding of

contracts, transactions, proposals and arrangements of any sort submitted to the AWRI for its consideration.

1.01.02 “Financial Interest” includes,

- A legal or beneficial interest in securities or other derivatives of corporations or governments other than of the Government, but does not include an interest in:
 - Mutual funds;
 - Fixed value securities issued or guaranteed by a government or by a government agency;
 - A guaranteed investment certificate, or similar instrument issued by a financial institution; and
 - A registered pension plan, or employee benefit plan, an annuity or life insurance policy or deferred profit sharing plan;
- A legal or beneficial interest in a business entity or commercial operation or in the assets of such an entity or corporation;
- A legal or beneficial interest in real property, but does not include an interest in real property used primarily as a residence or for recreational purposes.
- A legal or beneficial interest in a mutual fund that is operated as an investment club where,
 - Its shares or units are held by not more than 50 persons and its indebtedness has never been offered to the public;
 - It does not pay or give any remuneration for investment advice or in respect of trades or securities, except normal brokerage fees, and
 - All of its members are required to make contributions in proportion to the shares or units each holds for the purpose of financing its operations;

1.01.03 “Member” means a member of the Alberta Water Research Institute Management Advisory Board, a member of any committee or panel struck by the MAB, a member of the Water Institute Executive Team, or any immediate or extended family member (including traditional, common-law and non-traditional family units);

1.01.04 “Private Interest” includes the financial or material interests of a member and the financial or material interests of a member of the member’s immediate or extended family;

1.01.05 “Board” includes the Alberta Water Research Institute Management Board and Advisory Committees such as the International Research Advisory Council, Program and Planning Committee, etc.

2.0 Conflict of Interest

A member is in a “Conflict of Interest” if,

- 2.01 The member participates in an advisory, recommendatory or decision-making role in respect of a matter before the MAB or any of its constituted special committees, or makes representations to another member about what decision that member should make, and at the same time knows or ought to know that in the decision is the opportunity, or the reasonable appearance of an opportunity, for the member to further his or her own private interest.
- 2.02 The member uses information that he or she acquires by virtue of his or her position but which is not available to or accessible by the general public to further his or her own private interest;
- 2.03 The member uses their position to further his or her private interest by influencing a decision or recommendation to be made by another member;
- 2.04 The member accepts a fee, benefit, or gift from an organization or individual for favouring or promoting that organization or individual by virtue of their position;
- 2.05 The member accepts an executive appointment, employment or shares in any organization that might reasonably conflict with their responsibilities to the Alberta Water Research Institute.
- 2.06 The member discloses confidential Alberta Water Research Institute information, to which they have access, other than to persons or organizations approved by the Alberta Water Research Institute;
- 2.07 The member is an affected person in a matter before the MAB or any associated committees or panels;
- 2.08 The member is from the same immediate institution or company as an affected person and interacts with the affected person in the course of his or her duties at the institution or company;
- 2.09 The member has collaborated, published or been a co-applicant with an affected person within the last five years;
- 2.10 The member has been a student or supervisor of an affected person for a within the last ten years;
- 2.11 The member or the member's spouse is a close relative of an affected person by blood lines or adoption;
- 2.12 The member is of the opinion that he or she cannot provide an objective review of a matter before the MAB.

3.0 Application

These conflict of interest guidelines apply to all members, as defined in 1.01.03 above.

4.0 Prohibition

No member shall participate in the evaluation of any proposals, participate in deliberations or participate in decision-making if a real or apparent conflict of interest would exist.

5.0 Procedure on Conflict of Interest

5.01 A member who has reasonable grounds to believe that he or she has a conflict of interest in a matter that is being considered by the MAB, committee or panel shall promptly disclose the conflict of interest to the Chair.

5.02 A member of the Executive Team or a committee or who has reasonable grounds to believe that he or she has a conflict of interest in a matter that is being considered by the Executive Team or committee shall promptly disclose the conflict of interest to the Chair of the Executive Team or committee.

5.03 If it is not entirely clear whether or not a conflict of interest exists, then the member with the potential conflict shall disclose the circumstances to the Chair. The Chair will determine whether there exists a conflict of interest that is subject to these guidelines

5.04 If the Chair has reasonable grounds to believe that the member has a conflict of interest in a matter that is being considered by the MAB, the member who has a conflict of interest shall withdraw from the meeting for the item with which he or she has the conflict of interest. The minutes of the meeting shall reflect the conflict of interest disclosure and whether the member withdrew from the meeting when the discussion of the matter with which he or she has a conflict of interest occurred.

5.05 A member who has a conflict of interest shall not comment on, make a recommendation or participate in the making a recommendation in respect of a proposal with which he or she has a conflict, nor shall the member attempt to exert his or her personal influence with respect to the consideration of the proposal with which he or she has a conflict of interest either at or outside the meeting.

6.0 Acknowledgement

6.01 Each member shall be required to review a copy of this policy and acknowledge in writing that he or she has done so.

6.02 The Chair shall maintain the original copy of every acknowledgement signed by a member.

7.0 Disclosure

7.01 According to the conflict of interest policy, circulated to MAB members; I confirm that, to the best of my knowledge, I am not associated with any project, venture,

business, or institute other than those specified in Part 1, that would place me in a conflict of interest as a member of the MAB of the Alberta Water Research Institute. If there is any change to this statement I will advise the Alberta Water Research Institute Chair. I understand that this statement will be updated on an annual basis.

Management Board Member
Alberta Water Research Institute

Date



**Alberta Water Research Institute
Conflict of Interest Disclosure Form
PART 1**

I have read the conflict of interest policy circulated to Alberta Water Research Institute Management Advisory Board Members. I am associated with the following project(s), venture(s), business(s), or institution(s) in the declared manner below which have the potential for a conflict of interest with the Alberta Water Research Institute. Business and financial interests may include employment, consulting or research contracts, and ownership or interest in businesses or participation on boards/corporations. If there is any change to this statement I will advise the Alberta Water Research Institute Chair. I understand this statement will be required to be updated on an annual basis.

1. Organization Name: _____
Position or relationship: _____
Explain briefly how a potential conflict could be resolved: _____

2. Organization Name: _____
Position or relationship: _____
Explain briefly how a potential conflict could be resolved: _____

3. Organization Name: _____
Position or relationship: _____
Explain briefly how a potential conflict could be resolved: _____

I have read the conflict of interest policy for the Alberta Water Research Institute [AWRI] and confirm that, to the best of my knowledge,

- _____ I am not associated with any venture, business or institution that would place me in a conflict of interest as a member of the AWRI MAB.
- _____ I am associated with the venture(s), business(s) or institution(s) as specified above that would place me in a conflict of interest as a member of the AWRI MAB.

Management Board Member
Alberta Water Research Institute

Date

5. Centres Conflict of Interest Policy

Framework

Interactions between university researchers and the private sector are an essential feature of the Alberta Ingenuity Centres program. For the objectives of the Alberta Ingenuity Centres program to be achieved, many kinds of interactions among individuals participating in the Centre must occur. These interactions may lead to gains and benefits to the individuals participating in the Centre and are desirable and natural outcomes of being involved in the Centre. Such interactions, however, may place individuals participating in the Centre in a position of potential, apparent or actual conflict of interest.

The Alberta Ingenuity Board of Trustees is the body ultimately responsible for the integrity of all the Centres and their operations. The responsibility for implementing and managing the Conflict of Interest Policy Framework, to ensure that Centre operations and decisions are not biased by conflict of interest, is delegated to each Alberta Ingenuity Centre Management Advisory Board, which represents the highest authority in the management structure of the Centre. The Alberta Ingenuity Centre Management Advisory Boards are accountable to the Alberta Ingenuity Board of Trustees for the effective implementation and management of the Conflict of Interest Policy Framework.

Individuals participating in the Centre such as members of the Management Advisory Board and advisory committees who do not receive Alberta Ingenuity Centres funds are recognized as playing a unique role in the Centres. They bring an important perspective as a result of their particular knowledge, often as representatives of organizations in the field of interest of the Centre. Nevertheless, they are still required to disclose any financial interest or position of influence, as described in Section 2.0, in any business in the same area of interest as the Centre, other than that of their main employer. The Alberta Ingenuity Fund Conflict of Interest Policy is intended to enable Alberta Ingenuity Centre Management Advisory Board members to recognize and disclose situations that may be open to question and to ensure that such situations are appropriately resolved. The policy builds upon and is complementary to those of the organizations that make up the Alberta Ingenuity Centre Management Advisory Boards members, the Centre investigators and of the administrators.

1.0 Definitions

"Avoidance" means refraining from, or withdrawing from, participation in activities or situations that place an individual participating in the Centre in a potential, apparent or actual conflict of interest relative to his or her Centre duties and responsibilities. "Conflict of interest" means a situation where, to the detriment or potential detriment of the Centre, an individual is, or may be, in a position to use research knowledge, authority or influence for personal or family gain (financial or other) or to benefit others.

"Disclosure" means the act of notifying in writing the Management Advisory Board, through the Alberta Ingenuity Centre Manager, of any direct or indirect financial interests and positions of influence held by an individual participating in the Centre which could lead to a potential, apparent or actual conflict of interest.

"Divestment" means the sale at arm's length, or the placement in trust, of assets, where continued ownership by an individual participating in the Centre would constitute a potential, apparent or actual conflict of interest with the participant's Centre duties and responsibilities.

"Financial interest" means an interest in a business in the same area as the Centre as described in Section 2.1 below.

"Alberta Ingenuity Centres" means the Alberta Ingenuity Centres program.

"Alberta Ingenuity Centre" means a group funded under the Alberta Ingenuity Centres program.

"Alberta Ingenuity Centre Management Advisory Board" means the Board that is responsible for the overall management of the Centre and is accountable to the Alberta Ingenuity Board of Trustees.

"Alberta Ingenuity Centre Manager" means the senior managerial employee of the Centre who reports to the Management Advisory Board.

"Position of influence" includes any position that entails responsibility for a material segment of the operation and/or management of a business.

2.0 Disclosure

Upon joining the Centre, each individual is obliged to disclose in writing to the Management Advisory Board, through the Alberta Ingenuity Centre Manager, any direct or indirect financial interests and positions of influence that could lead to a potential, apparent or actual conflict of interest (examples provided in attachment). In addition, these submissions must be updated whenever the individual's circumstances change in a way that would necessitate a further disclosure. The individual also has the obligation to disclose any potential, apparent or actual conflict of interest when it arises during Centre committee or Board meetings so that the committee or Board is aware of the situation and can take appropriate action.

2.1 Financial Interest

It consists of:

- Any material stock option (e.g., 1%) or similar ownership interest in such a business, but excluding any interest arising solely by reason of investment in such business by a mutual, pension, or other institutional investment fund over which the person does not exercise control; or
- Receipt of, or the right and potential to receive, any income from such a business, whether in the form of a fee (e.g., consulting), salary, allowance, interest in real or personal property, dividend, royalty derived from licensing of technology, rent, capital gain, real or personal property, or any other form of compensation or contractual relationship, or any combination thereof.

3.0 Management of Conflict of Interest

The Alberta Ingenuity Centre Management Advisory Board or its conflict of interest subcommittee will oversee any circumstances where questions arise and will help to determine and implement the appropriate course of action. This management system is based on disclosure, as described in Section 2. All disclosures constitute confidential information that will be available to the Alberta Ingenuity Centre Board, or a subcommittee thereof, for the evaluation and resolution of any conflict of interest or allegations of conflict of interest brought before the Board or its conflict of interest subcommittee.

While it is recognized that it may be difficult to completely avoid situations of potential, apparent or actual conflict of interest, complete avoidance or an arms-length divestment Ingenuity may be required in certain cases. Such divestment should not consist of a sale or transfer of assets to family members or other closely-related persons for the purpose of circumventing the conflict of interest compliance measures as directed by the Board.

3.1 Principles

An individual participating in the Centre who is involved with, or has an interest in, or deals in any manner with a third party which might cause a conflict of interest, will not be present and participate in any Centre decisions, including committee decisions, if the declared potential conflict of interest could influence the decision or actions of the Centre. It is the obligation of the individual to declare such potential, apparent or actual conflict of interest before discussions take place so that the committee or Alberta Ingenuity Centre Management Advisory Board is aware of the situation in order to ensure that the individual is out of the room when the discussion and decision process on the item in question are taking place. This course of action should be recorded in the minutes of the meeting.

Any question raised by an individual or company regarding the potential conflict of interest of an individual will be raised at the Alberta Ingenuity Centre Management Advisory Board level and must be documented in writing. The Alberta Ingenuity Centre Management Advisory Board will determine the extent to which the question should be pursued and in such cases will consult the individual in question. If necessary, the individual will be asked to respond in writing.

3.2 Non-compliance

If an individual is discovered to be in conflict of interest where disclosure and prior approval have not been sought or granted, the Alberta Ingenuity Centre Management Advisory Board will require the individual to:

- account to the Centre for any gain or benefit made directly or indirectly, arising from an involvement with, or an interest in, or from dealing in any manner with a third party that gives rise to a conflict of interest; and
- withdraw from the involvement; or
- withdraw from the Alberta Ingenuity Centre; or
- take appropriate action as determined by the Management Advisory Board.

4.0 Review Process

An individual may request in writing, within 30 days, a review of an Alberta Ingenuity Centre Management Advisory Board' decision on conflict of interest. In certain circumstances, the Alberta Ingenuity Centre Management Advisory Board may arrange for an independent third party appointed by mutual agreement of the Centre and the Management Advisory Board, and failing such mutual agreement appointed by the Alberta Ingenuity Centres Steering Committee, to act as an intermediary to scrutinize scientific reports and budgetary information of research project(s) in which the individual participating in the Centre is involved. The intermediary would provide an opinion on the overall merit of the review, without divulging specifics of a proprietary nature to other members of the Centre. The ultimate decision on the resolution of the review rests with the Alberta Ingenuity Centre Management Advisory Board.

In cases where there is a concern with respect to decisions or actions of the Alberta Ingenuity Centre Management Advisory Board itself, this concern should be submitted in writing to the Alberta Ingenuity Board of Trustees. The Alberta Ingenuity Board of Trustees may request the Chair of the Alberta Ingenuity Centre Management Advisory Board to respond in writing to the Steering Committee. Following submission of the Chair's response, the Alberta Ingenuity Board of Trustees will decide on follow-up action.

Examples of Conflict of Interest

The following examples, although not comprehensive, illustrate situations that may lead to an indirect or direct conflict of interest:

- employment in any capacity by another employer outside the participant's, administrator's or director's university, institution or company signing the Alberta Ingenuity Centre Agreement, including self-employment;
- holding an office that puts the individual in a position to affect decisions, such as manager with executive powers, within a company, or member of a board of directors;
- participating in a research contract or consultancy relationship with a company, or serving on the board of a company;
- entering into a research contract with a company in which the participant, or a member of his/her immediate family, has a financial or other interest;
- carrying out supplementary professional scientific activities in accordance with the disclosure requirements of the participant's or director's employing organization;
- ownership of equity or other financial participation in a corporation (including stock options and shares). Participants, administrators and directors should abstain from activity in which they would have inside advantage (e.g., purchase of shares) based on the information they are privy to through membership in the Alberta Ingenuity Centre;
- accepting gifts (other than some minor hospitality) or special favours for him or herself or a member of his or her family from private organizations with which the Alberta Ingenuity Centre does business;
- influencing the purchase of equipment or materials for the Alberta Ingenuity Centre from a company in which the participant, the administrator or the director has a financial or other interest.

6. Industry Programs: Industry Associates Statement on Ethics

Members of Alberta Ingenuity Fund Peer-Review Advisory Committees

Alberta Ingenuity believes that a strong code of ethics and business conduct ensures that its operations and decisions continue to merit the trust and confidence of the public, Alberta Ingenuity employees and Alberta Ingenuity's stakeholder communities. Confidence in Alberta Ingenuity is nurtured in a consistently ethical environment where the public good as currently understood is of prime concern, the right actions are routine, integrity is evidenced in behaviour and the truth is valued, acted upon and communicated appropriately with openness. We require that the members of Alberta Ingenuity peer-review advisory committees meet very high standards of ethical behaviour in their task, and also that they are seen to do so in order to honour and enhance public confidence in Alberta Ingenuity's ability to act in the public interest and for the long term public good. Where a conflict arises between private/personal and public interests, members will be expected to take whatever measures are necessary to ensure that public interests are protected.

The members of Alberta Ingenuity peer-review advisory committees are appointed as individuals; they are not the advocates or representatives of their disciplines nor are they the delegates of any organization. Their duty is to provide the best possible objective advice and/or recommendations on the issues/applications for which their counsel is sought, based solely on the merits of the cases made to them.

Conflict of Interest

Because of the technical content of the issues they must address, or applications they must review, the advisory committees must have members who have current knowledge of the issues in research and commercialization. However, the activities which maintain that current knowledge could put individual members in situations of real, potential or perceived conflict between their personal interests and their public duties as committee members. If that should happen, there shall be full and open disclosure and the committee as a whole shall take whatever measures are required to ensure ethical behaviour and to preserve the appearance of ethical behaviour.

Alberta Ingenuity recognizes that the potential for conflict of interest will always exist when expertise and current knowledge are required to judge among competing proposals in research. To attempt to devise rules which would eliminate all potential for conflict of interest would be to risk reducing vision and expert judgment to a bureaucratic exercise. The challenge is to recognize that conflict is always possible, and to be ready to manage it so that the ultimate outcome is in the public interest.

Disclosure and Compliance Measures

Alberta Ingenuity recognizes that the first guardian of ethical behaviour is the individual committee member involved. The second guardian is the committee as a whole. Rules of disclosure and procedure can help them meet their obligations, but only if they choose to invoke them and to follow them both to the letter and in the spirit in which they were formulated.

Members must openly disclose any real, potential or apparent conflict of interest. The committee will then discuss with Alberta Ingenuity or the committee Chair what measures, if any, are

required to ensure that the public interest is protected. The Chair may seek guidance from Alberta Ingenuity before coming to a conclusion. Disclosures and compliance measures will be documented and retained for the record as necessary. However, given its particularly sensitive mission, the advisory committees might consider these rules as only minimally adequate for its purposes, and may choose to add to them.

Confidentiality and Non-Disclosure

Documentation provided by Alberta Ingenuity to members of the committee may contain personal information about applicants and/or confidential technical information about ongoing research or commercial activity. It is subject therefore to the Alberta Freedom of Information and Protection of Privacy (FOIPP) Act and other provincial information policies and regulations. As well, Ingenuity supports the guidelines outlined in the Tri-Council Policy on Integrity in Research and Scholarship.

- Documentation must be treated as strictly Confidential.
- Committee deliberations are Confidential.
- Peer review documentation provided to committee members must be used by the appointed committee members only for the purpose for which it was originally collected. It must not be used for any other purpose or discussed with or disclosed to non-committee members (without prior approval by Alberta Ingenuity).

Alberta Ingenuity recognizes, of course, that the ultimate guarantee of the integrity of the peer review process is the integrity of the individuals appointed as members of the selection committees and panels.

ACKNOWLEDGEMENT

Upon appointment, all members are required to indicate in writing that they have read, understand and accept Alberta Ingenuity's requirements concerning conflicts of interest, confidentiality and non-disclosure.

Yes

No

I agree that my name may be released in relation to this committee.

Name of Committee Member	2008 – Year
I have read, understand and accept Alberta Ingenuity Fund's requirements concerning conflicts of interest, confidentiality and non-disclosure.	
Signature (Member)	Date

Signature (Chair)

Date

2.0 Definitions

2.1 For the purpose of these Guidelines, the following definitions will apply:

2.1.1 **“Affected Person”** means any individual or organization directly involved in a matter being considered by Alberta Ingenuity, including researchers and institutional representatives associated with contracts and/or proposals that have been submitted to Alberta Ingenuity, and employees and representatives of organizations identified as contributing to the funding of contracts, transactions, proposals and arrangements of any sort submitted to Alberta Ingenuity for its consideration.

2.1.2 **“Material and Personal Financial Interests”** include,

- A legal or beneficial interest in securities or other derivatives of corporations or governments other than of the Government, but does not include an interest in:
 - Mutual funds;
 - Fixed value securities issued or guaranteed by a government or by a government agency;
 - A guaranteed investment certificate, or similar instrument issued by a financial institution; and
 - A registered pension plan, or employee benefit plan, an annuity or life insurance policy or deferred profit sharing plan;
- A legal or beneficial interest in a business entity or commercial operation or in the assets of such an entity or corporation;
- A legal or beneficial interest in real property, but does not include an interest in real property used primarily as a residence or for recreational purposes.
- A legal or beneficial interest in a mutual fund that is operated as an investment club where,
 - Its shares or units are held by not more than 50 persons and its indebtedness has never been offered to the public;
 - It does not pay or give any remuneration for investment advice or in respect of trades or securities, except normal brokerage fees, and
 - All of its members are required to make contributions in proportion to the shares or units each holds for the purpose of financing its operations;

- 2.1.3 **“Member”** means a member of Alberta Ingenuity Industry Associate Review Panel.
- 2.1.4 **“Private Interest”** includes the financial or material interests of a Member and the financial or material interests of a member of the Member’s immediate or extended family;
- 2.1.5 **“Board”** includes Alberta Ingenuity Board of Trustees and Management.
- 2.1.6 **“Chair”** means the Alberta Ingenuity Director of Industry Programs.

3.0 A Member is in a **“Conflict of Interest”** if,

- 3.1 The Member participates in an advisory, recommendatory or decision-making role in respect of a matter before the Board or any of its constituted special committees, or makes representations to another Member about what decision that Member or should make, and at the same time knows or ought to know that in the decision is the opportunity, or the reasonable appearance of an opportunity, for the Member to further his or her own *Private Interest*.
- 3.2 The Member uses information that he or she acquires by virtue of his or her position but which is not available to or accessible by the general public to further his or her own *Private Interest*;
- 3.3 The Member uses their position to further his or her *Private Interest* by influencing a decision or recommendation to be made by another Member;
- 3.4 The Member accepts a fee, benefit, or gift from an organization or individual for favouring or promoting that organization or individual by virtue of their position;
- 3.5 The Member accepts within 3 years an executive appointment, employment or shares in any organization that might reasonably conflict with their responsibilities to Alberta Ingenuity Industry Associate Review Panel.
- 3.6 The Member is an *Affected Person* in a matter before the Board or any associated panels or committees;
- 3.7 The Member is from the same immediate institution or company as an *Affected Person* and interacts with the *Affected Person* in the course of his or her duties at the institution or company;
- 3.8 The Member has collaborated, published or been a co-applicant with an *Affected Person* within the last two years;
- 3.9 The Member has been a student or supervisor of an *Affected Person* for a within the last five years;
- 3.10 The Member or the Member’s spouse is a close relative of an *Affected Person* by blood lines or adoption;
- 3.11 The Member is of the opinion that he or she cannot provide an objective review of a matter before the Board.

8.0 Application

These Conflict of Interest Guidelines apply to all members, as defined in 1.1.3 above

9.0 Prohibition

No Member shall participate in the evaluation of any project applications, provide advice, participate in deliberations or participate in decision-making if a real Conflict of Interest would exist.

10.0 Procedure on Reasonable Grounds for Conflict of Interest

- 10.1 A Member who has reasonable grounds to believe that he or she has a Conflict of Interest in a matter that is being considered by a Board shall promptly disclose the Conflict of Interest to the Chair.
- 10.2 A Member of a Committee or Executive Team who has reasonable grounds to believe that he or she has a Conflict of Interest in a matter that is being considered by the Committee shall promptly disclose the Conflict of Interest to the Chair of the Committee.
- 10.3 If it is not entirely clear whether or not a Conflict of Interest exists, then the Member with the potential conflict shall disclose the circumstances to the Chair. The Chair will determine whether there exists a Conflict of Interest that is subject to these Guidelines
- 10.4 If the Chair has reasonable grounds to believe that the member has a Conflict of Interest in a matter that is being considered by the Board, the Member who has a Conflict of Interest shall withdraw from the meeting for the item with which he or she has the Conflict of Interest. The minutes of the meeting shall reflect the Conflict of Interest disclosure and whether the Member withdrew from the meeting when the discussion of the matter with which he or she has a Conflict of Interest occurred.
- 10.5 A Member who has a Conflict of Interest shall not comment on, make a recommendation or participate in the making a recommendation in respect of a proposal with which he or she has a conflict, nor shall the Member attempt to exert his or her personal influence with respect to the consideration of the proposal with which he or she has a Conflict of Interest either at or outside the meeting.

Industry Programs: nanoWorks Statement on Ethics

Members of AIF Peer-Review Advisory Councils or Committees

Alberta Ingenuity believes that a strong code of ethics and business conduct ensures that its operations and decisions continue to merit the trust and confidence of the public, Alberta Ingenuity employees and Alberta Ingenuity's stakeholder communities. Confidence in Alberta Ingenuity is nurtured in a consistently ethical environment where the right actions are routine, the public good comes first, integrity is evidenced in behaviour and the truth is valued, acted upon and communicated appropriately with openness. We expect and require that those who conduct peer reviews for Alberta Ingenuity meet high standards of ethical behaviour in their task, and also that they are seen to do so in order to honour and enhance public confidence in Alberta Ingenuity's ability to act in the public interest and for the long term public good. Where a conflict arises between private/personal and public interests, members will be expected to take whatever measures are necessary to ensure that public interests are protected.

Those who conduct peer reviews for Alberta Ingenuity are appointed as individuals; they are not the advocates or representatives of their disciplines nor are they the delegates of any organization. Their duty is to provide the best possible objective advice and/or recommendations on the issues/applications for which their counsel is sought, based solely on the merits of the cases made to them.

Conflict of Interest

Because of the technical content of the issues they must address, or applications they must review, any Alberta Ingenuity advisory committee or council must have members who have current knowledge of the issues in research. However, the activities which maintain that current knowledge could put individual members in situations of real, potential or perceived conflict between their personal interests and their public duties as council or committee members. If that should happen, there shall be full and open disclosure and the council or committee as a whole shall take whatever measures are required to ensure ethical behaviour and to preserve the appearance of ethical behaviour.

Alberta Ingenuity recognizes that the potential for conflict of interest will always exist when expertise and current knowledge are required to judge among competing proposals in research. To attempt to devise rules which would eliminate all potential for conflict of interest would be to risk reducing vision and expert judgment to a bureaucratic exercise. The challenge is to recognize that conflict is always possible, and to be ready to manage it so that the ultimate outcome is in the public interest.

Disclosure and Compliance Measures

Alberta Ingenuity recognizes that the first guardian of ethical behaviour is the individual committee member involved. The second guardian is the council or committee as a whole. Rules of disclosure and procedure can help them meet their obligations, but only if they choose to invoke them and to follow them both to the letter and in the spirit in which they were formulated.

Members must openly disclose any real, potential or apparent conflict of interest. The council or committee will then discuss with Alberta Ingenuity or the council / committee Chair what measures, if any, are required to ensure that the public interest is protected. The Chair may seek guidance from Alberta Ingenuity before coming to a conclusion. Disclosures and compliance measures will be documented and retained for the record as necessary. However, given its particularly sensitive mission, the advisory council or committee might consider these rules as only minimally adequate for its purposes, and may choose to add to them.

Confidentiality and Non-Disclosure

Documentation provided by Alberta Ingenuity to members of the council or committee may contain personal information about applicants and/or confidential technical information about ongoing research. It is subject therefore to the Alberta Freedom of Information and Protection of Privacy (FOIPP) Act and other provincial information policies and regulations. As well, Ingenuity supports the guidelines outlined in the Tri-Council Policy on Integrity in Research and Scholarship.

- Documentation must be treated as strictly Confidential.
- Committee deliberations are Confidential.
- Peer review documentation provided to council or committee members must be used by the appointed council or committee members only for the purpose for which it was originally collected. It must not be used for any other purpose or discussed with or disclosed to non-council or -committee members (without prior approval by Alberta Ingenuity).

Alberta Ingenuity recognizes, of course, that the ultimate guarantee of the integrity of the peer review process is the integrity of the individuals appointed as members of the selection councils, committees and panels.

Upon appointment, all members are required to indicate in writing that they have read, understand and accept Alberta Ingenuity's requirements concerning conflicts of interest, confidentiality and non-disclosure.

Yes

No

I agree that my name may be released in relation to this council or committee.

Name of Council or Committee Member

Council or Committee/Year

I have read, understand and accept Alberta Ingenuity Fund's requirements concerning conflicts of interest, confidentiality and non-disclosure.

Signature

Date

REQUIREMENTS CONCERNING CONFLICTS OF INTEREST

4.0 Definitions

4.1 For the purpose of these Guidelines, the following definitions will apply:

4.1.1 **“Affected Person”** means any individual or organization directly involved in a matter being considered by Alberta Ingenuity, including researchers and institutional representatives associated with contracts and/or proposals that have been submitted to Alberta Ingenuity, and employees and representatives of organizations identified as contributing to the funding of contracts, transactions, proposals and arrangements of any sort submitted to Alberta Ingenuity for its consideration.

4.1.2 **“Financial Interest”** includes,

- A legal or beneficial interest in securities or other derivatives of corporations or governments other than of the Government, but does not include an interest in:
 - Mutual funds;
 - Fixed value securities issued or guaranteed by a government or by a government agency;
 - A guaranteed investment certificate, or similar instrument issued by a financial institution; and
 - A registered pension plan, or employee benefit plan, an annuity or life insurance policy or deferred profit sharing plan;
- A legal or beneficial interest in a business entity or commercial operation or in the assets of such an entity or corporation;
- A legal or beneficial interest in real property, but does not include an interest in real property used primarily as a residence or for recreational purposes.
- A legal or beneficial interest in a mutual fund that is operated as an investment club where,
 - Its shares or units are held by not more than 50 persons and its indebtedness has never been offered to the public;
 - It does not pay or give any remuneration for investment advice or in respect of trades or securities, except normal brokerage fees, and

- All of its members are required to make contributions in proportion to the shares or units each holds for the purpose of financing its operations;

4.1.3 “**Member**” means a member of the NIRP Steering Committee, a member of any panel or council or committee struck by the NIRP, a member of the NIRP Executive Team, or any immediate or extended family member (including traditional, common-law and non-traditional family units);

4.1.4 “**Private Interest**” includes the financial or material interests of a Member and the financial or material interests of a member of the Member’s immediate or extended family;

4.1.5 “**Board**” includes Alberta Ingenuity’s Board of Trustees and Management.

2.0 A Member is in a “**Conflict of Interest**” if,

13. The Member participates in an advisory, recommendatory or decision-making role in respect of a matter before the Board or any of its constituted special committees, or makes representations to another Member about what decision that Member or should make, and at the same time knows or ought to know that in the decision is the opportunity, or the reasonable appearance of an opportunity, for the Member to further his or her own *Private Interest*.
14. The Member uses information that he or she acquires by virtue of his or her position but which is not available to or accessible by the general public to further his or her own *Private Interest*;
15. The Member uses their position to further his or her *Private Interest* by influencing a decision or recommendation to be made by another Member;
16. The Member accepts a fee, benefit, or gift from an organization or individual for favouring or promoting that organization or individual by virtue of their position;
17. The Member accepts an executive appointment, employment or shares in any organization that might reasonably conflict with their responsibilities to Alberta Ingenuity
18. The Member discloses confidential Alberta Ingenuity information, to which they have access, other than to persons or organizations approved by Alberta Ingenuity;
19. The Member is an *Affected Person* in a matter before the Board or any associated panels or councils or committees;

20. The Member is from the same immediate institution or company as an *Affected Person* and interacts with the *Affected Person* in the course of his or her duties at the institution or company;
21. The Member has collaborated, published or been a co-applicant with an *Affected Person* within the last five years;
22. The Member has been a student or supervisor of an *Affected Person* for a within the last ten years;
23. The Member or the Member's spouse is a close relative of an *Affected Person* by blood lines or adoption;
24. The Member is of the opinion that he or she cannot provide an objective review of a matter before the Board.

11.0 Application

These Conflict of Interest Guidelines apply to all Members, as defined in 1.1.3 above

12.0 Prohibition

No Member shall participate in the evaluation of any proposals, provide advice, participate in deliberations or participate in decision-making if a real or apparent Conflict of Interest would exist.

13.0 Procedure on Conflict of Interest

- 13.1 A Member who has reasonable grounds to believe that he or she has a Conflict of Interest in a matter that is being considered by a Board shall promptly disclose the Conflict of Interest to the Chair.
- 13.2 A Member of a Committee or Executive Team who has reasonable grounds to believe that he or she has a Conflict of Interest in a matter that is being considered by a Council or Committee shall promptly disclose the Conflict of Interest to the Chair of the Council or Committee.
- 13.3 If it is not entirely clear whether or not a Conflict of Interest exists, then the Member with the potential conflict shall disclose the circumstances to the Chair. The Chair will determine whether there exists a Conflict of Interest that is subject to these Guidelines
- 13.4 If the Chair has reasonable grounds to believe that the member has a Conflict of Interest in a matter that is being considered by the Board, the Member who has a Conflict of Interest shall withdraw from the meeting for the item with which he or she has the Conflict of Interest. The minutes of the meeting shall reflect the Conflict of Interest disclosure and whether the Member withdrew from the meeting when the discussion of the matter with which he or she has a Conflict of Interest occurred.

- 13.5 A Member who has a Conflict of Interest shall not comment on, make a recommendation or participate in the making a recommendation in respect of a proposal with which he or she has a conflict, nor shall the Member attempt to exert his or her personal influence with respect to the consideration of the proposal with which he or she has a Conflict of Interest either at or outside the meeting.

7. HQP Programs

Members of AIF Peer-Review Advisory Councils or Committees

Alberta Ingenuity believes that a strong code of ethics and business conduct ensures that its operations and decisions continue to merit the trust and confidence of the public, Alberta Ingenuity employees and Alberta Ingenuity's stakeholder communities. Confidence in Alberta Ingenuity is nurtured in a consistently ethical environment where the right actions are routine, the public good comes first, integrity is evidenced in behaviour and the truth is valued, acted upon and communicated appropriately with openness. We expect and require that those who conduct peer reviews for Alberta Ingenuity meet high standards of ethical behaviour in their task, and also that they are seen to do so in order to honour and enhance public confidence in Alberta Ingenuity's ability to act in the public interest and for the long term public good. Where a conflict arises between private/personal and public interests, members will be expected to take whatever measures are necessary to ensure that public interests are protected.

Those who conduct peer reviews for Alberta Ingenuity are appointed as individuals; they are not the advocates or representatives of their disciplines nor are they the delegates of any organization. Their duty is to provide the best possible objective advice and/or recommendations on the issues/applications for which their counsel is sought, based solely on the merits of the cases made to them.

Conflict of Interest

Because of the technical content of the issues they must address, or applications they must review, any Alberta Ingenuity advisory committee or council must have members who have current knowledge of the issues in research. However, the activities which maintain that current knowledge could put individual members in situations of real, potential or perceived conflict between their personal interests and their public duties as council or committee members. If that should happen, there shall be full and open disclosure and the council or committee as a whole shall take whatever measures are required to ensure ethical behaviour and to preserve the appearance of ethical behaviour.

Alberta Ingenuity recognizes that the potential for conflict of interest will always exist when expertise and current knowledge are required to judge among competing proposals in research. To attempt to devise rules which would eliminate all potential for conflict of interest would be to risk reducing vision and expert judgment to a bureaucratic exercise. The challenge is to

recognize that conflict is always possible, and to be ready to manage it so that the ultimate outcome is in the public interest.

Disclosure and Compliance Measures

Alberta Ingenuity recognizes that the first guardian of ethical behaviour is the individual committee member involved. The second guardian is the council or committee as a whole. Rules of disclosure and procedure can help them meet their obligations, but only if they choose to invoke them and to follow them both to the letter and in the spirit in which they were formulated.

Members must openly disclose any real, potential or apparent conflict of interest. The council or committee will then discuss with Alberta Ingenuity or the council / committee Chair what measures, if any, are required to ensure that the public interest is protected. The Chair may seek guidance from Alberta Ingenuity before coming to a conclusion. Disclosures and compliance measures will be documented and retained for the record as necessary. However, given its particularly sensitive mission, the advisory council or committee might consider these rules as only minimally adequate for its purposes, and may choose to add to them.

Confidentiality and Non-Disclosure

Documentation provided by Alberta Ingenuity to members of the council or committee may contain personal information about applicants and/or confidential technical information about ongoing research. It is subject therefore to the Alberta Freedom of Information and Protection of Privacy (FOIPP) Act and other provincial information policies and regulations. As well, Ingenuity supports the guidelines outlined in the Tri-Council Policy on Integrity in Research and Scholarship.

- Documentation must be treated as strictly Confidential.
- Committee deliberations are Confidential.
- Peer review documentation provided to council or committee members must be used by the appointed council or committee members only for the purpose for which it was originally collected. It must not be used for any other purpose or discussed with or disclosed to non-council or -committee members (without prior approval by Alberta Ingenuity).

Alberta Ingenuity recognizes, of course, that the ultimate guarantee of the integrity of the peer review process is the integrity of the individuals appointed as members of the selection councils, committees and panels.

Upon appointment, all members are required to indicate in writing that they have read, understand and accept Alberta Ingenuity's requirements concerning conflicts of interest, confidentiality and non-disclosure.

Yes

No

I agree that my name may be released in relation to this council or committee.



Name of Council or Committee Member

Council or Committee/Year

I have read, understand and accept Alberta Ingenuity Fund's requirements concerning conflicts of interest, confidentiality and non-disclosure.

Signature

Date