

**ACOG REPRESENTATIVE TO ADVISORY PANEL
COPYRIGHT STATEMENT AND TRANSFER,
CONFIDENTIALITY, AND
CONFLICT OF INTEREST AGREEMENT**

I have been given the opportunity to represent the American College of Obstetricians and Gynecologists (ACOG) on the Advisory Panel of ACOG's program to update existing, and develop new, guidelines for women's preventive health services. I understand that while acting in that role, I will be serving as a volunteer and that I may write or contribute to written works, may collaborate with others on written works, and may permit ACOG to use works that I wrote before my appointment to the Panel. (The written works described in this paragraph are hereinafter collectively referred to as the "Works").

Copyright Transfer

I hereby assign, convey, and otherwise transfer to ACOG, all rights, title, interest, and copyright ownership I may have in the Works. This assignment of rights to ACOG includes but is not limited to the rights to publish, reproduce and distribute copies, in print, electronic, or other media, whether or not in use at the time of execution of this Agreement, and to claim copyright in the Works throughout the world for the full duration of the copyright and any renewals or extensions thereof. I understand and agree that ACOG has the right to identify itself as the author of the Works, and I specifically waive any "moral" or "artist" right with regard to the Works.

I hereby represent and warrant that I am the author of the Works, that the Works are original and have not been published previously (except for any material in the public domain and any material from previously copyrighted works obtained by permission or assignment and properly credited to the copyright holder), and that the Works shall not infringe any copyright or violate any other right of third parties (including the right of privacy), or be libelous or obscene or in any way illegal.

Further, I represent and warrant that submission of the Works complies with all applicable state and federal laws and regulations that apply to privacy and the disclosure of personal health information, such as, the Health Insurance Portability and Accountability Act of 1996, the regulations promulgated thereunder, and the Health Information Technology for Economic and Clinical Health Act of 2009. I also represent and warrant that I have obtained, prior to submission, any necessary patient authorizations. I agree that I shall maintain such authorizations and shall inform ACOG in a timely manner of any revocation by a patient of such authorizations.

Confidentiality Agreement

I agree that any information belonging to or regarding ACOG that is not generally publicly known or available, whether or not such information would constitute a trade secret under statutory or common law, that is disclosed to or discovered by me during the course of my membership on the Advisory Panel (hereinafter, "Confidential Information") shall be considered confidential and proprietary to ACOG. I agree that I shall maintain all Confidential Information in confidence; shall employ reasonable efforts to ensure the security of the Confidential Information; shall not

disclose the Confidential Information to any third party; and shall not use the Confidential Information except as necessary to serve as a member of the Advisory Panel.

Should I receive a subpoena directing disclosure of any Confidential Information, I shall immediately inform ACOG and will not impede ACOG in responding to the subpoena.

Moreover, I agree that I shall keep confidential and not publish, or disclose to third parties, any information developed or created by the Advisory Panel without the prior consent of ACOG.

Conflict of Interest

I agree that, with regard to my work as ACOG’s representative to the Advisory Panel, I shall comply with the ACOG Conflict of Interest Policy (attached) and shall complete the accompanying disclosure form. I will provide the completed disclosure form to ACOG within 30 days of execution of this Agreement and shall promptly provide updated disclosures as needed.

I acknowledge that the opportunity to serve as ACOG’s representative to the Advisory Panel constitutes the entire consideration due to me for the rights I have transferred, and the promises, representations, and warranties I have made, and I further agree to hold ACOG harmless from any breach of the foresaid representations and warranties.

Advisory Panel Committee

Date

Signature

Please print name



The American College of
Obstetricians and Gynecologists
WOMEN'S HEALTH CARE PHYSICIANS

ACOG
FOUNDATION

ACOG CONFLICT OF INTEREST DISCLOSURE POLICY

ACOG relies on its volunteer leadership and staff to avoid actual and potential conflicts of interest as well as situations that may create the appearance of conflict of interest.

ACOG may adopt additional conflict of interest policies for members serving in certain positions. In addition, some ACOG activities may require additional procedures regarding disclosure of actual or potential conflicts. Such additional procedures must be approved by the Executive Vice President and CEO, in consultation with the Chief Legal Officer, before implementation.

1. Scope. The purpose of this policy is to describe situations that may create a potential or actual conflict of interest, define the obligation to disclose such situations, and outline a process for handling a potential or actual conflict of interest. This policy applies to all Executive Board members; district and section officers, members of councils, committees (including liaison members) and task forces; volunteers, authors, and consultants; all ACOG employees; and any other individuals who are required to comply with this policy by contract (each a "Covered Individual").

ACOG expects Covered Individuals to use sound judgment and good faith in identifying actual and potential conflicts of interest with the broad objective of disclosing any activity or position that may give rise to a conflict. Covered Individuals are required to follow both the letter and the spirit of this policy. In fulfilling their duties for ACOG, Covered Individuals must act in the best interests of ACOG and not in furtherance of personal or third-party interests. Covered Individuals have an obligation to ensure that ACOG maintains a bias-free decision-making process and to avoid all potential conflicts of interest.

2. Conflict of Interest. A conflict of interest may arise when a Covered Individual has some interest or obligation that has the potential to create divided loyalty on the part of the Covered Individual's loyalty between ACOG and some other organization or cause. A conflict of interest may arise from a transaction between ACOG and a third party, or from a Covered Individual's volunteer, paid, or other financial relationship with a third party, which may compromise a Covered Individual's ability to provide unbiased judgment and undivided loyalty to ACOG.

3. Disclosures. Annually, or more often if requested, each Covered Individual must complete and submit a Disclosure Form detailing all financial (in excess of \$100), business or other interest in any company, organization, service, product or other concerns that might affect or be affected by ACOG activities. In addition, the Covered Individual must disclose all such interests held by his or her family members and business associates of which he or she has knowledge. Family members include the person's spouse, domestic partner, children, parents and other members of the household. A

business associate is someone with whom the Covered Individual has a business relationship.

Examples of interests that must be disclosed include: ownership of stock (not including stocks held in blind trusts, mutual funds or exchange traded funds over which the individual has no control); substantial gifts; employment; consultancy arrangements; faculty appointments; arrangements with medical, scientific, or related publishers to write articles or to provide editorial services; pharmaceutical investigation or research support; honoraria; or a volunteer position with another non-profit. If the Covered Individual has any uncertainty as to whether certain information should be disclosed, he or she should include that information in the disclosure.

Each Covered Individual must update the Disclosure Form if any significant changes or additions to the submitted information arise during the course of the year.

4. Process. Disclosed information shall be provided to the Executive Vice President and CEO, and shared with the volunteer leadership, ACOG staff, and other parties responsible for or involved in the relevant activity or subject, as needed. Any Covered Individual who has an actual or potential conflict of interest in any proposed ACOG activity or subject shall remove him or herself from discussions and actions involving that subject, unless an ACOG vice president or senior staff person requests the Covered Individual to participate.

If there is uncertainty about whether a conflict of interest exists, the question shall be presented for determination by the Executive Vice President and CEO in consultation with the Chief Legal Officer, as necessary. It is important that all individuals subject to the conflict of interest policy understand the importance of full cooperation with this policy to assure maximum integrity of ACOG activities.

Approved by the Executive Boards: December 2016

Revised for name changes: January 2018 and June 2018



The American College of
Obstetricians and Gynecologists
WOMEN'S HEALTH CARE PHYSICIANS

ACOG

FOUNDATION

ACOG CONFLICT OF INTEREST DISCLOSURE FORM

You must read the ACOG Conflict of Interest Disclosure Policy before completing this form. Please note that all potential conflicts of interest must be disclosed. This includes interests that are not financial in nature. Examples of interests that must be disclosed include:

- book projects
- relationships with technology companies
- product development
- employment and volunteer positions
- ownership of stock (not including blind trusts, mutual funds or exchange traded funds over which the individual has no control)
- gifts
- consultancy arrangements
- faculty appointments
- arrangements with medical, scientific, or related publishers to write articles or to provide editorial services
- pharmaceutical investigation or research support
- honoraria
- a position with another organization in the same or related field
- a personal relationship or other interest with the potential to influence or create divided loyalty with your ACOG responsibilities

I have read the ACOG Conflict of Interest Disclosure Policy and I understand that I am required to comply with the policy. To the best of my knowledge, I, my family members, and my business associates have no material interest, whether financial or non-financial, that might affect or be affected by my College or ACOG Foundation activities, except as follows (write "none" if you have no disclosures and attach additional pages if necessary):

Signature: _____ Date: _____

Name: _____

ACOG Position(s): _____