



PROPRIETARY INTEREST DISCLOSURE POLICY

Policy

The Institute for Childhood Preparedness (ICP) values honesty and integrity. We understand that non-disclosed conflicts can lead to mistrust. We also recognize that our instructors are experts in their respective fields and may conduct professional activities outside of those conducted on behalf of the Institute for Childhood Preparedness. It is the policy of the Institute for Childhood Preparedness to require instructors to disclose proprietary interest in any product, instrument, device, service, technology or material discussed during Institute for Childhood Preparedness courses, events, seminars, and/or presentations. These disclosures include the source of any third-party compensation related to the presentation. This policy also applies to those individuals who are designing or developing course content or curriculum.

Purpose

The purpose of this policy is to ensure that individuals involved in designing or delivering training disclose any proprietary interest as well as the source of any compensation related to the event, course, seminar and/or presentation. The intent of this requirement is to disclose to the learner if the instructor has a vested interest in any product, instrument, device or materials that may be used in the learning event. If the instructor receives any share of the royalties or profits from the product promotion or endorsement, the interest should be disclosed to the learner.

Responsibility

This policy applies to all developers, designers and instructors either employed by or under contract with the Institute for Childhood Preparedness. The Institute for Childhood Preparedness Executive Director oversees adherence to this policy.

Processes and Procedures

Prospective developers, designers, and instructors (where employees or contractors) must disclose existing proprietary interests relevant to the instructional topics during contract negotiations. The proprietary interests must be listed in the contract or employment documents prior to execution and shall be updated yearly, or as otherwise needed. If an employee or contractor acquires a proprietary interest after the contract is executed, but before the yearly disclosure occurs – they must immediately make the Executive Director aware.

Each disclosure will be reviewed by the Executive Director, who will determine the appropriate course of action. In some cases, ICP may allow an instructor, designer or developer with proprietary interests to conduct professional development activities, provided that appropriate disclosure of such interest is made. In other cases, the proprietary interest may be grounds to prevent the employee or contractor in contributing to a particular project.

When disclosures are necessary, the disclosure of proprietary interest will be made on course materials and at the beginning of the course verbally by the instructor. This verbal notification must be made within the first five minutes of the course.

Examples of appropriate documentation include a written statement distributed with handouts, or a statement included on one of the early slides in a slide presentation.

Each case will be reviewed on an individual basis and a course of action determined. For context, some examples of appropriate disclosures may be the following:

“The Instructor holds patent rights to the instrument”

“The Instructor has a financial interest in this instrument”

“The instructor is a consultant to the (name of Company)”

“The instructor owns more than 10% of stock in (name of Company)”

Employees or contractors with proprietary interest of any kind are required to refrain from product or service endorsements of any kind and shall agree not to advertise, promote, endorse or market their interest during educational instruction at any time.

Acknowledgement and Compliance

No ICP employee or contractor may present or assist in presenting a CEU learning event until all pertinent proprietary interests have been disclosed. All employees and contractors must submit the Conflict of Interest Disclosure Form (provided below) prior to the beginning of their employment or contract. If it is not received, the employee or contractor shall not be allowed to work and will not receive any compensation. Additionally, all instructors must have a current signed Conflict of Interest Form submitted on an annual basis and also updated when any changes occur. Failure to comply may be considered grounds for disciplinary action in the case of employees, or contractual remedy in the case of contractors.

Acceptance and Retention

The Institute for Childhood Preparedness Executive Director directly receives all form submission via info@childhoodpreparedness.org. The Executive Director is responsible for ensuring all Policy Acknowledgments are received in a timely manner and are current. The Executive Director is also responsible for electronic retention of all Policy Acknowledgements.

Revision History

Revision Number	Revision Date	Author	Approved by	Effective Date
1	December 12, 2019	A Roszak	A Roszak	January 1 2020
2	November 16, 2020	A Roszak / A Lowery	A Roszak	December 1, 2020

Conflict of Interest Disclosure Form

Note: A potential or actual conflict of interest exists when commitments and obligations are likely to be compromised by the developer, designer or instructor's material interests, or relationships (especially economic), particularly if those interests or commitments are not disclosed.

This Conflict of Interest Form should indicate whether the developer, designer or instructor(s) has an economic interest in, or acts as an officer or a director of, any outside entity whose financial interests would reasonably appear to influence the teaching, course content or interaction with clients. The developer, designer or instructor(s) should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest. This disclosure form, consistent with our conflict of interest policy, must be filled out for all designers, developers and instructors - including contractors. Failure to adhere to this policy can result in forfeiture of work and wages, and/or termination of employment or contract.

Date:

Name:

Position:

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

_____ I have no conflict of interest to report.

_____ I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

1. _____
2. _____
3. _____

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: _____

Date: _____

Submit to info@childhoodpreparedness.org