15 CONFLICT OF INTEREST

15.1 Policy for Conflict of Interest

Quality assurance Area (s)	Marks and Standards
Applies to	☒ Staff only ☐ Learners only ☐ Staff and learners
Policy Owner	President

15.1.1 Purpose

This policy sets out the principles that the College adopts to ensure that employees and contractors avoid ethical, legal, financial, or personal relationships that may be, or be perceived to be, conflicts of interest, and ensure that their activities and interests do not conflict with their obligations to the College.

15.1.2 Scope

This policy and its associated procedure apply to College employees and others who are:

- External examiners
- Invigilators
- any other person/s appointed or engaged by The College to perform duties or functions on its behalf such as, among others, consultants, contractors and advisors.

15.1.3 Policy

All employees and contractors of the College should avoid ethical, legal, financial, or personal relationships that may be, or be perceived to be, conflicts of interest, and ensure that their activities and interests do not conflict with their obligations to Innopharma.
This policy and procedure outline the responsibilities and process for identifying, disclosing and managing conflicts of interest in Innopharma.
In the event of employees, contractors and consultants dealing with personal data of any employee or registered learner of Innopharma, by signing this conflict of interest form, agrees that that are a processor as defined in Article 28 of the GDPR and that the College is a controller of the data for the purposes of GDPR.

15.1.3.1 Definition of a conflict of interest

A conflict of interest is a conflict between an employee, consultant or contractor's duty to act in the best interests of the College, and their private interests. A conflict of interest is deemed to exist whether it is:

- actual
- potential (given the circumstances a conflict could arise)
- perceived (it could reasonably be viewed that a conflict exists, or could arise)

Conflicts of interest may arise where there is a financial interest, or through favour or prejudice as a result of friendship or animosity, or through personal or emotional involvement with an individual or group.

It is the duty of all employees and contractors of the College to identify and disclose conflicts, or potential or perceived conflicts of interest and it is the duty of the College to manage such

conflicts. Except in exceptional circumstances, as determined by the Board, the interests of the College will be balanced against the interests of the member and resolved in the College's favour.

15.2 Procedure for Dealing with Conflict of Interest.

15.2.1 Employees:

Employees must ensure that any and all conflict or potential conflict between their private interests and their duties to the College are promptly identified, communicated to their supervisor and managed.

15.2.2 External Persons:

Contractors, consultants and external examiners for each contract they agree with the College must ensure that any and all conflict or potential conflict between their private interests and their duties agreed with the College under the terms of their contract are promptly identified and communicated to the relevant authority within Innopharma.
Ethical considerations and conflict of interest, actual or perceived, must be considered and declared by the proposed appointee.
The instances listed below are given as examples. They are not intended to comprise an exhaustive list of situations where a conflict of interest might arise.
Independence could be compromised, or perceived to be compromised, for the following groups:

- Current or previous appointment holders in the provider making the application for validation (e.g. employees, consultants, guest lecturers/trainers, external examiners/authenticators, research supervisors and such like).
- Former employees, directors, consultants and graduates (except for learner representatives) of the College.
- Persons who have had long-standing service, or who are retired from their employment with the College.
- Collaborators in joint projects (including research initiatives) involving the College. Where an assessor is concerned regarding existing minor collaborations in a particular field of study or at any institutional level, they should consult with the Director of Academic Affairs and Undergraduate Programmes.
- Persons who have a potential future conflict of interest.
- Persons with family or other relationship with any members employed by or attending the College might have a conflict of interest.
- Persons with direct financial interest of any sort, including the holding of shares in a company associated with the College.
- Direct competitors in a particular industry or professional environment or in a specific geographical location may have a conflict of interest but will not automatically be deemed to be conflicted.

Since cases can arise where the possible appearance of a conflict of interest is not generally know, the primary responsibility for disclosing such a possibility rests with the person proposed for the role.
The College requires that persons appointed to these roles enter into a confidentiality agreement with the College stating that they will not divulge details of confidential discussions or distribute any documents other than as necessary for the conduct of the role.

Completed Conflict of Interest forms will be held in a Conflict of Interest Register (see below, under Disclosure).
Where there is uncertainty as to whether a conflict of interest exists, advice should be sought from the Director of Academic Affairs and Undergraduate Programmes, the Director of Programmes and/or the HR Department.

15.2.3 Disclosure of Conflicts or Potential Conflicts of Interest

Employees, contractors and consultants and external examiners of The College are required to disclose in writing, to the Board (which is responsible for Corporate Governance), through the relevant senior manager, and on the appropriate form, any conflict that may arise between the member's personal interests and interests of Innopharma.
Completed conflict of interest forms and records of decisions made with regard to conflicts of interest will be stored in the College's Conflict of Interest Register. Any employee, contractor or consultant of The College shall be entitled, on written request to the President of the College (or CEO) consult and be given copies of entries about him/her in the Conflict of Interest Register. This Register will be maintained in accordance with the College's Record Retention Policy.

15.3 Managing Conflict of Interest

15.3.1 Avoiding conflict of interest

Avoiding a conflict of interest which poses an unacceptable risk to, or impact on, the College's interests is the preferred strategy.
To avoid a conflict of interest, the individual involved may be removed from the decision-making process in relation to the matter concerned or requested to relinquish the private interest which is creating the conflict.

15.3.2 Accept and reduce the conflict of interest

A conflict of interest may be reduced by ensuring that the individual has restricted involvement in the relevant matter, or that another qualified individual or organisational area takes responsibility for the matter.

15.3.3 Sharing the conflict of interest

A conflict of interest may be shared by involving a third party to oversee part or all of the decision-making process that deals with the relevant matter.

15.3.4 Retaining the conflict of interest

A conflict of interest may be retained, and the individual continues to be involved in the matter concerned, subject to a regular review of the situation. This response is only suitable for low risk conflicts of interest.

15.3.5 Failure to disclose a conflict of interest

Employees have an obligation to disclose and manage conflicts of interest. Failure to comply with this policy and procedure, including refusal to take any reasonable action as directed to resolve a conflict of interest, may constitute misconduct or serious misconduct which may result in disciplinary action or termination of employment.
Where an external consultant or contractor is involved in the College's decision-making processes they are required to abide by the College's policies and procedures for conflicts of interest. It should also be understood by them that breaches of this policy and procedure may result in referral to a relevant external statutory authority and/or agency and that they may take action as a result of such a referral.

The Director of Academic Affairs and Undergraduate Programmes is responsible for maintaining a record of the names and affiliations of expert panellists, examiners and other external experts associated with the College.

15.3.6 Conflict of Interest Form:

All expert panellists, examiners and other external experts associated with the College are required to complete the conflict of interest form attached in Appendix 15.A.

Appendix 14.A Conflict of Interest Form

GDPR Agreement:
This agreement ("Agreement") is made between the College and External Examiner/Subject Matter Expert, hereinafter referred to as the Appointee. The College and the Appointee have agreed to enter into this agreement for the purposes of ensuring compliance with Data Protection Legislation, inter alia, Regulation 2016/679 of the European Parliament and of the Council (General Data Protection Regulation) (hereinafter "the GDPR"). Terms used herein are as defined in the GDPR unless otherwise defined.
The College processes appropriate personal data of the Appointee, for the purpose of fulfilling its role in respect of the appointment.
The Appointee processes data on behalf of the College for the purpose of fulfilling their role as outlined in the College's quality assurance procedures.
The College and the Appointee have agreed that the Appointee is a processor as defined in Article 28 of the GDPR as they carry out processing of data on behalf of the College. The College is a controller of the data for the purposes of the GDPR.
This Agreement is limited to personal data provided by the College to the Appointee and to personal data provided by the relevant provider to the Appointee, and to personal data duly shared between appointees, for the purposes of fulfilling their role, (hereinafter "the data"). This data may include:

(a) Personal data associated with the College;
(b) Personal data of members of staff of the College;
(c) Personal data of enrolled learners or prospective learners of the College.

This data should not be used by the Appointee for any other purpose other than the carrying out of their role. The Appointee shall not transfer personal data to a third country or an international organisation (as defined in the GDPR), unless required to do so by Union or Member State law, in such a case the Appointee shall inform the College of that legal requirement before processing.
The Appointee understands that they are bound by the terms of the Confidentiality Clause which they has separately entered into.
The Appointee shall not engage another processor for the processing of the data without prior specific written authorisation of the College as per Article 28.2 of the GDPR. For the avoidance of doubt, the College hereby gives prior specific written authorisation to the Appointee to share the data with the other persons appointed to carry out the role, and this Agreement applies equally to all data received by the Appointee from fellow appointees in relation to carrying out the role.
The data held by the Appointee for each instance of their carrying out the role should be deleted at the end of each cycle, unless otherwise instructed in writing by the College. Any hard copy data shall be shredded; if shredding facilities are not available to the Appointee then they shall be returned to the College.
The Appointee will implement appropriate technical and organisational security measures to protect the personal data in their possession. The Appointee will ensure that these measures comply with the requirements of the GDPR.
As required by Article 33(2) of the GDPR, the Appointee will inform the College of any personal data breach without undue delay. The Appointee will cooperate with any enquiries or investigations by the Data Protection Commissioner. The Appointee will assist the College in ensuring compliance with the College's obligation to respond to requests for exercising the

data subject's rights laid down in chapter III of the GDPR. The Appointee will cooperate fully with the College to ensure compliance with the obligations of the College pursuant to articles 32 to 36 of the GDPR.
The Appointee will make available to the College all information necessary to demonstrate compliance with the obligations laid down in this Article and allow for and contribute to audits, including inspections, conducted by the College or another auditor mandated by the College.
This Agreement terminates at the same time as the agreement between the College and the Appointee in relation to their carrying out the role. Notwithstanding the expiry or termination of this Agreement for any reason, the provisions of this Agreement shall continue to apply to any personal data in the possession of either party which was covered by the agreement.
This agreement shall be governed by Irish law and subject to the exclusive jurisdiction of the Irish courts.
Persons selected must complete the following declaration:
Declarations:
I wish to declare the following interests and understand that this declaration will be material to my appointment:

Please state 'None' if applicable.

I have read the above and confirm that I do not have any conflicts of interest in participating in the role as (Independent Chair of the Academic Council/External Examiner/External Subject Matter Expert)
I understand that the documentation and materials I receive in my role are confidential. I understand that materials are provided for purpose of my fulfilling the role only and must not be distributed or used for other purposes. This applies equally to any copies made for back-up purposes.
I acknowledge that I have read and understood the GDPR Agreement included above and as a condition of my appointment by signing here I agree to be bound by its terms.

Signed: _____ Date: _____

Name : _____

Entered on College Register: _____ Date: _____

Appendix 14.B Conflict of Interest Declaration

Declarations:
I wish to declare the following interest(s):

Please state 'None' if applicable.

Or:
I have read the above and confirm that I do not have any conflicts of interest in fulfilling my functions.

Signed: _____ Date: _____

Name : _____

Entered on College Register: _____ Date: _____