

**CONFLICTS OF INTEREST AND NON-DISCLOSURE AGREEMENT
FOR FIND PERSONNEL & PARTNERS
(the “Agreement”)**

SECTION 1. PURPOSE

1. FIND is a Swiss non-profit foundation, recognized by the Swiss government as an international organization under Swiss UID No. [CHE-110.162.567](#). With headquarters located in Geneva, Switzerland, FIND has offices in India, Vietnam and South Africa. Its mission is to turn complex diagnostic challenges into simple solutions to overcome diseases of poverty and transform lives. FIND is therefore subject to scrutiny by and accountable to its donors, Swiss governmental authorities as well as to general stakeholders operating in the Global Health arena. All of FIND’s Personnel and Partners must act in compliance with FIND’s [Code of Conduct and Ethics](#) (the “**Code**”) whose terms are hereby incorporated by reference.
2. This Agreement sets out the obligations between FIND and its consultants, agents, interns, volunteers, representatives, service providers, and independent contractors (“**Partners**”) as well as FIND’s officers, employees and board members, including those in FIND’s affiliated offices around the world who have been requested to sign this Agreement (“**Personnel**”), and imposes obligations on them in addition to compliance with FIND’s Code. All references to FIND’s Partners or Personnel in this Agreement shall refer to the person(s) signing this Agreement in the section indicated below. By signing this Agreement, FIND’s Partners and Personnel agree to exercise their utmost good faith and honesty in all transactions that they are involved in for FIND, and that they shall not use their relationship with FIND or any knowledge gained therefrom improperly, or for the benefit of any third parties who have not been pre-approved by FIND. They agree to assume a duty of loyalty and care to FIND in all of their activities for FIND, which must be their first priority in all decisions and actions for FIND, and to inform FIND of any transactions or arrangements in which they may have any interests that may be relevant to or affected by FIND’s activities.
3. This Agreement is in addition to any employment or consultancy agreements the Partner or Personnel may have with FIND, whose terms shall prevail in case the provisions of this Agreement should be inconsistent or incompatible with those contained in that employment or consultancy agreement. This Agreement clarifies the obligations of FIND’s Partners and Personnel, especially if their employment or consultancy agreement has been signed in the name of a legal entity or another person. It imposes additional obligations pursuant to Section 4 (Conflicts of interest) and Section 6 (Proprietary and confidential information) of FIND’s Code, and the provisions of this Agreement should be read and interpreted as being subject to, and in conformity with, the Code (the terms of this Agreement will prevail over the Code in the event of any ambiguity or inconsistencies between them). It is noted that FIND Personnel are also subject to additional fiduciary and employment obligations in accordance with applicable local laws, and the terms of this Agreement are intended to be added to and not to replace any obligations that may arise as a matter of law.

SECTION 2. CONFLICTS OF INTEREST

In the course of their activities for FIND, Partners and Personnel are likely to have dealings with diverse entities such as private organisations, public and academic institutions, and charitable and other organisations involved in the Global Health arena. If any Partner, Personnel or a **Family Member** of any Partner or Personnel has significant employment or other interests, or any relationship having the potential to create actual or perceived conflicts of interest, the existence of such an interest or relationship must be disclosed to FIND in accordance with this Agreement. The term “Family Member” as used in this Agreement means the “immediate family” of any Partner or Personnel who lives in the household of the Partner or Personnel. “Immediate family” includes any spouse, child, stepchild, grandchild, parent, stepparent, grandparent, sibling, mother- or father-in-law, son- or daughter-in-law or brother- or sister-in-law, including adoptive relationships.

1. Conflicts of interest arise when personal, social, financial or political interests may be placed before those of FIND or the people and/or organisation(s) it seeks to serve, or when they may be perceived as doing so. While the right to privacy in FIND’s Partners’ and Personnel’s personal activities, political interests and financial affairs must be respected, FIND’s Partners and Personnel are responsible for avoiding situations that could present any real conflicts between their own interests, those of their Family Members, and those of FIND or the people and/or organisation(s) FIND serves. In avoiding such actual or apparent conflicts of interest, Partners and Personnel shall exercise sound judgment to the best of their ability, at all times, and in the best interests of FIND, rather than based on personal interests, relationships, pressures or any impact they may have on themselves or any Family Members.
2. Although it is impossible to address every situation in which a conflict of interest may arise, the following are (non-exhaustive) examples of situations to be avoided:
 - a) Being bound by any external employment or consultancy activity that may prevent a Partner or Personnel from being able to devote appropriate time and attention to his/her responsibilities and obligations to FIND
 - b) Receiving any amount of cash or anything of significant value, including personal gifts or loans, from any individual or company with which FIND has dealings or competes with FIND. “Significant value” means any item the value of which exceeds US\$50;
 - c) Taking advantage of or seeking to obtain personal gain from, any opportunity learned of in the course of doing any work for FIND that could have benefitted FIND, or was exercised to FIND’s detriment or the persons it serves ;
 - d) Owning stock or other proprietary interests in any third party dealing with FIND (other than a known employer or pre-approved third party);
 - e) Holding office, serving on the board, participating in management, consulting for or being otherwise employed with any third party dealing with FIND and without FIND’s knowledge or prior written consent; or
 - f) Using FIND’s time, personnel, equipment, supplies, or goodwill for purposes other than FIND-approved activities, programs, and purposes.
3. FIND requires that all FIND Partners or Personnel disclose all circumstances that could give rise to a potential conflict of interest with FIND and the entities it serves, by filling out and submitting a signed Declaration of Interest Form (“**DOI Form**”) to FIND in accordance with the model form provided at **Annex A** to this Agreement. The DOI Form is based on a WHO model form. By signing this Agreement, FIND’s Partner or Personnel hereby agrees to fill out this DOI Form completely, truthfully and accurately, including any details that may be relevant to ensuring there are no conflicts of interest with FIND.
4. The existence of any of conflicts of interest as described above must be disclosed before any work is carried out or conducted by any Partner or Personnel by sending a written memo or e-mail to FIND’s Head of Operations detailing the suspected conflict of interest, or by filling out an EthicsPoint notification form via Internet in accordance with the Code. [Redundant]
5. It shall be the continuing responsibility of every Partner or Personnel to scrutinize his/her activities and other business interests and relationships for potential conflicts and to immediately make such disclosures known to the Head of Operations of FIND in writing whenever she/he identifies such a conflict of interest.

SECTION 3. NON-DISCLOSURE OBLIGATIONS

1. As used herein, "CONFIDENTIAL INFORMATION" shall mean any and all information, know-how and data provided to a FIND Partner or Personnel in the course of his/her activities for FIND, whether financial, technical or non-technical, which relates to any products, services, business secrets, intellectual property, technology, customers, business relations, business plans, or like information that is not generally available in the public domain, whether provided in writing or other visual or audible form (such as, for example, a presentation, physical prototype, physical sample, photograph, diagram, videotape, electronic file, or recording).
2. "CONFIDENTIAL INFORMATION" includes all information disclosed to a FIND Partner or Personnel in the course of any activities undertaken for FIND that was declared by the disclosing party to be "Confidential" or "Proprietary" at the time of its disclosure to that person, or which the Partner or Personnel should have known to treat as confidential or proprietary information given its nature, whether or not it was actually labelled as such at the time of its disclosure. CONFIDENTIAL INFORMATION, however, shall not include any information, know-how or data that:
 - a) Was already known to the Partner or Personnel prior to his/her entering into a relationship with FIND, as evidenced by written documents; or
 - b) Became publicly available through no fault of FIND's Partner or Personnel; or
 - c) Was received by the Partner or Personnel from a third-party who had a legal right to provide it; or
 - d) Was developed independently by the Partner or Personnel, outside of any activities relating to FIND, and without referring to any CONFIDENTIAL INFORMATION.
3. Unless expressly authorised by FIND otherwise in writing, FIND's Partner or Personnel: (i) shall keep all CONFIDENTIAL INFORMATION separately and in confidence for a period of five (5) years from the date of receiving it; (ii) shall not disclose such CONFIDENTIAL INFORMATION to any third-party during said time period without FIND's prior written permission; and (iii) shall not use the CONFIDENTIAL INFORMATION for his/her personal benefit or for the benefit of any third-party save as approved of by FIND. FIND's Partner or Personnel shall be entitled, however, to provide CONFIDENTIAL INFORMATION to such persons as may be necessary to carry out services to FIND, provided that such persons shall have previously agreed in writing to be bound by the terms of this Agreement or shall be bound by similar obligations of professional secrecy (e.g., doctors, lawyers, or accountants).
4. Within thirty (30) days following a written request by FIND, the Party or Personnel shall return or destroy all CONFIDENTIAL INFORMATION received by her/him pursuant to any activities undertaken for FIND, except that one copy may be kept for legal purposes only by their legal advisors, as evidence of what was received.
5. The undersigned FIND Partner or Personnel agrees to exercise the same care and safeguards with respect to any CONFIDENTIAL INFORMATION as it provides to similar information, know how or data of its own or any employer she/he works for, and in any event no less than a reasonable duty of care. He/she also hereby represents and warrants that she/he shall not provide FIND with any information, know how or data that she/he is not entitled or authorised to communicate to FIND, and that FIND may freely use all information, know-how and data provided by FIND's Partner and Personnel, save as may be expressly indicated otherwise in writing.
6. If a FIND Partner or Personnel is required by any governmental agency, administrative agency tribunal, court or other quasi-judicial or regulatory body to disclose any CONFIDENTIAL INFORMATION received under this Agreement, he/she shall not be liable for such disclosure, provided she/he gave notice to FIND as promptly as reasonably possible of her/his requirement to disclose such information, and FIND's Partner or Personnel shall assist FIND, whenever possible and requested to do so, to contest any requirement to provide it.

SECTION 4. MISCELLANEOUS PROVISIONS

1. This Agreement shall enter into effect as of the date it was signed by FIND's Partner or Personnel as indicated below, or as of the effective date of any separate consultancy or employment agreement entered into by that person or their employer with FIND, if executed prior to the execution date of this Agreement (the "**Effective Date**") and shall remain in effect for the duration of engagement with FIND; and in addition as set forth under Section 3 Part 3 (i), all CONFIDENTIAL INFORMATION shall be kept in confidence for a period of five years from the date of receipt of CONFIDENTIAL INFORMATION.
2. Nothing contained herein shall be construed, either expressly or implicitly, to grant any rights to any intellectual property rights of FIND or of any third parties, unless otherwise set forth in a separate agreement.
3. This Agreement shall be construed, interpreted and applied in accordance with Swiss law. The parties hereby consent to the non-exclusive jurisdiction of the courts of the Republic and Canton of Geneva, Switzerland or such other courts as any party to this Agreement may deem necessary to enforce the provisions of this Agreement anywhere in the world, should it have reason to believe it may require an injunction, temporary restraining order or other interim relief in any such country.
4. Subject to any limitations that may be imposed by Swiss law, any dispute arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation or (if mediation is unsuccessful within sixty (60) days from the appointment of the mediator) by expedited arbitration in accordance with the WIPO Rules for mediation and expedited arbitration in effect at the date of such dispute. The language to be used in all proceedings shall be English. The place of any mediation or arbitration shall be Geneva, Switzerland.
5. This Agreement can be modified only by a written document executed by each party. It may be signed in several copies, each of which shall be deemed to be an original hereof.
6. **The person signing this Agreement below as FIND's Partner or Personnel represents and warrants that she/he has the authority to execute this document as a binding agreement and that he/she agrees to be personally bound by the provisions contained in this Agreement. She/he also warrants and represents that all DOI Forms she/he fills out will be completely accurate and truthful to the best of his/her knowledge and belief.**

IN WITNESS THEREOF, the parties identified below have caused this Agreement to be executed by their undersigned duly authorized representatives as of the Effective Date.

[See next page for signatures]

FIND PARTNER

FIND PERSONNEL

By: _____

[Name]

[Title]

By: _____

[Name]

[Title]

Address:

Tel:

Email:

Date: _____

Date: _____

**ANNEX A
DOI FORM**

All FIND Partners and Personnel must fill out this form and disclose any circumstances that could represent a potential conflict of interest (i.e., any interest that may affect, or may reasonably be perceived to affect, the expert's objectivity and independence). You must disclose on this Declaration of Interest (DOI) form any financial, professional or other interest relevant to the subject of the work or meeting in which you have been asked to participate in or contribute towards, and any interest that could be affected by the outcome of the meeting or work. You must also declare relevant interests of your Family Members (see definition above) and, if you are aware of it, relevant interests of other parties with whom you have substantial common interests and which may be perceived as unduly influencing your judgement.

Name: _____

Organization: _____

E-mail Address: _____ Tel: _____

Please answer each of the questions below. If the answer to any of the questions is "yes", briefly provide more details of these circumstances in the space provided below or as an annex to this form if needed. Please provide the names of all companies, organizations or institutions involved, who they interests relate to (e.g., yourself, a Family Member or partner), and the estimated value of this interest. The term "you" refers to yourself and your immediate Family Members. "Commercial entity" includes any commercial business, an industry association, research institution or other enterprise whose funding is significantly derived from commercial sources with an interest related to the subject of the meeting or work. "Organization" includes a governmental, international or non-profit organization.

I. EMPLOYMENT AND CONSULTING

Within the past 3 years, have you received remuneration from a commercial entity or other organization with an interest related to the subject of any work you will be doing for FIND?

1a. Employment (please name your employer below) Yes/No

1b. Consulting, including service as a technical or other advisor (please name your client(s) below) Yes/No

II. INVESTMENT INTERESTS

Do you have current investments (e.g., proprietorships, partnerships, joint ventures, board memberships, controlling interest in a company) valued at more than US \$1,000 overall in a commercial entity with an interest related to the outcome of any projects handled by FIND or that you are advising on? Yes/No

III. INTELLECTUAL PROPERTY

Do you have a personal interest in any intellectual property rights (Patents, trademarks, or copyrights, including pending applications) that might be enhanced or diminished by any projects being handled by FIND or that it is advising on? *Yes/No*

IV. ADDITIONAL INFORMATION

4a Will your work for FIND enable you to obtain access to a competitor's confidential proprietary information, or create for you a personal, professional, financial or business competitive advantage? *Yes/No*

4b To your knowledge or belief, would the outcome of any work you do for FIND benefit or adversely affect interests of others with whom you have substantial common personal, professional, financial or business interests (such as Family Members, close professional colleagues, administrative unit or department)? *Yes/No*

4c. Is there any other aspect of your background or present circumstances not addressed above that might be perceived as affecting your objectivity or independence? *Yes/No*

V. TOBACCO OR TOBACCO PRODUCTS

Within the past 3 years, have you had employment or received research support or other funding from, or had any other professional relationship with, an entity directly involved in the production, manufacture, distribution or sale of tobacco or tobacco products or representing the interests of any such entity? *Yes/No*

EXPLANATION OF "YES" RESPONSES: If the answer to any of the above questions is "yes", check above and briefly describe the circumstances in spaced indicated above. You may attach any annexes or more detailed responses if necessary.

[See next page for signature]

CONSENT TO DISCLOSURE:

By completing and signing this form, you consent to the disclosure of any relevant conflicts FIND may identify to any third parties FIND may be working with.

DECLARATION. I hereby declare that the information disclosed in this form is true, accurate and complete to the best of my knowledge and belief.

Should there be any change to the above information, I will promptly notify FIND's Head of Operations and describe these changes. This includes any change that occurs during any project I work on for FIND.

Read and agreed to by:

Signature: _____

Date: _____