

President: Professor David Gordon FRCP FMedSci

## WFME staff and advisers participation agreement

This Participation Agreement contains the requirements for participation by WFME Executive Council Recognition Committee Members, Recognition Team Members, and WFME staff (“WFME Representatives”) in activities related to WFME recognition of medical school accreditation agencies.

The requirements for participation are in four categories:

1. Avoidance of Conflicts of Interest
2. Duty to Maintain Confidentiality
3. Work for Hire Agreement and Assignment
4. Hold Harmless Statement

LAST NAME: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_ MIDDLE INITIAL: \_\_\_\_\_

DATE: \_\_\_\_\_

### PART 1: AVOIDANCE OF CONFLICTS OF INTEREST

**A. Recognition Team Evaluations and Recognition Decisions.** I understand and agree that I (the “WFME Representative” or “Representative”) may not participate in an evaluation, or in discussions or voting at WFME meetings, if the accrediting agency being evaluated or discussed is:

1. One in which the Representative or an immediate family member (defined as a spouse, life partner, child, parent, or sibling) has been connected as an administrative officer, staff member, employee, or contracted agent within the past five years.
2. One in which the Representative or an immediate family member has interviewed for employment within the past two years.
3. In such close geographic proximity to the agency or institution of the Representative that the accrediting agency involved can reasonably be considered as competing with the agency or institution of the Representative for financial advantage.
4. Part of an organisation where the Representative is employed.

5. Engaged in substantial cooperative or contractual arrangements with the employer of the Representative or an immediate family member.
6. One that has engaged the Representative or an immediate family member as a paid consultant within the past five years. Provision of short-term services (such as giving guest lectures) is not considered consulting that poses a conflict of interest.
7. One in which the Representative or an immediate family member has any financial, political, professional, or other interest that may conflict with the interests of WFME.
8. One in which the Representative believes that there may be a conflict due to other circumstances, such as participation in review for other organisations, close personal relationships with individuals at the accrediting agency, and the like.
9. One in which the accrediting agency has reason to believe, and can document to the satisfaction of WFME, that the participation of the Representative could be unfairly prejudicial.

**B. Consultations.** No Representative will act as a paid or unpaid consultant on WFME recognition matters during their service with WFME, and for a period of three years after completion of their service to WFME, to any accrediting agencies subject to WFME recognition, unless such consultation is authorised by WFME.

**C. WFME Discretion.** Whenever in these guidelines a term is not expressly defined, the definition of such term and its potential for creating a conflict of interest shall be at the sole discretion of the WFME President or, upon the President's determination, at the sole discretion of WFME.

## **PART 2: DUTY TO MAINTAIN CONFIDENTIALITY**

I understand and agree that, in connection with my service to WFME, I may be exposed to confidential information regarding WFME, its activities, and its members, including confidential information relating to the recognition of agencies that accredit medical education programs (the "Confidential Information"). In order to protect the Confidential Information, and WFME's interest in maintaining the confidentiality of the Confidential Information, I hereby promise that I will not make copies of, disclose, discuss, describe, distribute, or disseminate, in any manner whatsoever, either orally or in written form, any Confidential Information that I receive or generate, or any part of it, and I will not use such Confidential Information for personal or professional benefit or for any other reason, except directly in connection with my service to WFME. I acknowledge that a breach of this promise of confidentiality could result in irreparable damage to the WFME and its mission, as well as to the public.

## **PART 3: WORK FOR HIRE AGREEMENT AND ASSIGNMENT**

I understand and agree that any and all original material that I contribute in connection with my service to WFME shall be deemed to be a work made for hire for WFME. To the extent that such contribution is not deemed to be work made for hire under United States copyright laws, or is not similarly treated under the copyright laws of any other country, I hereby assign to WFME all rights, title, and interest in such contribution, including the right to sue for infringement.

## PART 4: HOLD HARMLESS STATEMENT

I understand and agree that the decision to participate in WFME activities, including, but not limited to, attending meetings or travelling to any destination in support of those activities, is completely voluntary. I hereby agree to hold WFME, and its officers, directors, members, employees, and agents, harmless from any complaint, claim, or damage arising out of or in connection with any attendance at, travel to, or participation in, any and all WFME activities.

### ATTESTATION

I have read and understand the terms I am agreeing to and the promises I am making by signing this WFME Participation Agreement and I agree to be legally bound by them. I understand and agree that if I fail to honour the commitments I have made, I shall forfeit any eligibility for indemnification that I may have under the bylaws of WFME or otherwise.

Agreed to	
Print name:	
Title:	
Signature:	
Date:	

Agreed to: World Federation for Medical Education	
Print name:	
Title:	
Signature:	
Date:	

Note: In 2017 the document design was updated. The content remains unchanged.