



Policy/Procedure

Policy # 17

Subject: Speaker Funding and Conflict of Interest

Effective Date: February 2006

Reviewed by: Vice President

Approved by: APIC MN Board of Directors Revision

Revision Dates: 4/2021

POLICY:

1. Conflict of interest: Persons speaking at APIC MN events shall (a) declare when they represent any vendor or vendor's product, and (b) declare conflicts of interest (or lack of) at the introduction of the presentation
2. Speaker Funding: When financial support is provided to APIC MN by vendors for speakers, payment and documentation shall be completed prior to the event. APIC MN will remain liable for payment.

PURPOSE

To clarify expectations for speaker payments, conflict of interest, and IRS documentation.

PROCEDURE:

1. Prior to educational events, APIC MN Education and Conference Committee shall obtain from speakers the forms listed below. This is a minimal requirement and committees may choose to use additional forms that are consistent with APIC National guidelines to suit their needs:
 - a) Conflict of Interest and Disclosure of Financial Relationships Agreement (Attachment A for this policy)
 - b) Presenter/Author Release Form (Attachment B for this policy)
2. Speakers who decline APIC MN speaker payments or honorariums will indicate declination on the Conflict of Interest and Disclosure of Financial Relationships Agreement Form.
3. Signed copies of Conflict of Interest and Disclosure of Financial Relationships Agreement and Presenter/Author Release Form will be retained with the educational records related to the session for 1 year (See APIC MN Policy 18, Document Retention).
4. Speaker rates paid with APIC MN funds are described in APIC MN



Policy/Procedure

Policy # 17

Conference Committee Job Descriptions and APIC MN Education Committee Chair Job Description.

5. Vendor supported honorariums:
 - a) Conflict of Interest and Disclosure of Financial Relationships Agreement must be signed by the vendor prior to the educational event
 - b) The vendor must indicate to APIC MN prior to the event whether they will directly pay the speaker or donate money to APIC MN. Payment of the sponsorship from the vendor prior to the event, as a donation is preferred.*
 - c) Speaker honoraria funded by vendor are determined by the vendor.
 - d) In the event the vendor donation exceeds the speaker honorarium and/or expenses, APIC MN will clarify with the vendor how to manage the balance of the donation
 - e) If APIC MN is paying speaker honorarium that exceeds \$600.00, speaker will complete W9 and committee chair will submit W9 to treasurer.

RESOURCES

APIC Chapter Leader Resource
Guide APIC Treasurer's Manual

ATTACHMENTS

Attachment A: Conflict of Interest and Disclosure of Financial Relationships Agreement
Attachment B: Presenter/Author Release Form

*as recommended by National APIC legal counsel



Policy/Procedure

Policy # 17

Attachment A: Conflict of Interest and Disclosure of Financial Relationships Agreement

Commercial Support is defined as financial or in-kind contributions given by a commercial interest, which is used to pay all or part of the cost of the educational activity. **All presenters and planning partners for APIC Minnesota (APIC MN) activities must disclose any financial relationships with commercial interest(s).** These include relationships that have occurred within the last 12 months, related to the content of the activity or providing grant support to the activity, including financial interest for spouses/partners.

At the beginning of each of their presentations, presenters are required to verbally disclose any financial relationship(s) information to the learners. Presenters are also required to display a slide at the beginning of their presentation(s) containing disclosure information. If there are no financial relationships to disclose, you are required to indicate 'nothing to disclose.'

The intent of the disclosure(s) is to provide attendees, prior to the beginning of the learning activity, with information on which they can make their own independent judgments pertaining to program content. APIC MN will review and identify potential conflicts of interest, and resolve all conflicts of interest prior to your participation in the learning activity. Conflicts of interest may occur when individuals have both a financial relationship with a commercial interest and the opportunity to affect the content of learning activity about the products or services of that commercial interest. Presenters who fail to provide adequate disclosure, consistent with this policy, will be prohibited from participation as presenters or planners in any APIC MN educational activities.

If you agree to comply with the APIC MN Conflict of Interest and Disclosure of Financial Relationships Agreement, please complete the form and sign below.

- ☐ **I have read and AGREE to the terms and conditions of the APIC MN Conflict of Interest and Disclosure of Financial Relationships Agreement**
- ☐ **I have read and DO NOT AGREE to the terms and conditions of the APIC MN Conflict of Interest and Disclosure of Financial Relationships Agreement****
- ☐ **I am declining honorarium for this presentation**

****NOTE:** Presenters who fail to provide adequate disclosure, consistent with this policy,



Policy/Procedure

Policy # 17

will be prohibited for one year from participation as faculty members or planners in any APIC MN educational activity.

Faculty Signature:	Faculty Printed Name:
Signature Date:	

Attachment B: Presenter/Author Release Form



All Continuing Education Activity Contributors must complete this form)

I, _____, (insert faculty name) certify the following:

- I have participated sufficiently in the work to take public responsibility for the content of the presentation and have given final approval of the version to be presented.
- My presentation represents valid work and that my presentation does not, in whole or in part, copy or otherwise infringe upon the copyright or other proprietary right of another party.
- I have obtained, and will deliver if requested, written authorization to disclose any identifiable or potentially identifiable private health information of patients discussed in my presentation.
- I hereby grant APIC MN permission to video and/or audio record my presentation for future use and post handouts on the APIC MN website with appropriate faculty acknowledgement
- If applicable: I understand that my presentation will be distributed over the Internet using streaming media technology

For APIC MN Copyrighted Material:

- I will not, at any time or for any purpose, make use of, disseminate, or reproduce any APIC MN copyrighted material without the express written consent of APIC MN.

_____ Printed Name

_____ Signature