

NRESi BMAP Project Participant Conflict of Interest and Improper Influence Agreement



The 1 April 2015 amendment with Chevron for the Project, “*Implementing Protocols for Biodiversity Monitoring and Assessment*”, adds specific clauses about conflict of interest and improper influence to our Contribution Agreement effective 1 April 2015 (see Appendix I). The amendment defines the **Recipient’s Research Project Team** as “*any UNBC person involved in conducting BMAP research inclusive of all involved principal investigators, postdoctoral fellows, research associates, research assistants, technicians, and graduate students*”. All members of the Recipient’s Research Project Team must sign an acknowledgement that they will abide by the Conflict of Interest and Improper Influence provisions in the amendment.

Acknowledgement of Conflict of Interest Provisions

By signing this Agreement, I certify that in addition to abiding by all aspects of the UNBC Conflict of Interest Policy, I will not (a) give to, or receive from, any director, employee or agent of Contributor or its Affiliate in connection with the Services, any gift, entertainment or other benefit of significant cost or value, or any commission, fee or rebate; or, (b) enter into any business arrangement with any director, employee or agent of Contributor or its Affiliate (other than as a representative of Contributor or its Affiliate) without giving prior written notice to Contributor.

Acknowledgement of Improper Influence Provisions

By signing this agreement, I further certify that I will not offer or make any payment, or offer or give anything of value to any Government Official, any immediate family member of a Government Official or any political party to influence the Government Official’s or organization’s decision, or to gain any other advantage for Contributor Group, Recipient’s Research Project Team or any of them arising out of this Contract. In addition, I further certify that I shall not offer or make any payment or offer or give anything of value to any person if I know or have reason to believe that any portion of the payment or gift will be given directly, indirectly or through a third party to any Government Official, any immediate family member of any Government Official or any political party.

Notification Provision

By signing this agreement, I agree that before taking any action that may potentially violate these Conflict of Interest and Improper Influence Provisions, I will ask the Research Project Team Leader (the “Leader”) or designate about any actual or perceived violation. I acknowledge that the Leader may be required to notify the University’s Risk Management office and the Contributor of the violation.

Any violations of the above provisions will result in the immediate cancellation of the BMAP project and any remaining funds as of the date of such a violation will be returned to the Contributor.

(Print Name)	(Signature)	(Date)
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One-up Witness Signature (Principal Investigator / Research Manager)

(Print Name)	(Signature)	(Date)
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Appendix I: Excerpt from the Phase II Contribution Agreement 1 April 2015 Amendment

- 20.5 **Recipient's Research Project Team** is defined as “*any UNBC person involved in conducting the BMAP research inclusive of all involved principal investigators, postdoctoral fellows, research associates, research assistants, technicians, and graduate students*”.
- 20.6 **All members of the Recipient's Research Project Team** will sign an acknowledgement that they will abide by the Conflict of Interest (20.7) and Improper Influence (20.8) provisions in the amendment.
- 20.7 **Conflict of Interest.** In addition to abiding by all aspects of the UNBC Conflict of Interest Policy, no member of Recipient's Research Project Team may (a) give to, or receive from, any director, employee or agent of Contributor or its Affiliate in connection with the Services, any gift, entertainment or other benefit of significant cost or value, or any commission, fee or rebate; or, (b) enter into any business arrangement with any director, employee or agent of Contributor or its Affiliate (other than as a representative of Contributor or its Affiliate) without giving prior written notice to Contributor.
- 20.8 **Improper Influence.** No member of Recipient's Research Project Team may offer or make any payment, or offer or give anything of value to any Government Official, any immediate family member of a Government Official or any political party to influence the Government Official's or organization's decision, or to gain any other advantage for Contributor Group, Recipient's Research Project Team or any of them arising out of this Contract. In addition, no member of Recipient's Research Project Team shall offer or make any payment or offer or give anything of value to any person if the member knows or has reason to believe that any portion of the payment or gift will be given directly, indirectly or through a third party to any Government Official, any immediate family member of any Government Official or any political party.
- 20.9 **Reporting Violations, Reimbursement and Termination.** The Recipient's Research Project Team shall immediately notify Contributor of any violation of Section 20.7 or 20.8. In addition to any other remedies to which Contributor may be legally entitled and notwithstanding termination of this Contract, Recipient shall reimburse or issue a credit to Contributor equal to any benefit that paid in violation of these Sections. The Recipient's liability pursuant to this section 20.9 is limited to the amount of the Contributor's Contribution remaining at the time of termination pursuant to this section 1.3. Notwithstanding any other provision of this Contract, Contributor has the right to terminate this Contract at any time pursuant to Section 20.9 for any violation of Section 20.7 or 20.8, and Contributor is not obligated to pay Recipient for any Services performed after the date of the violation or event in question.