



The American College of
Obstetricians and Gynecologists
WOMEN'S HEALTH CARE PHYSICIANS

ACOG Volunteer Agreement

Serving as an ACOG volunteer is an opportunity to make important contributions to women's health and the profession of obstetrics and gynecology. As a volunteer, you may be asked to contribute to the development of ACOG positions, policies, and content. Any clinical guidelines, books, other documents, publications, apps, or other work product (collectively, "Products") that you help create as an ACOG volunteer will be ACOG's intellectual property. To protect the value and integrity of ACOG's Products, policies, and positions, volunteers are asked to sign this Volunteer Agreement.

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In consideration for the opportunity to serve in my volunteer position for the American College of Obstetricians and Gynecologists, I agree to the following:

1. **Confidentiality of Product Development:** I acknowledge that in my volunteer position, I will have access to information about ACOG's efforts to develop Products. I acknowledge and agree that all such information is confidential, proprietary information that belongs to ACOG. I shall not disclose such information to anyone without ACOG's prior written approval. This obligation to maintain the confidentiality of information about ACOG's Product development shall continue until such information becomes public (other than through any action by me) or ACOG notifies me in writing that the information is no longer confidential.
2. **No Competition in Product Development.** I agree that during the term of my volunteer position I will not participate in the development or creation of a Product, including by serving as an advisor or subject matter expert, that could be competitive to any ACOG Product related to my ACOG volunteer position or about which I am aware, without ACOG's prior written approval.
3. **Product Development.** I understand that any involvement I may have (including serving as an advisor or as a subject matter expert) in Product development outside of my ACOG volunteer position may create a conflict of interest. I agree to disclose any such Product development activities on my Conflict of Interest Disclosure Form. (For example, writing a book chapter on an ob-gyn topic while serving on an ACOG committee must be disclosed to allow ACOG to assess whether a conflict of interest exists.)
4. **No Commercial Benefit; Media and Public Representation.** I agree that I will not use my position as an ACOG volunteer to promote any women's health related products or services. I agree that I will not represent ACOG in the media, or in any other forum, without ACOG's prior approval.

5. License and Certification. I agree that I will notify ACOG immediately if there has been any adverse action taken against my medical license in any jurisdiction, or if I am no longer certified by the American Board of Obstetrics and Gynecology, Inc.
6. Compliance with Policies. I hereby represent that I have read the following ACOG policies and agree to comply with their terms:
 - ACOG Conflict of Interest and Disclosure Policy
 - Meetings Anti-Harassment Policy
 - Harassment-Free Workplace Policy
 - Bylaws*
 - Code of Professional Ethics*
 - Confidentiality Policy
 - Statement of Values
 - Whistleblower Policy
 - Applicable Internal Revenue Service Tax Rules
 - Policy on Public Statements by ACOG Officers and Those Seeking Nomination for Office

Current versions of the above documents may be found at www.acog.org.

* Committee members who are not ACOG Fellows are not required to comply with the Bylaws and the Code of Professional Ethics.

7. Copyright. I agree to the Volunteer Copyright Statement and Transfer Agreement.

In addition, (check any that apply):

I am an employee of the United States Government

I am acting on behalf of my employer in my volunteer role with ACOG and understand that if any Products or element of a Product has been written as part of my duties as an employee, an authorized representative of my employer must also sign a copyright transfer agreement. [NOTE: Checking here requires your employer to complete an institution copyright transfer agreement]

I am volunteering as an official liaison/representative for _____ [organization] and understand that if any Product or element of a Product has been commissioned by my organization, an authorized representative of my organization must also sign a copyright transfer agreement. [NOTE: Checking here requires your organization to complete an institution copyright transfer agreement]

8. Photo Release. Please note that ACOG may take photographs and/or videos of the meetings I attend in my capacity as an ACOG volunteer, which may include my image. I acknowledge that by signing this form, I grant to ACOG the right and permission to take such photos, videos, and/or other recordings and to post, publish, reproduce, edit, assign, exhibit, and distribute them in any medium. I also hereby irrevocably authorize ACOG to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. I agree to hold harmless, release, and forever discharge ACOG from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

9. Conflict of Interest Disclosure Form. As part of your volunteer activities, you must complete the ACOG Conflict of Interest Disclosure Form. All potential conflicts of interest, as defined in the ACOG Conflict of Interest and Disclosure Policy, must be disclosed on the Form, including any interest in a company, organization, service, product or other concern that might affect or be affected by ACOG activities. This includes both financial interests in any dollar amount and subject matter interests. You also must disclose such interests held by a spouse or domestic partner. Please note that participation in ACOG activities is contingent upon your timely completion of the Form and your cooperation in resolving any conflicts. ACOG reserves the right to exclude any person who fails to comply with the evaluation and conflicts resolution process.

Please indicate your current volunteer position(s) in ACOG, including, as applicable, the name of the committee or task force to which you are appointed, or other volunteer position in which you serve.

Signature: _____

Name: _____ Date: _____

Email Address: _____

RETURN TO: _____



ACOG CONFLICT OF INTEREST AND DISCLOSURE POLICY

This Conflict of Interest and Disclosure Policy (“**Policy**”) applies to all volunteers and employees of the American College of Obstetricians and Gynecologists (“**ACOG**” or the “**College**”) so that ACOG can ensure that all who perform work or volunteer for the organization are acting in the best interest of ACOG and its mission, vision, and core values.

In addition, this Policy is established in order to: (a) help ACOG volunteers and employees meet their ongoing responsibility to disclose any interests that conflict or may appear to conflict with the interests of ACOG; and (b) protect the interests of ACOG when it is contemplating entering into any transaction, agreement or other arrangement that might benefit the private interest of an ACOG volunteer or employee.

This Policy supplements but does not replace any applicable state and federal laws governing conflicts of interest applicable to charitable organizations. Certain ACOG policies also provide additional requirements that are rooted in avoidance of conflicts of interest, including but not limited to ACOG’s Confidentiality Policy, Statement of Values, and Code of Professional Ethics.

1. Definitions

a. “Covered Individual” as used in this Policy means:

- All ACOG employees;
- All members of the ACOG Board of Directors or advisory bodies;
- All District and Section Officers¹
- All members (including liaisons) of Councils, Work Groups, Committees, and Task Forces;
- All other volunteers;
- All authors of ACOG publications;
- All consultants; and
- All other individuals who are required to comply with this policy by contract (whether directly or through the individual’s employer).²

¹ Whether serving in office, elected or appointed to office and waiting to start their term(s), nominated for office, or otherwise seeking office.

² For certain activities, ACOG has procedures and/or processes regarding conflict of interest disclosure beyond the scope of this ACOG Conflict of Interest Disclosure Policy. These procedures and/or processes are communicated to applicable individuals by the relevant ACOG staff. For instance, ACOG’s CME activities adhere to ACCME’s *Standards for Integrity and Independence in Accredited Continuing Education* and require CME planners, faculty, or others who may control educational content to complete ACOG’s *Identification, Mitigation, and Disclosure of Relevant Financial Relationships* form.

- b. “Key Person” as used in this Policy means:
- Board of Directors members
 - National Officers-elect
 - District Chairs-elect
 - Executive Leadership Staff of ACOG
 - Other individuals who may be identified by ACOG
- c. “Relevant Company” as used in this Policy means:
- Pharmaceutical company
 - Manufacturer of medical instruments, devices or equipment
 - Genetic testing company
 - Certifying body
 - Medical membership organization or other nonprofit organization
 - Any other company or organization engaged in the development, marketing, selling, reselling, or distributing of products in the health care industry, including, but not limited to, educational products, software, artificial intelligence, and professional journals

2. Conflict of Interest

A conflict of interest may arise when a Covered Individual has some interest or obligation that has the potential to create divided loyalty on the part of the Covered Individual’s loyalty between ACOG and some other organization or cause, or that might affect or be affected by ACOG activities. This can occur in the context of a relationship with a for-profit company, a nonprofit organization, or any other entity, including but not limited to, those that engage in work similar or related to ACOG’s work.

To fulfill their duties to ACOG, Covered Individuals must disclose any interest in a company, organization, service, product or other concern that might affect or be affected by ACOG activities. This includes both financial interests in any dollar amount and subject matter interests. Covered Individuals also must disclose such interests held by a spouse or domestic partner.

Examples of interests that must be disclosed include, but are not limited to:

- ownership of stock or other financial interest in a Relevant Company, but not including stocks held in a blind trust, mutual fund or exchange traded fund over which the individual has no control;
- consulting fees, royalties, honoraria, in-kind services, or payments of any kind from a Relevant Company;
- accepting anything of value in excess of \$50 at one time, with a maximum annual limit of \$250 for personal use from one Relevant Company;
- employment or ownership interest in a Relevant Company;
- Serving on an advisory board or other leadership position in a Relevant Company

- consultancy, advisor or speaker arrangements;
- faculty appointments;
- arrangements with medical, scientific, or related publishers to write articles or to provide editorial services;
- arrangements with genetic testing or technology companies;
- arrangements with manufacturers of medical instruments, devices or equipment;
- pharmaceutical investigation, except those conducted in accordance with federal requirements;
- research projects or support, except those conducted in accordance with federal requirements;
- medico-legal consulting;
- product development;
- royalties or patent beneficiary

If there is any uncertainty as to whether information should be disclosed, the Covered Individual should err on the side of caution and include the information on their disclosure Form.

3. Disclosures

Each Covered Individual is expected to complete an ACOG Conflict of Interest Disclosure Form (“**Form**”) consistent with this policy on an annual basis. Each Covered Individual must submit an updated Form if any changes or additions arise during the course of the year. Covered Individuals also may be asked to update the Form throughout the year.

Covered Individuals must disclose their own information and all such interests held by a spouse or domestic partner.

Upon receipt of the Form, relevant ACOG staff will review any disclosures and confer with the Covered Individual regarding a proposed resolution of any actual, potential or perceived conflicts. Participation in ACOG activities is contingent upon the Covered Individual’s cooperation in resolving any conflicts. ACOG reserves the right to exclude any person who fails to comply with the evaluation and conflicts resolution process.

4. Heightened Requirements for Key Persons

In addition to complying with the above conflict of interest disclosure and conflicts resolution requirements, **Key Persons must adhere to heightened requirements and avoid any of the following activities:**

- Being employed by a Relevant Company;
- Being on a speakers’ bureau of a Relevant Company;
- Having a financial interest in a Relevant Company in excess of \$5,000, except if in a blind trust, exchange traded fund or mutual fund investment.

Additionally, it will be considered a conflict of interest if Key Persons fail to comply with (1) ACOG’s established guidelines for relationships with the health care industry, Committee Opinion #541, *Professional Relationships With Industry*, November 2012 (reaffirmed 2020), as may be

revised from time to time; and (2) ACOG's Policy on Public Statements by ACOG Officers and Those Seeking Nomination for Office.

Key Persons have a continuing responsibility to comply with these requirements. Key Persons must immediately inform ACOG's Legal Department if they believe, for any reason, that they have failed to comply or may fail to comply with these heightened requirements.

Approved by the Board of Directors: November 2022

ACOG CONFLICT OF INTEREST DISCLOSURE FORM

Instructions: Each year, ACOG Board members, employees and volunteers are required to review ACOG's Conflict of Interest and Disclosure Policy ("Policy") and complete this ACOG Conflict of Interest Disclosure Form ("Form") to advise ACOG of any actual, potential or perceived conflicts of interest. You must read the Policy in its entirety before completing and signing this Form. You must disclose any interests that conflict or *may appear to conflict* with the interests of ACOG, including both financial interests in any dollar amount and subject matter interests. You also must disclose all such interests held by a spouse or domestic partner.

1. Do you or your spouse/domestic partner own stock (not including blind trusts, mutual funds, or exchange-traded funds over which the individual has no control) or other financial interests in a Relevant Company?

Yes No

If you answered yes above, please provide a comprehensive explanation: _____

2. Are you or your spouse/domestic partner currently receiving any of the following from a Relevant Company:
 - a. Consulting fees
 - b. Royalties
 - c. Honoraria
 - d. In-kind services
 - e. Payments of any kind

Yes No

If you answered yes above, please provide a comprehensive explanation: _____

3. Do you or your spouse/domestic partner currently hold any of the following positions at a Relevant Company:
 - a. Board membership, whether executive or advisory position
 - b. Leadership position
 - c. Speakers bureau
 - d. Consulting arrangement
 - e. Advisory arrangement

f. Volunteer or any other position

Yes No

If you answered yes above, please provide a comprehensive explanation: _____

4. Do you or your spouse/domestic partner have an ownership interest or employment in a Relevant Company?

Yes No

If you answered yes above, please provide a comprehensive explanation: _____

5. Do you or your spouse/domestic partner hold a leadership position with another medical organization?

Yes No

If you answered yes above, please provide a comprehensive explanation: _____

6. Do you or your spouse/domestic partner hold any of the following interests in a Relevant Company or with any other company, organization, service, product or other concern that might affect or be affected by ACOG activities and that were not disclosed above?:

- a. Consultant
- b. Advisor
- c. Speaker
- d. Faculty
- e. Arrangements with medical, scientific, or related publishers to write articles or to provide editorial services
- f. Arrangements with genetic testing companies
- g. Arrangements with technology companies
- h. Medico-legal consulting
- i. Product development
- j. Royalties or patent beneficiary

k. Volunteer position with another nonprofit

Yes No

If you answered yes above, please provide a comprehensive explanation: _____

7. Are you or your spouse/domestic partner currently conducting pharmaceutical investigation, or research projects or support, except those conducted in accordance with federal requirements?

Yes No

If you answered yes above, please provide a comprehensive explanation: _____

8. Have you or your spouse/domestic partner accepted anything of value from a Relevant Company over the last year? If yes, you must disclose the individual and cumulative value of accepted items.

Yes No

If you answered yes above, please provide a comprehensive explanation: _____

9. Do you have any other conflicts or potential conflicts to disclose?

Yes No

If you answered yes above, please provide a comprehensive explanation: _____

By signing below, I hereby certify that I have read and understand the ACOG Conflict of Interest and Disclosure Policy, and that the above information is accurate and comprehensive to the best of my knowledge. I certify that, except as disclosed above, neither I nor my spouse or

domestic partner have any material interests, financial or otherwise, that might create a conflict between the personal or private interests of myself or my spouse or domestic partner and the interests of ACOG.

I further understand and hereby certify that I will not use my ACOG status for external personal gain, whether financial, professional or otherwise.

I understand that, as stated in the Policy, these disclosures may be shared with certain ACOG staff and volunteers as necessary to address any conflicts of interest in my service to the organization.

Signature: _____

Date: _____

Name: _____

ACOG Position: _____



The American College of
Obstetricians and Gynecologists
WOMEN'S HEALTH CARE PHYSICIANS

VOLUNTEER COPYRIGHT STATEMENT AND TRANSFER

I have been given the opportunity to serve in the position of Board of Directors member, officer, committee member, including liaison committee member, task force member, or other volunteer position of the American College of Obstetricians and Gynecologists ("ACOG"). I understand that while acting in that role, in my personal capacity and not as an employee or as a representative of another organization, I may write or contribute to written works, may collaborate with other committee members on written works, and may give the committee permission to use works that I wrote before my appointment to the committee. (The written works described in this paragraph are hereafter collectively referred to as the "Works").

In consideration for the opportunity to serve in my role, I hereby assign, convey, and otherwise transfer to ACOG, all rights, title, interest, and copyright ownership I may have in the Works. This assignment of rights to ACOG includes but is not limited to the rights to publish, reproduce and distribute copies, in print, electronic, or other media, whether or not in use at the time of execution of this Agreement, and to claim copyright in the Works throughout the world for the full duration of the copyright and any renewals or extensions thereof. I understand and agree that ACOG has the right to identify itself as the author of the Works, and I specifically waive any "moral" or "artist" right with regard to the Works.

I hereby represent and warrant that I am the author of the Works, that the Works are original and have not been published previously (except for any material in the public domain and any material from previously copyrighted works obtained by permission or assignment and properly credited to the copyright holder), and that the Works shall not infringe any copyright or violate any other right of third parties (including the right of privacy), or be libelous or obscene or in any way illegal. I agree that I shall notify ACOG if I acted in the scope of my employment when creating any of the Works.

Further, I represent and warrant that submission of the Works complies with all applicable state and federal laws and regulations that apply to privacy and the disclosure of personal health information, such as, the Health Insurance Portability and Accountability Act of 1996, the regulations promulgated thereunder, and the Health Information Technology for Economic and Clinical Health Act of 2009. I also represent and warrant that I have obtained, prior to submission, any necessary patient authorizations. I agree that I shall maintain such authorizations and shall inform ACOG in a timely manner of any revocation by a patient of such authorizations.

I acknowledge that the opportunity to serve in my role constitutes the entire consideration due to me for the rights I have transferred, and the representations and warranties I have made, and I further agree to hold ACOG harmless from any breach of the foresaid representations and warranties. Finally, I represent and warrant that I have authority to enter into the promises described above.

Date

Signature

Please PRINT Name

Title or Description of ACOG Position

RETURN TO BOARD OF DIRECTORS AFFAIRS DEPARTMENT Fax: 202-863-4981 or Email: committee@acog.org



The American College of
Obstetricians and Gynecologists
WOMEN'S HEALTH CARE PHYSICIANS

INSTITUTION COPYRIGHT STATEMENT AND TRANSFER

_____ (Employee), an employee of _____ (Employer), has been given the opportunity to serve in the position of Board of Directors member, officer, committee member, including liaison committee member, task force member, or other volunteer position of the American College of Obstetricians and Gynecologists ("ACOG"). Employer understands that while acting in that role, Employee may write or contribute to written works, may collaborate with other committee members on written works, and may give the committee permission to use works that Employee wrote before their appointment to the committee. (The written works described in this paragraph are hereafter collectively referred to as the "Works").

In consideration for the opportunity for Employee to serve in their volunteer role, Employer hereby assigns, conveys, and otherwise transfers to ACOG, all rights, title, interest, and copyright ownership Employer may have in the Works. This assignment of rights to ACOG includes but is not limited to the rights to publish, reproduce and distribute copies, in print, electronic, or other media, whether or not in use at the time of execution of this Agreement, and to claim copyright in the Works throughout the world for the full duration of the copyright and any renewals or extensions thereof. Employer understands and agrees that ACOG has the right to identify itself as the author of the Works, and Employer specifically waives any "moral" or "artist" right with regard to the Works.

Employer hereby represents and warrants that Employer is the author of the Works, that the Works are original and have not been published previously (except for any material in the public domain and any material from previously copyrighted works obtained by permission or assignment and properly credited to the copyright holder), and that the Works shall not infringe any copyright or violate any other right of third parties (including the right of privacy), or be libelous or obscene or in any way illegal.

Further, Employer represents and warrants that submission of the Works complies with all applicable state and federal laws and regulations that apply to privacy and the disclosure of personal health information, such as, the Health Insurance Portability and Accountability Act of 1996, the regulations promulgated thereunder, and the Health Information Technology for Economic and Clinical Health Act of 2009. Employer also represents and warrants that it has obtained, prior to submission, any necessary patient authorizations. Employer agrees that it shall maintain such authorizations and shall inform ACOG in a timely manner of any revocation by a patient of such authorizations.

Employer acknowledges that the opportunity for Employee to serve in their volunteer role constitutes the entire consideration due to Employer for the rights Employer has transferred, and the representations and warranties Employer has made, and Employer further agrees to hold ACOG harmless from any breach of the foresaid representations and warranties. Finally, Employer represents and warrants that the below signatory has authority to enter into the promises described above.

Date

Signature

Please PRINT Name

Title or Description of ACOG Position

RETURN TO BOARD OF DIRECTORS AFFAIRS DEPARTMENT Fax: 202-863-4981 or Email: committee@acog.org