

**ACGME
REVIEW COMMITTEE MEMBER AGREEMENT**

I, the undersigned, understand that as a member of the Review Committee identified below (the “**Review Committee**”) of Accreditation Council for Graduate Medical Education, an Illinois not for profit corporation (“**ACGME**”), I have a legal and ethical responsibility to ensure that the organization does its best work possible in the pursuit of its goals. I believe in the purpose and the mission of the ACGME and will act responsibly and prudently as its steward. As part of my responsibilities as a member of the Review Committee, I acknowledge and agree to the following:

1. **Meeting Attendance.** I acknowledge the Review Committee meets periodically throughout the academic year. I agree:

- (a) To attend a new Review Committee Member orientation and observe a Review Committee meeting prior to the commencement of the Term of Appointment;
- (b) To attend all Review Committee meetings in accordance with the requirements of the ACGME Policies, as defined below;
- (c) To review all meeting materials provided in advance of all meetings;
- (d) To submit all program or sponsoring institution review materials by all established deadlines; and
- (e) To fully engage and participate constructively in all Review Committee meetings.
- (f) That if I fail to attend two or more of any four consecutive regular meetings, I will be required to submit an explanation of my absences to the ACGME Governance Committee, and the ACGME Governance Committee will make a recommendation to the ACGME Board as to any appropriate action.

2. **Conflict and Duality of Interest Representation.** I shall not participate in the accreditation review of a program, sponsoring institution, or any graduate medical education issue if for any reason it is judged that such participation would result in a conflict of interest or a disqualifying duality of interest. I shall disclose all relationships with a program, sponsoring institution, specialty board, or graduate medical education entity that is in existence prior to the commencement of this Agreement or established during my participation in the Review Committee and shall recuse myself as required by the ACGME Conflict and Duality of Interest Policy, attached as **Exhibit A.**

3. **Compliance with Law and ACGME Policies.** I will perform the duties under this Agreement in accordance with Illinois law and the ACGME Bylaws, Policies, and Procedures, all as amended from time to time by ACGME (collectively, “**ACGME Policies**”).

4. **Independent Volunteer Member.** In accordance with ACGME Bylaws, I represent and warrant that I am not employed by a Member Organization of ACGME (i.e., American Association of Colleges of Osteopathic Medicine, American Board of Medical Specialties, American Hospital Association, American Medical Association, American Osteopathic Association, Association of American Medical Colleges, or Council of Medical Specialty Societies) or any Review Committee appointing organization. I agree to notify ACGME immediately if I become employed by any one of these organizations and resign my position as a member of the Review Committee.

5. **Fiduciary Responsibility.** I acknowledge that I have a fiduciary duty to ACGME and I agree to discharge my duties as a Review Committee member in a manner I believe to be in the best interests of ACGME. I acknowledge and agree that:

- (a) I may not act for or on behalf of the ACGME without explicit authorization from ACGME;

- (b) I shall not provide consultation to any program or sponsoring institution that is accredited by, that has applied for accreditation by or that intends to apply for accreditation by ACGME or ACGME International LLC or that has an accreditation decision still pending before the Review Committee in which I was involved;
- (c) If I cannot exercise a fiduciary duty to act in a manner I reasonably believe to be in the best interests of the Review Committee and ACGME on a particular issue due to a conflict or duality, I will declare such conflict or duality of interest as required by ACGME Policies and this Agreement and will recuse myself from any discussion or vote regarding such matter; and
- (d) If I can no longer fulfill my obligations under ACGME Policies and this Agreement, I will resign my position on the Review Committee.

6. **Performance Evaluation.** I acknowledge and agree that at the end of the second year of my Term of Appointment, I will be subject to an evaluation by my peers on the Review Committee, which review results will be shared with the organization which appointed me as a member of the Review Committee. I further agree to participate in the evaluations of other members of the Review Committee.

7. **Expense Reimbursement.** I understand that ACGME will arrange for and/or provide all transportation, lodging, and meals for me and my guest (if he or she is specifically invited by ACGME in accordance with ACGME Policies) in accordance with ACGME expense reimbursement policies for attendance at Review Committee meetings. To the extent any expense are not prepaid by ACGME, I will promptly submit any other expenses related to travel to and attendance at Review Committee meetings to the department administrator for reimbursement.

8. **No Compensation.** I understand that I may not accept payment for service on the ACGME Review Committee, including any travel upgrades or honoraria.

9. **ACGME's Insurance.** I understand that ACGME will, at its expense, cover me under ACGME's directors' and officers' liability insurance and business travel insurance programs against claims arising out of my services under this Agreement. I acknowledge that any services performed outside the scope of this Agreement are not covered by ACGME's insurance program.

10. **Indemnification.** I acknowledge that ACGME will indemnify, defend and hold me harmless from and against any and all liability, loss, claim, lawsuit, injury, damage or expense to the extent it arises out of or is in connection with any act or omission in the performance of this Agreement. This Section will survive the expiration or termination of this Agreement.

11. **Confidentiality.**

- (a) I agree to maintain the confidentiality of any information of or relating to the ACGME Review Committee, ACGME, and ACGME affiliates that is confidential or proprietary ("Confidential Information"). For so long as the Confidential Information remains confidential, I will not, without the prior written consent of ACGME or as required by law, directly or indirectly:
 - (i) use any Confidential Information except in the performance of the duties, responsibilities and obligations under this Agreement, or
 - (ii) disclose any Confidential Information to any third party.
- (b) To the extent I maintain any copies of material and notes, I will protect the confidentiality of such materials and notes and will dispose of them in a secure manner in accordance with ACGME Policies.
- (c) The provisions of this Paragraph will survive the expiration or termination of this Agreement.

12. **Intellectual Property.** Any accreditation standards, policies, strategic or other plans or written analyses developed by me for ACGME or any of its affiliates under this Agreement, and all draft versions thereof, as well as all documentation, program materials, flow charts, and the like created in connection therewith, and all ideas, inventions, know-how or techniques, and any other information generated by me during the course of performance under this Agreement, and the copyright, patent, trademark, trade secret, and all other proprietary rights therein, and any derivative works created therefrom (collectively, the “**Work Product**”), shall be the sole and exclusive property of ACGME. ACGME shall own such Work Product from the date of the conception or creation, as applicable. I acknowledge and agree that all copyrightable aspects of the Work Product shall be considered a "work-made-for-hire" within the meaning of the Copyright Act of 1976 (the “**Copyright Act**”), as amended. If and to the extent the Work Product, or any part thereof, is found by a court of competent jurisdiction not to be a "work-made-for-hire" within the meaning of the Copyright Act, I expressly assign to ACGME all exclusive right, title and interest in and to the copyright, patent, trademark, trade secret and all other proprietary rights in and to the Work Product without further consideration, free from any claim, lien for balance due or rights of retention thereto. The provisions of this Paragraph will survive the expiration or termination of this Agreement.

13. **Term of Appointment.** I acknowledge that my Term of Appointment as a member of the Review Committee shall be six (6) years commencing on the date set forth below. I further acknowledge that this Agreement may not be renewed and I may not be appointed to serve on the same Review Committee again.

14. **Termination.** I acknowledge that I can resign my membership on the Review Committee with 90 days prior written notice to the ACGME. This Agreement may be terminated by the ACGME Board in accordance with ACGME Policies.

15. **Relationship with ACGME.** Nothing contained herein shall be deemed or construed to create a relationship between me and ACGME or any of its affiliates as that of employer and employee or partner.

IN WITNESS WHEREOF, this Review Committee Member Agreement has been executed by the Parties effective as of the date set forth below.

MEMBER

Signature:
Printed Name:
Effective Date:
Review Committee:
Term of Appointment
Commencement Date:

This document has been provided for reference only.
All new members are required to sign the member agreement after appointment to the Review Committee.

The following is an excerpt (pp. 24-34) from the [ACGME Manual of Policies and Procedures](#).

Subject: 7.00 ACGME Conduct

Section: 7.10 Fiduciary Duty

Members of the ACGME Board and Review Committees hold a fiduciary duty to the ACGME. Each member of a Review Committee must be attentive to the needs and priorities of the ACGME, and must act in what he or she reasonably believes to be the best interests of the ACGME.

If a member of the ACGME Board or a Review Committee cannot discharge his/her fiduciary duty of acting in the best interest of the ACGME on any particular issue, the member should declare a conflict or duality of interest as described in Section 7.20.

Subject: 7.00 ACGME Conduct

Section: 7.20 Conflict and Duality of Interest Policy (Directors and Committee Members)

General

The mission of the Accreditation Council for Graduate Medical Education (“ACGME”) is to improve health care by assessing and advancing the quality of resident physicians’ education through accreditation. In furtherance of this mission, ACGME engages in accreditation and accreditation-related activities. The integrity of ACGME, its accreditation decisions, and the activities it undertakes, depend on (1) the avoidance of conflicts of interest, or even the appearance of such conflicts, by the individuals involved in those decisions and activities, and (2) appropriately addressing dualities of interest by those same individuals.

At the same time, ACGME recognizes that the leaders of ACGME also have significant professional, business and personal interests and relationships. Therefore, ACGME has determined that the most appropriate manner in which a Director/Committee Member addresses actual, apparent or potential conflicts of interest and dualities of interest begins with full disclosure of any relationship or interest which might be construed as resulting in such a conflict or duality. Disclosure under this Policy should not be construed as creating a presumption of impropriety or as automatically precluding someone from participating in an ACGME activity or decision-making process. Rather, it reflects ACGME’s recognition of the many factors that can influence a person’s judgment and a desire to make as much information as possible available to all participants in ACGME-related matters.

Insofar as actual, apparent or potential conflicts of interest and dualities of interest can be addressed before they are manifest in Board or committee meetings or otherwise, they should be referred to the Board or Committee Chair for resolution (with assistance and advice of the ACGME Chief Executive Officer) and failing satisfactory resolution to all involved, to the Governance Committee for resolution. Insofar as actual, apparent or potential conflicts of interest and dualities of interest are not so resolved, and they become manifest in Board or Committee meetings, the Board or Committee shall address them consistent with this Policy, or if permitted by time, refer them to the Governance Committee for resolution.

On or before January 31 of each year, the ACGME Chief Executive Officer and each Committee shall submit to the Governance Committee a report listing the date and a brief account (need not include names) of each disqualification occurring during the previous calendar year.

The Governance Committee of the ACGME Board has the responsibility to provide oversight for compliance with this Policy.

7.21 Definitions

a. Conflict of Interest

A conflict of interest occurs when a Director/Committee member has a financial interest (as defined in this Policy), which is declared or determined under this Policy to be a personal and proprietary financial interest to the Director/Committee member or a close member of his/her family that relates to an ACGME decision or activity.

b. Duality of Interest

A duality of interest occurs when a Director/Committee member has an interest which is declared as, or determined under this Policy to be, a competing fiduciary obligation which does not involve a personal and proprietary financial interest. (Usually, this relates to a fiduciary obligation to another not for profit corporation with an interest in ACGME accreditation standards and policies.) A duality of interest sufficient in gravity to destroy the trust necessary for fiduciary service in the interest of ACGME and the public on an issue shall disqualify a Director/Committee member from fiduciary service on that issue.

c. Apparent Conflict or Duality

An apparent conflict or duality of interest is one which is perceived, but not actual. (Since third parties act or draw conclusions on what they perceive, an apparent, but unresolved, conflict or duality needs to be addressed.)

d. Potential Conflict or Duality

A potential conflict or duality of interest is one which has not yet occurred, but is predictable if a Director/Committee member is about to assume (i) ownership or investor status, (ii) a compensation arrangement, or (iii) a fiduciary responsibility.

e. Financial Interest

A Director/Committee member has a financial interest which is personal and proprietary if the person has, directly or indirectly, through business, investment or family (spouse, parent, child or spouse of a child, brother, sister, or spouse of a brother or sister):

- (1) An ownership or investment interest in any entity (other than a publicly held entity) with which ACGME has a contract or transactional arrangement, or in any entity (other than a publicly held entity) whose products or services are in competition or potential competition with those intrinsic to the ACGME contract or transactional arrangement; or
- (2) A compensation arrangement with any entity or individual with which/whom ACGME has a contract or transactional arrangement in which the compensation is in excess of One Thousand Dollars (\$1,000.00) in any year, or with any entity whose products or services are in competition or potential competition with those intrinsic to the ACGME contract or transactional arrangement; or

- (3) An actual or potential ownership or investment interest in any entity (other than a publicly held entity) with which ACGME is considering or negotiating a contract or transactional arrangement, or in any entity (other than a publicly held entity) whose products or services are in competition or potential competition with those intrinsic to the potential ACGME contract or transactional arrangement; or
- (4) A compensation arrangement with any entity or individual as to which/whom ACGME is considering or negotiating a contract or transactional arrangement, or with any entity or individual whose products or services are in competition or potential competition with those intrinsic to the potential ACGME contract or transactional arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors (in general those amounting to less than \$50 per calendar year are exempt from this Policy).

7.22 Procedure – Conflict of Interest – Contract or Transaction

a. Disclosure of Conflicts

Each Director/Committee member who has, or is advised that he/she may have, (a) an actual, apparent or potential conflict of interest (personal or proprietary financial interest) or (b) bias for or against a program or sponsoring institution under review must disclose the conflict and all relevant facts to the Board Chair (Vice Chair if the Chair is conflicted or unavailable) or Committee Chair (Vice Chair if the Chair is conflicted or unavailable; committee selected designee if the Chair is conflicted or unavailable, and there is no Vice Chair). A disclosure statement form shall be provided to each Director or Committee member annually for completion and return, but disclosure is most appropriate whenever conflicts arise or are suspected.

b. Self-Declared Conflict (Disqualifying)

- (1) A Director/Committee member may declare an actual, apparent or potential conflict of interest relating to Board or Committee action on a contract or transaction and shall disclose all facts material to the conflict of interest. Such disclosure and declaration shall be reflected in the minutes of the meeting, which need not state all the facts disclosed by the Director/Committee member.
- (2) The conflicted Director/Committee member shall not participate in or be permitted to hear the Board's or Committee's discussion of the contract or transaction except to disclose material facts and to respond to questions. The Director/Committee member shall not attempt to exert his or her personal influence with respect to the contract or transaction, either at or outside the meeting.
- (3) The Director/Committee member having an actual or apparent conflict of interest may not vote on the contract or transaction and shall not be present in the meeting room when the vote is taken. Such a person's ineligibility to vote on that matter shall be reflected in the minutes of the meeting.
- (4) Depending upon the facts involved, the Board Chair or Committee Chair may also conclude that certain confidential or proprietary information should not be shared with the person having the actual, apparent or potential conflict..

c. Same State or Territory (Accreditation Actions)

A Director/Committee member (a) employed by a program or sponsoring institution headquartered in the same state or territory as a program or sponsoring institution being considered for accreditation action by a Review Committee or the Board and/or (b) having a bias for or against a program or sponsoring institution being considered for accreditation action by a Review Committee or the Board shall withdraw from all discussion on the appeal and leave the meeting room. The person shall not attempt to exert his or her personal influence with respect to the appeal, either at or outside the meeting.

d. ACGME Determined Conflict (Disqualifying)

- (1) In the event it is not entirely clear that an actual, apparent or potential conflict of interest exists, the Director/Committee member with an alleged or suspected conflict shall disclose the circumstances to the Board Chair (Vice Chair if the chair is conflicted or unavailable) or the Committee Chair (Vice Chair if the Chair is conflicted or unavailable; Committee selected designee if the Chair is conflicted or unavailable, and there is no Vice Chair), who shall determine whether there exists an actual, apparent or potential conflict of interest.
- (2) The Director/Committee member may request a vote of the Board or Committee if he/she disagrees with the determination of the Board Chair or Committee Chair. The Director/Committee member may be present and may speak during Board or Committee discussion of the relevant facts regarding the actual apparent or potential conflict of interest, but shall leave the room for other discussion and voting. An actual, apparent or potential conflict may be found to exist by a simple majority vote, the Director/Committee member involved not voting, but being counted for quorum purposes and shown as abstaining.
- (3) Depending upon the facts involved, the Board Chair or Committee Chair may also conclude that certain confidential or proprietary information should not be shared with the person having the actual, apparent or potential conflict.

7.23 Procedure – Addressing Number of Persons Voting

If, upon conclusion of the Conflict of Interest Procedure (Section 7.22), the number of persons remaining to discuss and vote on a matter is less than half the total number of persons, those persons excluded under Section 7.22.c, (a) (Same State or Territory) who would not otherwise be excluded under the Conflict of Interest Procedure (Section 7.22) may participate in discussion and vote on the appeal of the program or sponsoring institution.

7.24 Duality of Interest

a. Disclosure of Dualities and Possible Dualities

Prior to Board or Committee action on an issue, each Director/Committee member who has, or is advised by one or more on the Board or ACGME Committee that he/she may have, an actual, apparent or potential duality of interest as regards an action being taken or to be taken by the Board or Committee must disclose the duality and all relevant facts to the Board Chair, (Vice Chair if the Chair is conflicted or unavailable) or the Committee Chair (Vice Chair if the Chair is conflicted or unavailable; Committee selected designee if the Chair is conflicted or unavailable, and there is no Vice Chair)..

(1) The affected Director/Committee member shall inform the Board or Committee how he/she has acted in the public's best interest to resolve the duality.

(2) Annual Disclosure Form. A disclosure statement form shall be provided to each Director/Committee member annually for completion and return, but disclosure is most appropriate whenever dualities arise or are suspected.

b. Self-Declared Actual, Apparent or Potential Duality

(1) Prior to Board or Committee action on a matter or issue, a Director/Committee member may declare an actual, apparent or potential duality of interest on an issue, and also declare that he/she can discharge his/her fiduciary duty relating to that issue in a manner that he/she reasonably believes is in the interests of ACGME and the public. Unless the ACGME determines, as provided herein, that the Director/Committee member has an actual, apparent or potential duality of interest on an issue and that he/she cannot discharge his/her fiduciary duty relating to that issue in a manner that is in the interests of ACGME and the public, the Director/Committee member may participate regarding that issue.

(2) Self-Declared Actual, Apparent or Potential Duality (Disqualifying)

A Director/Committee member declaring an actual, apparent or potential duality of interest on an issue, and that he/she cannot discharge his/her fiduciary duty relating to that issue in a manner that he/she reasonably believes is in the interests of ACGME and the public, shall not participate regarding that issue.

c. ACGME Determined Actual, Apparent or Potential Duality (Disqualifying).

(1) In the event it is not clear that a disqualifying actual, apparent or potential duality of interest exists, the Director/Committee member with an actual, alleged, suspected or possible actual, apparent or potential duality shall disclose the circumstances to the Board Chair (Vice Chair if the Chair is conflicted or unavailable) or the Committee Chair (Vice Chair if the Chair is conflicted or unavailable; Committee selected designee if the Chair is conflicted or unavailable, and there is no Vice Chair), who shall determine whether there exists a disqualifying actual, apparent or potential duality of interest, i.e., whether an actual, apparent or potential duality of interest exists that is sufficient in gravity to destroy the trust necessary for fiduciary service to ACGME and the public on an issue.

(2) The Director/Committee member involved may request a vote if he/she disagrees with a disqualification decision of the Board Chair or Committee Chair. The Director/Committee member involved may be present and may speak during Board or Committee discussion of the relevant facts, but shall leave the room for executive session discussion and voting. A disqualifying actual, apparent or potential duality may be found to exist by a two-thirds vote, the Director/Committee member involved not voting, but being counted for quorum purpose and shown as abstaining.

d. Addressing Duality (Disqualifying)

Upon a disqualifying actual, apparent or potential duality of interest being either declared or determined regarding an action being taken or to be taken by the Board or the ACGME committee, the duality shall be noted in the minutes. The Director/Committee member with the actual, apparent or potential duality shall not participate in the debate or vote on the action, and, in the discretion of the Board Chair or Committee Chair, shall not have access to certain confidential information.

7.25 Procedure – Specialties Under Consideration

- a. Prior to and during a Board or Committee meeting at which a specialty is being considered (including but not limited to specialties addressed by the Monitoring and Requirements Committees), Directors/Committee members of the same specialty as that under consideration shall not (a) review, (b) participate in Board or Committee discussion, (c) participate in Board or Committee vote, and/or (d) moderate Board or Committee consideration of that specialty.
- b. Prior to and during a Board or Committee meeting at which a specialty is being considered (including but not limited to specialties addressed by the Monitoring and Requirements Committees), no Director/Committee member shall (a) review, (b) participate in Board or Committee discussion, (c) participate in Board or Committee vote, and/or (d) moderate Board or Committee consideration of any specialty as to which the Director/Committee member, because of his/her background or otherwise, feels he/she cannot fairly participate in consideration.
- c. During a Board or Committee meeting, prior to consideration of a specialty, the Board or Committee will determine whether any Director/Committee member, because of a conflict of interest, should not participate in consideration of the specialty.
- d. If, as a result of the above process, two or fewer Committee members remain eligible to participate in Committee recommendation on a specialty, the Chair of the ACGME shall appoint a Director without such conflicts to participate as an ad hoc Committee member for recommendation on a specialty.
- e. A Director/Committee member having a conflict of interest shall withdraw from all consideration of the specialty and shall leave the meeting room during consideration.

7.26 Procedure – Consultant/Site Visitor

A person shall not serve as a program or institutional consultant or as program or institutional site visitor to GME programs or sponsoring institutions inside or outside the United States while serving on the Board of Directors or a Review Committee.

7.27 Failure to Disclose Conflict and Duality of Interest

If the Governance Committee has reasonable cause to believe (based on information from the ACGME Chief Executive Officer or other sources that a Director/Committee member has knowingly and deliberately failed to disclose an actual, apparent or potential conflict or duality of interest, it shall inform the Director/Committee member of the bases for such belief and afford him or her an opportunity to explain the alleged failure to disclose.

If, after hearing the response of the Director/Committee member and making such further investigation as may be warranted in the circumstances, the Governance Committee determines that the Director/Committee member has in fact knowingly failed to disclose an actual, apparent or potential conflict or duality of interest, it shall recommend appropriate action or sanctions to the ACGME Board. The recommendation shall reflect the Governance Committee's view of the violation's seriousness and the degree of harm or potential harm to ACGME.

Subject: 7.00 ACGME Conduct

Section: 7.30 Annual Disclosure Board or Review Committee Members to Follow This Policy

Annually each Director/Committee member shall be provided with and asked to review a copy of this Policy and to acknowledge in writing that she/he has done so and that he/she agrees to follow this Policy.

Annually each Director/Committee member shall complete a disclosure form identifying any relationships, positions or circumstances in which s/he is involved that he or she believes could contribute to an actual or apparent conflict of interest or duality of interest. Any such information regarding the business interests of a person or a family member thereof, shall generally be made available only to the Chair, the Chief Executive Officer, and any committee appointed to address conflicts and dualities of interest, except to the extent additional disclosure is necessary in connection with the implementation of this Policy.

Subject: 7.00 ACGME Conduct

Section: 7.40 Confidentiality

The ACGME recognizes that adherence to confidentiality of the information acquired during the accreditation process is vital to its operation. Intrinsic to accreditation is the promotion of candor within its process, which may include constructive criticism that leads to improvement in the educational quality of a program or institution. Maintaining confidentiality within the accreditation process promotes this candor. Confidentiality means that the ACGME and its committees will not disclose the documents listed in this Section nor the information contained therein, except as required for ACGME accreditation purposes, as may be required legally, or as provided in Section 7.41. In order to meet the requirement of confidentiality, the ACGME holds as confidential the following documents and the information contained therein:

- a. institutional and program files, including without limitation: institutional review and clinical learning environment review information; program information; program and institution accreditation history; site visit reports; progress reports; Case Log data; survey data; and records of committee consideration;

- b. appeals files;
- c. additional documents and correspondence recording accreditation actions and consideration thereof by the ACGME; and,
- d. personal resident physician information, and protected health information submitted to the ACGME.

A breach of confidentiality could result in irreparable damage to the Review Committees, the ACGME and its mission, and the public, and may result in removal of a director, committee member, or ACGME employee.

SAMPLE