

NCD Alliance Membership Conflict of Interest Policy

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1. Purpose

The NCD Alliance (NCD) is a membership organisation. Application for membership is open to any civil society organisation that supports the vision, mission and objectives of NCD, is committed to evidence-based advocacy and practice, and upholds ethical principles including those of transparency, equity and respect.

The purpose of the NCD Membership Conflict of Interest (COI) Policy is to protect the reputation, independence, integrity and trustworthiness of NCD. It is directly focused towards NCD members and it outlines processes and procedures to manage the actual, potential or perceived COI that might arise throughout their relationship with NCD, preventing inappropriate or potentially damaging engagements from developing. It is aligned with and complemented by the broader NCD Organisational COI Policy. In addition, NCD has an aligned Individual COI Policy to manage conflicts of interest by NCD officials (such as board members, staff or volunteers).

As is clearly articulated in the NCD Organisational COI Policy, NCD works to manage and mitigate conflicts of interest, and expects the same from its membership. NCD upholds high ethical standards of its members. NCD will not accept membership from any civil society organisation, association, society or alliance that has significant links with conflicted industries or organisations (see below for more details).

2. What is a conflict of interest?

A conflict of interest arises in circumstances where an NCD member or a representative of an NCD member is susceptible to pressures that might compromise their primary duty. COI occurs when a secondary interest (a vested interest in the outcome of the member organisation's work) unduly influences either the independence or objectivity of professional judgement or actions regarding the member organisation's primary interest or its responsibility towards NCD. The existence of COI in all its forms does not necessarily mean that improper action has occurred, but rather that there is risk of improper action occurring. Conflicts of interest are not only financial but can take other forms as well, and may be real or apparent:

- **Real conflict of interest:** A real conflict of interest occurs when, in the course of membership, an NCD member or representative is privy to or makes decisions relating to NCD activities and initiatives to obtain personal benefits for themselves and/or third parties.
- **Apparent conflict of interest:** An apparent conflict of interest exists when there is a reasonable perception on the part of well-informed persons that an NCD member or representative is in a situation where conflicts of interest may arise. This may include activities, funding and other situations involving the NCD member, or third parties with whom they are affiliated, which may be perceived in conflict with NCD's mission and integrity.

3. Standards of conduct

- **Declaring conflict of interest:** NCD members are required to disclose to the NCD team the nature and extent of any current or future, real or apparent conflict of interest throughout their relationship with NCD, based upon the principles for engagement and following the procedures for declaration and resolution below.

- **Confidential information:** NCDA members shall guard the confidentiality of information to which they become privy through participating in NCDA internal or external activities.
- **Fair dealing:** NCDA members shall deal fairly with NCDA's stakeholders and partners; and they shall not take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any other unfair dealing practice.

4. Overarching principles for engagement

In order to comply with the present NCDA Membership COI Policy, and in addition to adhering to NCDA Membership Criteria and Principles, NCDA members must adhere to these overarching principles for engagement throughout their relationship with NCDA:

- NCDA members will not compete with NCDA's policy and advocacy efforts, activities and initiatives, and will instead aim to complement and leverage the work of NCDA and other members;
- NCDA members will strive to be transparent and to make every attempt to ensure the integrity of NCDA policy, advocacy and communications.

5. Exclusionary criteria for NCDA Membership

To protect the reputation, independence, integrity and trustworthiness of NCDA, all full and associate (fee-paying) members¹ must be screened against exclusionary criteria for NCDA Membership. The following exclusionary criteria are considered in the first step of NCDA's due diligence process for full and associate membership applications (see below):

- An involvement in tobacco and nicotine², alcohol³, ultra-processed and HFSS foods and beverages⁴, fossil fuel extraction, and arms industries, given they are considered as either harmful to health or may increase the risk of noncommunicable diseases (NCDs);
- An involvement in organisations with evidenced track record of advocacy or lobbying to oppose or delay adoption and implementation of public health treaties or cost-effective NCD policies and laws, nor from organisations with an evidenced track record of unethical corporate behaviour and breaches of international development conventions.
- Any Tier 1 (High Risk – Excluded) industry sector as outlined in NCDA's Organisational COI Policy

In addition, for NCDA member alliances, these exclusionary criteria apply to the alliance along with their constituent members. Knowledge of any real or perceived conflict of interest on the part of any national or regional NCD alliance member must also be made known to the NCDA secretariat.

¹ Please note, Network members of NCDA are non-fee paying members. They only receive the NCDA weekly Newsletter and no other members benefits. Network members have no role in NCDA governance. Network members can be CSOs, a government entity, UN agency, or interested individual because of the lack of any governance role within NCDA. The remaining exclusionary criteria still apply to Network members.

² For the purposes of this document, the term "tobacco and nicotine industry" is defined to include any tobacco or nicotine product manufacturer, and any parent, affiliate, branch, or subsidiary of a tobacco manufacturer. In addition, it includes business associations, front groups or other non-state actors such as foundations representing or funded largely by any of the afore-mentioned entities.

³ For the purposes of this document the term "alcohol industry" is defined to include manufacturers of alcoholic beverages. In addition, it includes business associations, front groups or other non-state actors representing or funded largely by any of the afore-mentioned entities.

⁴ For the purposes of this document, the term "ultra-processed and HFSS food and beverages industry" relates to manufacturers of nutrient poor foods and beverages, including high in fat, sugar, and/or salt (HFSS) including sweetened drinks, sweet or savory packaged or unpackaged snacks, infant formulas, follow-on milks and other baby food products, reconstituted meat products and pre-prepared frozen dishes, which are not modified foods but formulations made mostly or entirely from substances derived from foods and additives. In addition, it includes business associations, front groups or other non-state actors representing or funded largely by any of the aforementioned entities.

6. Due Diligence Process for NCD Membership

Upon receiving a full, associate, or network membership application, NCD carries out due diligence before approving and onboarding a member to the NCD network. Due diligence refers to the actions taken by NCD to gather and verify relevant information on a potential member. This is necessary to ensure that all members comply with the principles of engagement with NCD throughout their membership, and to ensure NCD's integrity by avoiding any real or perceived COI.

The NCD Partnership and Membership team thoroughly review all membership applications by researching and evaluating the organisation's compatibility with NCD, based on principles for engagement, membership exclusionary criteria and the NCD Membership Criteria and Principles. Following internal review, the NCD Board Partnerships and Membership Sub-Committee is invited to review all new full and associate membership applications to ensure that applicants are in alignment with the NCD strategy, mission and purpose. Only applicants approved by the Partnerships and Membership Sub-Committee can be onboarded as new members.

It is important to note, the due diligence process does not end with the with a member being onboarded. NCD conducts an annual self-declaration process for all members who choose to renew their annual membership, whereby NCD requests members to self-declare any involvement with Tier 1 industries (see below).

7. Procedures for declaration of COI

Disclosures of conflicts of interest should be made within a notification period of 30 days from the moment the member organisation becomes aware of any real or apparent conflict of interest with NCD by email to membership@ncdalliance.org with the following information:

- The nature of the activity that may cause a conflict of interest;
- A description of the parties involved and any related products, policies and practices;
- The nature and duration of the relationship;
- The scope of the activity/work involved or contemplated.

Where any potential non-compliance risk is identified, NCD will perform a risk assessment and issue a formal report to the member. NCD will respond with clear guidelines on how the issue(s) should be rectified. Where rectification is not undertaken within the timeline set, NCD will terminate membership status. In case of extreme non-compliance, termination of membership will be immediately effective. Termination of membership will not be accompanied by a refund of membership fees. In case the organisation is a grantee of NCD, termination of membership will be accompanied by immediate cancellation of the grant(s) and if applicable, repayment of the received instalment(s).

NCD reserves the right to perform due diligence checks at any time throughout the membership, and membership may be terminated at any point due to non-compliance with the membership criteria, violation of this declaration or any other reasons deemed appropriate by the NCD Board at its discretion.

Furthermore, NCD has an annual self-declaration process for full and associate NCD membership: upon renewing their annual membership, all members must sign a self-declaration form, as part of

the ongoing due diligence process for NCD membership. The COI self-declaration form includes the following:

Conflict of Interest declaration

- *I certify that my organisation is not funded, sponsored, supported, or influenced by the alcohol, tobacco, and nicotine, ultra-processed and HFSS foods & beverages, fossil fuel extraction or arms industries, or any other Tier 1 industries in the NCD Alliance Organisation COI Policy.*
- *I declare that the above information is true to the best of my knowledge and agree to disclose if there is a change to the above information/ if it becomes inaccurate as soon as possible.*

Disclosure agreement

- *The information received from membership organisations is provided “as is”, with a guarantee of completeness and accuracy. The NCD Alliance assumes no responsibility or liability for any errors or omissions in the declaration of conflict of interest of NCD members.*