**RESEARCH CONFLICT OF INTEREST MANAGEMENT PLAN TEMPLATE**

(*Note all instructions/guidance are in italics and should be removed upon drafting of specific plan)*

Investigator Name:

Title:

Department:

**Summary**

*In place of this italicized text, provide a general description of the outside interest of the employee or employee's family. If it involves a company, describe the nature of the business, and its relationship to the employee‘s institutional responsibilities. The employee’s role and length of term with the outside interest should also be identified (possible roles include but are not limited to):*

* *Holder of an equity interest (e.g. stock, stock options*
* *Advisory Board Membership*
* *Service on Board of Directors*
* *Consulting*
* *Officer - Executive Position (e.g. president, treasurer, CEO, CIO)*
* *Other employee position*
* *Employee’s time commitment to the entity*
* *Receive royalties from technology licensing (not through USA*

*If a technology is involved, include a discussion of the intellectual property on which the company or consulting is based, and describe the disclosure of the technology to USA’s Office of Commercialization and Industry Collaboration and the licensing arrangements between USA and the company if it is a university-owned technology.*

**Terms of Management Plan**

A Management Team will be assigned to oversee Investigator’s USA research and ensure that real or potential conflict of interest will not influence the design, conduct or reporting Investigator’s research.

1. **Publications and Presentations**

Although publications may be briefly delayed for the purpose of pre-publication review and intellectual property protection, the relationship with the Entity may not restrict publications or presentations.

The Investigator and all Researchers must disclose the relationship with the Entity in

publications and academic presentations where disclosure is possible and appropriate.

1. **Interactions with Students, Trainees and Other Personnel**

*(Select and remove any non-applicable provisions. Add specific details as to who will determine alternate mentoring or supervision.)*

Use of students, trainees, or other University personnel is prohibited for this project.

-or-

At this time there are no plans to involve other University personnel (students, postdoctoral employees, faculty or staff) in this project.

-or-

The Investigator, as named above, agrees to the following management provisions related to the named personnel involved in this project:

|  |  |  |  |
| --- | --- | --- | --- |
| Name | Position | Current Supervisor/Mentor | Alternate Supervisor/Mentor |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

* Must provide and maintain written notification of the conflict to all above personnel.
* Must provide alternate mentor/supervisor for all projects related to conflict.
* The company, as defined above, will not make claims or stipulations regarding the student’s (insert position) own IP.
* The Investigator cannot unduly influence any student, trainee or other personnel roles/responsibilities associated with company research activities due to potential financial conflict of interest.
* The student (insert position) will have the opportunity to author or co-author appropriate publications that will further his/her scholarly development and will be allowed to publish according to agreed-upon terms in the grant or contract.
* The company shall not impose any restrictions/delays to the student’s completion of his/her graduate program. Prohibition of involvement of any additional University personnel.
* The management team may periodically meet with personnel under your direction to discuss the interaction between activities in your group and relationship with external entity.
* Direct all named personnel to report any problems or concerns related to the financial interest directly to the Office of Research Compliance and Assurance.
1. **External Financial or Conflict of Interest:**

*(Describe financial and/or conflict of interest (i.e., equity holdings, stock options, position(s) held with external entity, funding agency, consulting, compensation received, etc.)*

1. **Conflict Determination**

*Use the following questions to develop justification to manage rather than eliminate the conflict.*

* *Do the conflicted investigator and institutional resources bring unique capabilities to the research?*
* *Is the research appropriate to the mission of the institution?*
* *Are significant benefits to society likely to result from advancing the research? Do these benefits outweigh the possible risks of the conflict?*

*If elimination or reduction will be used to address conflict – describe here.*

1. **Personal Commitments**

All University work commitments must be met and the Investigator must discuss and receive permission for plans to use regular working hours to work for an external entity. Evenings and weekends do not need permission.

1. **Management Provisions for Disclosure**

*(Select and remove any non-applicable provisions)*

The Investigator agrees to disclose the above financial interest:

* To the editors of any publication to which a he/she submits a manuscript reporting the research, and to the conveners of conferences and meetings to which a he/she submits an abstract of a presentation for dissemination to the audience;
* In any substantive oral or written public communication of the research results, including not only to the research community but also to lay audiences and the press;
* To research funders and sponsors;
* To federal and/or state officials as required by federal and/or state law or regulation;
* To all of the researchers, research personnel, students, and trainees working on the research project (and, where circumstances warrant, to their supervisors);
* To his/her immediate supervisor (e.g., Dept Chair, Dean, Administrator, Division VP, etc.);
* When relevant, to other affiliated University administrators.
1. **Management Provisions for Research and Data Integrity**

*(Select and remove any non-applicable provisions. Add specific details as to whom, when and how.)*

The Investigator agrees to the following research and data integrity provisions:

* Investigator will conduct their research in a manner that ensures that the objectivity and impartiality of the results do not appear to have been influenced by their relationship with external entity.
* Independent review of the study design to address potential bias arising from the financial interest;
* Prohibition of involvement as Principal Investigator *(Note: Investigator must not have supervisory duties of alternate PI);*
* Prohibition of involvement in data collection;
* Prohibition of involvement in data analysis;
* Independent review of authorship status;
* Oversight of the entire research project by an individual or a group of individuals with sufficient independence and expertise to evaluate the research and the progress of the project.
1. **Management Provisions for Use of University Facilities**

*(Select and remove any non-applicable provisions)*

The Investigator agrees to the following:

Use of University facilities is prohibited for this project. – or-

Use of University facilities is subject to University, school and department written approval – or-

Use of University facilities for private use must be performed via written agreement between the company and the University. Rental rates must be at fair market value. *(Discuss the potential use of University facilities or equipment by external entity here)*

1. **Change in Circumstances**:

Any time there is a change in relationship or compensation from an external entity, the Investigator will update the University conflict of interest disclosure form within 30 days of change in an existing conflict, or discovering or acquiring a new financial interest.

1. **Other**

*(Use this section to address other concerns or unusual circumstances that need oversight)*

1. **Monitoring:**

A case file for each Management Plan will be established for routine monitoring. This review will be conducted by the Office of Research Compliance and Assurance and members of the Management Team. The Investigator agrees to comply with this ongoing monitoring, which may include additional interviews. Items that the Investigator must make available for review include:

* Summary of the research subject to this Plan, including research findings to date
* List of publications, presentations, or other public disclosures of the subject research
* Any changes related to your relationship between external entity and USA
* Assessment of impact on students, trainees, and/or other personnel involved in the research
* Date of most recent University Conflict of Interest Disclosure
* Copies of written communications with students, trainees and/or other personnel about the conflict
* Review proposals, contracts/subcontracts between the University and external entity to ensure appropriateness of project with mission and interest of the University (*use statement when sponsored research goes through external entity to the University)*
1. **Ongoing Compliance:**

Investigator is required to obtain prior approval for all External Professional Activities and remain current in filing Conflict of Interest Disclosure forms each year or at the time of a new conflict if acquired or discovered. Investigator is required to complete Conflict of Interest training on a recurring basis (every 4 years), as required per University Conflict of Interest policy.

**Acceptance**:

I have read the terms and conditions of this Management Plan as they relate to my research, and confirm that it is accurate. I agree to comply with the Management Plan described above, as well as any ongoing monitoring. I agree that the Office of Research Compliance and Assurance may share this information with institutional officials and with individuals monitoring the Plan, as required for the implementation of this Plan.

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INVESTIGATOR’S SIGNATURE DATE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SUPERVISOR’S PRINTED NAME

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SUPERVISOR’S SIGNATURE DATE

The Vice President for Research and Economic Development and the Office of Research Compliance and Assurance have reviewed and approved the above management plan.