**APPENDIX E: CONFLICT MANAGEMENT PLAN FOR COLLABORATIVE ACTIVITIES[[1]](#footnote-1)**

**EMPLOYEE** [insert name]

**ENTITY** [insert entity name]

**DESCRIPTION OF CONFLICT[S] TO BE ADDRESSED**

This CMP is in order because the [insert name and description of relationship, e.g., is a founder of, has equity in*,* holds a position with *entity name*]. [His/Her] connection to the [company/institution/organization/foreign entity] and [his/her] duties at the University create the appearance of, and the potential for, a Conflict of Interest (COI).[[2]](#footnote-2)

**TIME COMMITMENTS**

[insert name] is a [insert position description, e.g., a 9-month, tenured faculty member]. As such, subject to fully and successfully meeting [his/her] teaching, research/creative and other assigned duties to the University, [he/she] may be allowed to commit up to a maximum of [insert work limit, e.g. 15 work days, exclusive of weekends, per semester to an outside interest whether it be commercializing technology through their own private companies, consulting, public service or pro bono work].[[3]](#footnote-3) [Insert name]’s efforts on behalf of [entity], combined with all other external activities shall not exceed the maximum number of days allowed by UAF Policy.

**TERM OF THIS CONFLICT MANAGEMENT PLAN**

This Conflict Management Plan (CMP) shall be in effect for a minimum period of one year from the date of last signature below. To remain in effect, it must be updated and approved at least annually or as often as required to reflect a significant change(s) in the relationship between [insert name] and [insert entity name].

**USE OF UNIVERSITY RESOURCES; INSTITUTIONAL PRIORITIES; FINANCIAL CONCERNS**

**Subcontracts and Contracts from [insert entity name] to University**

Under no circumstances shall University personnel or resources, e.g., equipment, laboratory space, materials, etc., be used for the benefit of [insert entity name] without appropriate reimbursement by [insert entity name]. While the University wishes to support the creative and entrepreneurial endeavors, its educational and research missions must take precedence. It is imperative that the interests of [insert entity name] not supplant the mission of the University. All projects for [insert entity name] shall include in the budget sufficient funds to cover all costs incurred in the performance of the scope of work as outlined in the subcontract. This includes, but is not limited to, user fees for the use of any University equipment. The use of University facilities shall be only through a Sponsored Research Agreement, Facilities Use Agreement, or a lease agreement with the University of Arkansas Technology Development Foundation.

**USE OF UNIVERSITY EMAIL, FAX AND POSTAL/SHIPPING SERVICES**

Insert name shall not use University email, fax, or postal/shipping services to conduct [insert entity name] business. Likewise, insert name shall not use insert entity name resources to conduct University business.

**CONTRACTS OR SUBCONTRACTS WITH [INSERT ENTITY NAME]**

All contracts or subcontracts from the University to [insert entity name] must be approved by the Board of Trustees in accordance with Arkansas Procurement Law.[[4]](#footnote-4) All deliverables and invoices submitted by [insert entity name] in performance of the project will be reviewed by [insert name] and an independent, third party with sufficient knowledge and experience to ensure that the terms of the subcontract agreement are being met and costs are reasonable and allowable in accordance with University policy and the terms and conditions of the University’s prime award.

**EXPENDITURE OF FUNDS**

All expenditures will be approved by [insert name and title of reviewer] or the designee through the electronic protocols set up by the University. Through this protocol no purchase can be made without electronic approval. The only exceptions are purchases made through blanket purchase orders. These will be approved by [insert name and title of reviewer, can be the same as the person named above].

**TRAVEL**

All travel undertaken on behalf of [insert entity name] must be paid for by [insert entity name]. The time and effort issues related to [insert entity name] travel shall be coordinated with the department head and receive prior approval. Such travel will be reported in accordance with the University's Policy 404.0, Conflict of Interest and Conflict of Commitment, Including Outside Interests.

**SUPERVISING AND ADVISING STUDENTS**

Academic co-advisers and Thesis/Dissertation co-chairs (for graduate students), will be appointed for [insert name]’s students who are employed by [insert entity name] or work on a University project funded by [insert entity name]. [insert name] shall not solely supervise students working on a University project funded by [insert entity name]. The co-chair or other independent, third party shall approve the student work assignments, certify the student’s time and effort, and review the work completed on behalf of the project.

This Conflict Management Plan must be disclosed to any student(s) involved in the above circumstances. It should be made clear to the student(s) that a potential COI inherently arises from the faculty member’s dual role in such a situation and not from the character or actions of the individual, and that acknowledging a potential COI does not mean the faculty person is being accused of unethical behavior. Once all potential conflicts of interest involving students are explained, students will sign a statement acknowledging they have been adequately notified, that they understand the circumstances, and that a faculty or staff member has been identified who can provide assistance should they encounter any difficulties with these circumstances.

**SUPERVISION OF UNIVERSITY PERSONNEL**

If University personnel supervised by [insert name] are employed by [insert entity name] or work on a University project funded by [insert entity name], an alternate supervisor(s) will be appointed to supervise University work and certify time and effort.

**INTELLECTUAL PROPERTY**

Ownership of Intellectual Property developed during the course of a collaborative endeavor shall be determined in accordance with Board of Trustees Policy[[5]](#footnote-5) and with an Allocation of Rights Agreement, if any, approved by an external sponsor as a condition of a prime award.

**FEDERAL SPONSOR DISCLOSURE [as applicable]**

Because [employee] participates in federally funded research projects, [employee] will work with the Office of Sponsored Programs to ensure that all conflicts of interest are fully disclosed to federal sponsors, including the following steps [specify].

**[ADDITIONAL ARRANGEMENTS OR FEATURES OF PLAN TO ADDRESS CONFLICTS]**

[Include as applicable]

**UNRESOLVED ISSUES**

In the event that problems arise that cannot be resolved by this plan, they will be resolved collaboratively by the Provost, Vice Chancellor for Research and Innovation, Vice Chancellor for Economic Development [as applicable], Director, Research Integrity and Compliance, College Dean, and the Department Head/Chair, or their respective designees.

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| **AGREED** |  |  |  |  |
|  |  |  |  |  |
| Insert Name Date  Insert Title |  | Insert Name Date  Department Head/Chair |  | Insert Name Date  Dean |
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| **APPROVED** |  |  |  |  |
|  |  |  |  |  |
|  |  | [Name] Date  Director, Research Integrity & Compliance |  | John English Date  Vice Chancellor for Research & Innovation |

1. *Note*: This template is designed primarily with conflicts of interest for faculty and academic unit staff engaged in Outside Employment in mind. The template may be adjusted for use with other types of conflicts of interest by employees in other University roles, with sections added or deleted as needed. Explanatory footnotes should be removed. [↑](#footnote-ref-1)
2. For example, when engaging in collaborative, sponsored or unsponsored, research activities. [↑](#footnote-ref-2)
3. UAF Policy 404.0, Conflict of Interest and Conflict of Commitment, Including outside Activity. [Note: The sample provision regarding days per semester that may be devoted to outside activity pertains to full-time faculty. Other employees are expected to devote all working hours to their University duties. The sample assumes the faculty member is fully and successfully meeting their assigned duties to the University.] [↑](#footnote-ref-3)
4. Arkansas Code § 19-11-717. State-supported institutions of higher education. [↑](#footnote-ref-4)
5. Board of Trustees Policy 210.1, Patent and Copyright Policy [↑](#footnote-ref-5)