**APPENDIX E: CONFLICT MANAGEMENT PLAN FOR COLLABORATIVE ACTIVITIES**

**EMPLOYEE** [insert name]

**COMPANY** [insert company name]

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 in *company name*]. [His/Her] connection to the company and [his/her] duties at the University create the appearance of, and the potential for, a Conflict of Interest (COI) when engaging in collaborative, sponsored or unsponsored, research activities.

[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 his own private companies, consulting, public service or pro bono work].[[1]](#footnote-1) [Insert name]’s efforts on behalf of [company acronym], 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 at least annually or as often as required to reflect a significant change(s) in the relationship between [insert name] and [insert company name].

**FINANCIAL CONCERNS:**

**Subcontracts and Contracts from [insert company 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 company name] without appropriate reimbursement by [insert company 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 company name] not supplant the mission of the University. All projects for [insert company 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 company name] business. Likewise, insert name shall not use insert company name resources to conduct University business.

**Subcontracts to [insert company name] from University**

All subcontracts from the University to [insert company name] must be approved by the Board of Trustees in accordance with Arkansas Procurement Law[[2]](#footnote-2). All deliverables and invoices submitted by [insert company 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 solely on behalf of [insert company name] must be paid for by [insert company name]. The time and effort issues related to [insert company 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 company name] or work on a University project funded by [insert company name]. [insert name] shall not solely supervise students working on a University project funded by [insert company 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 company name] or work on a University project funded by [insert company 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[[3]](#footnote-3) and with an Allocation of Rights Agreement, if any, approved by an external sponsor as a condition of a prime award.

**UNRESOLVED ISSUES**

In the event that problems arise that cannot be resolved by this plan, they will be resolved collaboratively by the Provost, Vice Provost for Research and Economic Development, College Dean, and the Department Head/Chair.

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| **AGREED** |  |  |  |  |
|  |  |  |  |  |
| Insert Name DateInsert Title |  | Insert Name DateDepartment Head/Chair |  | Insert Name DateDean |
|  |  |  |  |  |
| **APPROVED** |  |  |  |  |
|  |  |  |  |  |
|  |  | Rosemary Ruff DateDirector, Research Compliance |  | James M. Rankin DateVice Provost for Research & Economic Development |

1. UAF Policy 404.0, Conflict of Interest and Conflict of Commitment, Including outside Activity. [↑](#footnote-ref-1)
2. Arkansas Procurement Law 19-11-717. State-supported institutions of higher education. [↑](#footnote-ref-2)
3. Board of Trustees Policy 210.1, Patent and Copyright Policy [↑](#footnote-ref-3)