

# **Conflict of Interest Management Plan for Employees who Publish Works Used in RIT Classes.**

*The following are the terms and conditions of your management plan. You must read, understand, and abide by all requirements below. Any exceptions to the standard terms and conditions of this plan must be clearly spelled out in the supplemental section. If you have questions, please discuss with your supervisor prior to signing this management plan.*

## **EMPLOYEE INFORMATION**

Employee Name (hereinafter, "EMPLOYEE"):

Employee's Position/Title:

Employee's Unit Path:

**I. FIELD OF RESEARCH OR AREA OF WORK** that is part of the Employee's University Responsibilities (if applicable) (hereinafter, "FIELD"):

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PUBLISHED WORK that creates actual, potential or perceived Conflict of Interest or Commitment (hereinafter, "PUBLISHED WORK"):

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Supervisor of Employee under this Management Plan (hereinafter, "SUPERVISOR"):

2nd Level Supervisor of Employee under this Management Plan (hereinafter, "2nd LEVEL SUPERVISOR"):

**II. DESCRIPTION** of the published work and what or why its use at RIT creates an actual, potential, or perceived conflict. Please include specific information sufficient for users of this plan to identify conflicts of interest and commitment, including for example, whether the EMPLOYEE intends to assign the PUBLISHED WORK to students and whether any other RIT parties are involved:

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**III. MANAGEMENT ACTIONS** that will be taken to manage the disclosed conflict.

1. **Restrictions on assignment of the PUBLISHED WORK:** In general, it is a conflict of interest to require students to purchase a work that will financially benefit the instructor. There are some situations in which it may be appropriate to assign the instructor's PUBLISHED WORK to their students..

Before assignment of the EMPLOYEE'S PUBLISHED WORK, a neutral party (examples: the department chair, dean, or a committee) must review the PUBLISHED WORK to confirm it is both appropriate and necessary (i.e. there is no similar work of equal worth and benefit to the class by another author) for the course.

The Supervisor and Employee must also determine how to appropriately handle royalties or fees/payments associated with the sales made when students are required to purchase the PUBLISHED WORK by the EMPLOYEE. This could include, selling the PUBLISHED WORK at cost, providing the PUBLISHED WORK at no cost to students, not accepting royalties from those sales, or donating the royalties to a charitable organization.

Please explain in the Supplemental Terms section below who will determine the appropriateness and necessity of the PUBLISHED WORK for the EMPLOYEE'S course and the method to manage the financial conflict of the royalties:

2. **Disclosure to Students:** Whenever a faculty uses their own Published Work in an RIT class, the faculty must disclose the faculty member's interest in the Published Work and that the use of the Published Work was reviewed and approved for the class by the College at RIT.

3. **Use of RIT Name or Logos:** The RIT name, and any RIT logo, may not be used in the PUBLISHED WORK beyond reference to the author's biographical information (example: reference to author's title and position at RIT).

4. **Intellectual Property Policy:** EMPLOYEE shall abide by the RIT Intellectual Property Policy (C03.0), as that policy currently exists and may be amended in the future. In addition, EMPLOYEE may not enter into any agreement that limits or impairs RIT's intellectual property rights or is contrary to RIT Policy C03.0.

5. **Status and Yearly Review:** EMPLOYEE shall promptly inform EMPLOYEE's SUPERVISOR of any change in the status of this situation. EMPLOYEE shall also initiate a yearly review of the status of this Conflict of Interest Management Plan with EMPLOYEE's SUPERVISOR.

#### **IV. MONITORING OF THE MANAGEMENT PLAN**

SUPERVISOR will confirm review of this Conflict of Interest Management Plan occurs at least annually.

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#### **V. SUPPLEMENTAL TERMS**

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**VI. EMPLOYEE STATEMENT OF UNDERSTANDING and ACKNOWLEDGEMENT:** I understand that by signing this Management Plan, I (1) certify that I have read and understand the Individual Conflict of Interest and Commitment Policy and related policies referenced therein; (2) certify that I have completely and accurately disclosed all relevant information to the best of my knowledge; and (3) acknowledge my continuing obligation to complete and submit a new Conflict of Interest and Commitment Disclosure Statement at least annually or at any time during the year when there are any actual or anticipated changes requiring updates to my disclosure.

I agree with the Management Plan and agree to abide by its terms and conditions.

**VII. ADMINISTRATIVE APPROVAL** (Two levels of Supervisors Required; if EMPLOYEE is a Researcher, VPR is also Required).

I understand that by signing the Management Plan, I agree to meet my responsibilities as outlined in the Management Plan.