

# **MANAGEMENT PLAN**

*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"): **#{COI\_discloserFullname}**

Employee's Position/Title: **#{COI\_discloserWorkingTitle}**

Employee's Unit Path: **#{COI\_discloserUnitPath}**

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

**#{COI\_mgmtplan\_FieldOfResearch}**

THIRD PARTY, Organization, or Relationship that creates actual, potential or perceived Conflict of Interest or Commitment (hereinafter, "THIRD PARTY"):

**#{COI\_mgmtplan\_OutsideOrg}**

Supervisor of Employee under this Management Plan (hereinafter, "SUPERVISOR"): **#{COI\_discloserSupervisorName}**

2nd Level Supervisor of Employee under this Management Plan (hereinafter, "2nd LEVEL SUPERVISOR"): **#{COI\_discloser2ndSupervisorName}**

**II. DESCRIPTION** of the relationship and/or interest that 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, the relationship between EMPLOYEE and THIRD PARTY, whether any other RIT parties are involved, and the nature of the services or activities in which EMPLOYEE will be involved:

**#{COI\_mgmtplan\_Description}**

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

EMPLOYEE may proceed to interact with the THIRD PARTY under the following circumstances:

1. **Obligation to RIT** EMPLOYEE acknowledges its relationship to THIRD PARTY is separate from RIT and the duties of EMPLOYEE for RIT. RIT shall have no obligations or potential liability under any personal agreements that the EMPLOYEE enters into with THIRD PARTY. EMPLOYEE may not enter into any contracts or other agreements that may impair RIT's rights in any way by any such contracts or agreements.

2. **Conflict of Commitment** EMPLOYEE's primary obligation is to RIT. EMPLOYEE may continue its relationship with THIRD PARTY provided that EMPLOYEE's obligations to RIT are met. Notably, RIT employees owe their primary professional allegiance to RIT, and their primary commitment of time should be to RIT. Outside Activities must not detract from or interfere with EMPLOYEE's obligations to these duties. If EMPLOYEE's commitment to EMPLOYEE's primary duties at RIT diminishes due to Outside Activities with THIRD PARTY, then SUPERVISOR shall revisit the terms of this Conflict of Interest Management Plan.

3. **Publications and Presentations** If EMPLOYEE publishes or presents information which is in the same FIELD for which EMPLOYEE is hired at RIT, then EMPLOYEE shall disclose its Outside Activities and relationship (e.g., ownership, consultation services, etc.) with THIRD PARTY in any publication, presentation, or other written materials that pertain to EMPLOYEE's FIELD.

To the extent EMPLOYEE believes that disclosure in the publication or presentation is unwarranted, EMPLOYEE shall inform SUPERVISOR and agrees that any proposed publications may be reviewed by SUPERVISOR or SUPERVISOR's designee to determine whether a written disclosure of EMPLOYEE's relationship with THIRD PARTY is required or a further review of the publication is warranted to preserve the integrity of RIT. If this involves research and the EMPLOYEE and SUPERVISOR disagree on the need for disclosure then either party can contact the VPR to make a final determination on the need for disclosure.

4. **Interactions with Students and Staff:** Activities of students and staff must not be exploited in the course of EMPLOYEE's Outside Activities. As a general rule, EMPLOYEE may not hire or supervise RIT students or staff for EMPLOYEE's Outside Activities if EMPLOYEE has a direct or indirect reporting relationship with the student or staff member at RIT. In addition, EMPLOYEE shall not be involved in the grading or evaluation of any student at RIT at the same time the student is working for the THIRD PARTY. In all situations involving students or staff directed, supervised, or advised by EMPLOYEE

who may be working on research that affects THIRD PARTY or its technology, EMPLOYEE must disclose EMPLOYEE's consulting relationship, fiduciary relationship, or financial interest with THIRD PARTY. This disclosure must be made in writing to those staff members and students who EMPLOYEE teaches, advises, supervises, or directs in research. EMPLOYEE must tell those students that they may choose to discuss their research with someone other than EMPLOYEE (e.g., an advisor in the student's academic program).

5. **Restrictions on the Use of RIT Resources:** RIT resources such as facilities, personnel, and equipment may not be used (except for incidental use as set forth in RIT policy) as part of Outside Activities. Preferential access to RIT materials, facilities, or activities may not be used for EMPLOYEE's personal gain or benefit to the THIRD PARTY. In addition, confidential information acquired through conduct of RIT business cannot be used for personal gain, to benefit the THIRD PARTY, or to grant unauthorized access to others. Confidential information includes any information that EMPLOYEE possesses as a result of the EMPLOYEE's employment at RIT and is not broadly available to the general public.

6. **Use of RIT Name or Logos:** The RIT name, and any RIT logo, may not be used in any Outside Activities.

7. **RIT and THIRD PARTY Relations:** EMPLOYEE shall not be involved in negotiating the terms of any contractual relations between RIT and THIRD PARTY. Employee shall not approve or initiate any purchase or negotiate the terms of any purchases between RIT and THIRD PARTY. If goods or services that would normally be acquired by EMPLOYEE within the scope of EMPLOYEE's duties at RIT (or any employee, department, or student that reports to EMPLOYEE) are to be acquired from THIRD PARTY, EMPLOYEE must immediately inform EMPLOYEE's SUPERVISOR. The SUPERVISOR or SUPERVISOR's designee will manage the activity in accordance with established RIT policies and procedures for procurement.

8. **Conduct of Research at RIT Sponsored by THIRD PARTY:** In the event THIRD PARTY wishes to conduct externally sponsored research at RIT that will involve EMPLOYEE, EMPLOYEE must obtain the prior written approval of the Vice President for Research via disclosure of the Conflict of Interest in the Proposal Routing Form process, and shall abide by whatever additional conditions or oversight the Vice President for Research may require for the project. EMPLOYEE will be responsible for providing the relevant Conflict of Interest information to Sponsored Research Services (SRS) involving EMPLOYEE's relationship with THIRD PARTY for the purpose of potential disclosures that may be required as a result of any externally

sponsored projects or activities. In the event RIT determines that EMPLOYEE's relationship with THIRD PARTY must be disclosed to a sponsor as part of another externally sponsored research project, EMPLOYEE will cooperate with SRS in making such disclosures.

If involvement of a THIRD PARTY arises after or while an externally sponsored research project is ongoing, EMPLOYEE cannot undertake involvement or interaction with the THIRD PARTY until COI disclosure is updated and the approval process is complete.

9. **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.

10. **Competition with RIT:** EMPLOYEE shall not solicit, prepare, or participate in the direct solicitation of services for the benefit of THIRD PARTY, in direct competition with RIT, without the written consent of SUPERVISOR. Such consent may be withheld by RIT. If such services could be performed by RIT as part of an externally sponsored research project in which the EMPLOYEE participates, then the written approval of the Vice President for Research must be obtained prior to the Employee's involvement in the solicitation of services by the THIRD PARTY.

11. **Status and Yearly Review:** EMPLOYEE shall promptly inform EMPLOYEE's SUPERVISOR of any change in the status of EMPLOYEE's Outside Activities and/or relationship with THIRD PARTY. 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.

**[\\${COI\\_mgmtplan\\_Monitoring!}](#)**

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

**[\\${COI\\_mgmtplan\\_SupplementalTerms!"No Supplemental terms added"}](#)**

**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.