# Individual Conflicts of Interest or Commitment

**Management Plan**

**MANAGEMENT PLAN ELEMENTS**

Written Management Plans must include:

1. **Employee Information:** Name, Position, Department or Unit
2. **Description** of the Outside Activity, interest, or relationship that creates an actual, potential, or perceived Conflict of Interest or Conflict of Commitment.
3. **Management Plan Actions** for addressing the specific conflict, including:
   1. For Conflicts of Interest: How the conflict will be managed or eliminated.
   2. For Conflicts of Commitment: Description of the external time and effort commitments and how the Employee plans to assure that university responsibilities will be accomplished and/or how leave will be used to eliminate the conflict.
4. **Statement of Understanding**
5. **Employee Approval**, as indicated by the Employee’s signature
6. **Administrative Approval:** Supervisor must approve and upload plan to Oracle
7. **Notes** for how Management Plan will be monitored

**INSTRUCTIONS TO Supervisor**

1. Review employee’s Annual Conflict of Interest and Commitment Disclosure Statement determine whether the employee has disclosed a conflict of interest that requires a Management Plan.
2. Use the Conflict of Interest and Commitment [Management Plan Template](#_bookmark0) if a conflict is disclosed. Attach additional sheets as needed.
3. Secure required signatures and upload Management Plan.
4. RIT’s Individual Conflicts of Interest Commitment Policy (C.04.0) can be found online at: <https://www.rit.edu/academicaffairs/policiesmanual/c040>
5. The Conflict of Interest and Commitment Guidelines, which provides a step-by-step guide to completing the Annual Conflict of Interest and Commitment Disclosure Statement, conflict management, oversight, sanctions, and appeals processes, can be found at:  <http://www.rit.edu/fa/grms/sites/rit.edu.fa.grms/files/docs/ConflictofInterestCommitmentProcedure9-11.pdf>.

# Individual Conflicts of Interest and Commitment

**Management Plan**

I. **EMPLOYEE INFORMATION**

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| **Employee Name (hereinafter, “EMPLOYEE”):** | **Employee’s Position/Title:** |
| **Department:** | **College or Division:** |
| **Field of Research (if applicable) (hereinafter, FIELD OF RESEARCH):** | **Company or Entity that creates actual, potential or perceived Conflict of Interest or Commitment (hereinafter, “COMPANY”):** |
| **Supervisor of Employee under this Management Plan (hereinafter, “SUPERVISOR”):** | **Position/Title of Supervisor of Employee under this Management Plan:** |
| II. **DESCRIPTION** of the relationship and/or interest that creates an actual, potential, or perceived conflict.  Pursuant to the ICIC Policy, EMPLOYEE has disclosed that EMPLOYEE is engaged in outside activities, interests, or a relationship external to EMPLOYEE’s professional responsibilities at RIT. *Please provide specific information about outside activities sufficient for SUPERVISOR to identify conflicts of interest and commitment, including for example, the relationship between EMPLOYEE and COMPANY, whether any other RIT parties are involved, and the nature of the services or activities in which EMPLOYEE will be involved*. | |
| III. **MANAGEMENT ACTIONS** that will be taken to manage the disclosed conflict.  EMPLOYEE may proceed with the Outside Activities with COMPANY under the following circumstances:   1. **Rochester Institute of Technology**. EMPLOYEE acknowledges its relationship to COMPANY 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 COMPANY. 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 COMPANY 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 COMPANY, then SUPERVISOR shall revisit the terms of this Conflict of Interest Management Plan. 3. **Publications and Presentations**. If EMPLOYEE’s Outside Activities require EMPLOYEE to publish or present information which is in the same field of business for which EMPLOYEE is hired at RIT, then EMPLOYEE shall disclose its relationship (*e.g.*, ownership, consultation services, etc.) with COMPANY in any publication, presentation, or other written materials that pertain to EMPLOYEE’s work (or FIELD OF RESEARCH if applicable) on which EMPLOYEE contributes. Similar disclosures should be made in speaking activities related to any consulting services. 4. To the extent EMPLOYEE believes that disclosure is unwarranted due to the nature of the consultation, 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 COMPANY is required or a further review of the publication is warranted. 5. **Interactions with Students and Staff**. Activities of students and staff must not be exploited in the course of an 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 all situations involving students or staff directed, supervised, or advised by EMPLOYEE who may be working on research that affects COMPANY or its technology, EMPLOYEE must disclose EMPLOYEE’s consultant relationship and financial interest with COMPANY in writing to those students or staff members. If student who EMPLOYEE teaches, advises, or directs in research is approved to work on any outside activities of EMPLOYEE with COMPANY, then EMPLOYEE must disclose to that student that the student may choose to discuss their research with someone other than EMPLOYEE (*e.g.*, an advisor in the student’s academic program). 6. **Restrictions on the Use of RIT Resources**. RIT resources such as facilities, personnel, and equipment may not be used (except in a purely incidental way 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. Nor may confidential information acquired through conduct of RIT business be used for personal gain 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. 7. **Use of RIT Name or Logos**. The RIT name, and any RIT logo, may not be used in any Outside Activities. 8. **RIT and COMPANY Relations**. EMPLOYEE shall not be involved in negotiating the terms of any contractual relations between RIT and COMPANY. Employee shall not approve or initiate any purchase or negotiate the terms of any purchases between RIT and COMPANY. 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 COMPANY, 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. 9. **Conduct of Research at RIT Sponsored by COMPANY**. In the event COMPANY wishes to conduct research at RIT that will involve EMPLOYEE, EMPLOYEE must obtain the prior written approval of the Vice President for Research and shall abide by whatever additional conditions or oversight the Vice President for Research may require. EMPLOYEE will be responsible for advising Sponsored Research Services (SRS) of EMPLOYEE’s relationship with COMPANY for the purpose of potential disclosures that may be required as a result of any federally funded projects or activities. In the event RIT determines that EMPLOYEE’s relationship with COMPANY must be disclosed to a federal agency as part of another federally funded grant or research project, EMPLOYEE will cooperate with SRS fully in making such disclosures. 10. **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. 11. **Federal Research Compliance**. If EMPLOYEE is working on federally-sponsored research, then EMPLOYEE will be responsible for advising Sponsored Research Services (SRS) of EMPLOYEE’s consulting and financial relationship with COMPANY for the purpose of potential disclosures that may be required as a result of other federally funded research. In the event RIT determines that EMPLOYEE’s relationship with COMPANY must be disclosed to a federal agency as part of another federally funded grant or research project, EMPLOYEE will cooperate with SRS fully in making such disclosures. EMPLOYEE shall also notify any co-investigators on any federal grants of his/her consulting and financial interest with COMPANY. 12. **Competition with RIT**. EMPLOYEE shall not solicit, prepare, or participate in the direct solicitation of services of COMPANY, in direct competition with RIT, without the written consent of SUPERVISOR, which consent may be withheld at the sole discretion of SUPERVISOR. 13. **Status and Yearly Review**. EMPLOYEE shall promptly inform his/her SUPERVISOR of any change in the status of EMPLOYEE’s consulting or financial relationship with COMPANY. EMPLOYEE shall also initiate a yearly review of the status of this Conflict of Interest Management Plan with EMPLOYEE’s SUPERVISOR. | |
| IV. **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 polices 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 Annual Conflict of Interest and Commitment Disclosure Statement at any time during the year as it pertains to Conflicts of Interest and Conflicts of Commitment when there are any actual or anticipated significant changes in my Outside Activities or related Financial Interests. | |
| V. **EMPLOYEE ACKNOWLEDGEMENT.**  I agree with the Management Plan and agree to abide by its terms and conditions.  EMPLOYEE (*signature*) Date | |
| VI. **ADMINISTRATIVE APPROVAL (Two levels of Supervisors Required).**   * **Immediate Supervisor Approval:**   SUPERVISOR (*signature*) Date   * **Next level Supervisor Approval:**   Signature/Title | |
| **VII. NOTES** *(if necessary).* | |