**Rochester Institute of Technology**

**Conflict of Interest Management Plan**

**Faculty Consulting Activities and Non-Disclosure Agreements**

**FOR**: Name and Title of Faculty Member (“EMPLOYEE”)

**FROM**: Name and Title (“SUPERVISOR”)

**RE**: Name (“COMPANY”)

**DATE:**

The Rochester Institute of Technology (RIT) expects its employees to conduct their teaching, research, and duties in accordance with university policies and procedures and in compliance with all applicable laws and regulations. The RIT Individual Conflict of Interest and Commitment (ICIC) Policy is designed to protect the integrity of the university’s educational activities, and the activities of its faculty, staff, and students.

**Factual Background**

Pursuant to the ICIC Policy, EMPLOYEE has disclosed that EMPLOYEE is engaged in activities external to EMPLOYEE’s professional responsibilities at RIT. *Please provide specific information sufficient for SUPERVISOR to identify conflicts of interest and commitment, including for example the nature of relationship between the Employee and the COMPANY, whether any other RIT parties are involved, and the nature of the activities in which EMPLOYEE will be involved*.

**Conflict of Interest Management Plan**

EMPLOYEE may proceed with the outside consultant relationship with COMPANY under the following circumstances:

1. **Rochester Institute of Technology**. EMPLOYEE acknowledges that RIT is not a party to any contract with COMPANY, including consulting or nondisclosure agreements between EMPLOYEE and COMPANY, and shall have no obligations or potential liability under any such agreements. EMPLOYEE may not enter into any contracts that may impair RIT’s rights in any way by any agreements with COMPANY.
2. **Conflict of Commitment**. EMPLOYEE’s primary obligation is to RIT. EMPLOYEE may consult with COMPANY provided that EMPLOYEE’s full-time obligations to RIT are met. Notably, RIT faculty members owe their primary professional allegiance to RIT, and their primary commitment of time should be to the education, research, and scholarship programs of RIT. Outside professional activities must not detract from or interfere with EMPLOYEE’s full-time obligations to these duties.
3. **Limitations on Time Spent as Consultant and Responsibilities**. EMPLOYEE’s time commitment to consulting duties must not interfere with EMPLOYEE’s duties and obligations at RIT. EMPLOYEE must disclosed other outside activities, including any consulting work, in EMPLOYEE’s plan of work, which must be approved in writing by SUPERVISOR. If EMPLOYEE’s commitment to EMPLOYEE’s primary duties at RIT diminishes due to the relationship with COMPANY, then SUPERVISOR shall revisit the terms and conditions of this Conflict of Interest Management Plan.
4. **Publications, Presentations, and Research Integrity**. EMPLOYEE shall make full disclosure of EMPLOYEE’s ownership or consultant relationship with COMPANY in any publication, presentation, or other written materials that pertain to EMPLOYEE’s work on which EMPLOYEE contributes in the [FIELD OF RESEARCH]. This disclosure shall be under primary listing of EMPLOYEE as a Professor at RIT. Similar disclosures should be made in speaking activities related to [FIELD OF RESEARCH].

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 RIT faculty or staff chosen by SUPERVISOR to determine whether a written disclosure of EMPLOYEE’s relationship with COMPANY is required, or a further review of the publication or research is warranted to preserve against claims to the integrity of the research and scholarship of RIT.

1. **Interactions with Students and Staff**. Activities of students, postdoctoral scholars, and staff must be free from the personal commercial and consulting interests of EMPLOYEE. In addition, the work of students, postdoctoral scholars, and staff must not be exploited in the course of EMPLOYEE’s outside interests or obligations. As a general rule, faculty should not hire or supervise RIT students in employment activities outside of the university while teaching the students, serving as the student’s advisor, or as a participant on the student’s dissertation, without written approval of SUPERVISOR.

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).

1. **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 consulting activities. Preferential access to research results, materials, or projects generated from RIT teaching or research activities may not be used for EMPLOYEE’s personal gain. Nor may confidential information acquired through conduct of RIT business or research activities 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.
2. **Use of RIT Name or Logos**. The RIT name, and any RIT logo, may not be used in any outside consulting activities.
3. **RIT and COMPANY Relations**. EMPLOYEE shall not be involved in negotiating the terms of any further contractual relations between RIT and COMPANY. Employee shall not approve or initiate any purchase or negotiate the terms of any contractual relations 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 promptly inform SUPERVISOR. The SUPERVISOR (or designee) will manage the activity in accordance with established RIT policies and procedures for procurement.
4. **Conduct of Research at RIT Sponsored by COMPANY**. In the event COMPANY wishes to conduct research at RIT, EMPLOYEE may participate in such research only with the prior written approval of the Vice President for Research, and under whatever additional conditions or oversight the Vice President for Research may require, including requiring joint PI’s on the project.
5. **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 the Vice President of Research, which consent may be withheld at the sole discretion of Vice President of Research).
6. **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.
7. **Federal Research Compliance**. 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.
8. **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.

**Acknowledgement**

I, EMPLOYEE, agree to this Conflict of Interest Management Plan, and understand that if circumstances change, it may need to be modified or amended in writing.I understand that by signing this Conflict of Interest Management Plan, I (1) certify that I have read and understand the Individual Conflict of Interest and Commitment Policy; (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 an 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.

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  EMPLOYEE Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: |
| **Approved**:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  SUPERVISOR: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Second Level SUPERVISOR: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: |