**Rochester Institute of Technology**

**Conflict of Interest Management Plan**

**Outside Activities and Business Interests of Staff**

**For**: *Name of Staff Member and Title* (“EMPLOYEE”)

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

**Re**: *Name and Title* (“COMPANY”)

The Rochester Institute of Technology (RIT) expects its employees to conduct their job duties and responsibilities in accordance with university policies and procedures, and in compliance with all applicable laws and regulations. RIT recognizes that many staff members have expertise, talents, knowledge, and skills, which have value to outside organizations, both public and private. Certain outside activities, either professional or personal in nature, including for example consulting arrangements (with or without pay), outside business and financial interests, or other jobs (hereinafter “Outside Activities”) may present an actual or potential conflict of interest or commitment, or the appearance of a conflict and must be managed pursuant to the Individual Conflict of Interest and Commitment (ICIC). The 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 Outside Activities 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 Outside Activities in which EMPLOYEE will be involved*.

**Conflict of Interest Management Plan**

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 on which EMPLOYEE contributes. The disclosure should clearly state that the EMPLOYEE was acting on behalf of COMPANY and not RIT. For example: “*[NAME]’s contribution to this publication was as a paid consultant for COMPANY and was not part of his/her RIT duties or responsibilities*.” Similar disclosures should be made in speaking activities related to any consulting services.

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.

1. **Interactions with Students and Staff**. Activities of students and staff must be independent from the Outside Activities of EMPLOYEE. The work 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 staff member or student at RIT.
2. **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.
3. **Use of RIT Name or Logos**. The RIT name, and any RIT logo, may not be used in any Outside Activities.
4. **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.
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 SUPERVISOR, which consent may be withheld at the sole discretion of SUPERVISOR.
6. **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.
7. **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.
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.

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| **Approved**:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  SUPERVISOR (Name): | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Second Level SUPERVISOR (Name): | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: |