



CONFLICT OF INTEREST

COLORADO STATE UNIVERSITY

EMPLOYEE:

ENTITY/ENTITIES:

UNIVERSITY ADMINISTRATOR:

This Conflict of Interest/Conflict of Commitment Management Plan (“MANAGEMENT PLAN”) is required pursuant to applicable laws and regulations, and/or policies of Colorado State University (UNIVERSITY). It provides assurances to the UNIVERSITY, external entities, and the public that the activities described herein will be managed to avoid bias in the purpose, design, conduct, and reporting of RESEARCH; protect HUMAN SUBJECTS involved in research; safeguard against inappropriate use of UNIVERSITY resources, self-dealing, or the appearance of any of these; and assure the EMPLOYEE’s primary commitment of time and intellectual energy remains to the UNIVERSITY.

A. DEFINITIONS

A.1 Conflict of Interest

A conflict of interest (“COI”) occurs when there is a divergence between private interests and professional obligations such that an independent observer might reasonably question whether professional actions are determined by considerations of personal gain, rather than the best interests of the UNIVERSITY. A COI depends on the facts and circumstances of a situation, not the character or actions of the EMPLOYEE. A COI is not improper if it is disclosed as required by law, regulation, and/or policy, and is appropriately managed to avoid bias (or the appearance of bias). Refer to the Colorado State University Academic Faculty and Administrative Professional Manual (AFAPM) § D.7.7.

A.2 Conflict of Commitment

A conflict of commitment (“COC”) occurs when an external commitment exists which substantially burdens or interferes with the EMPLOYEE’s primary obligation and commitment of time and effort to the UNIVERSITY. Refer to AFAPM § D.7.6.1.

B. MANAGEMENT PLAN AND OVERSIGHT RESPONSIBILITIES

B.1 Conflict of Interest Management Oversight

The UNIVERSITY ADMINISTRATOR (UA), or their designee, shall make a reasonable effort to ensure the requirements set forth in this MANAGEMENT PLAN are implemented, modified as appropriate, and monitored. EMPLOYEE and UA will meet annually to discuss the outside activities and provide the COI OFFICE with a signed Confirmation Statement¹. The discussion should be included as part of EMPLOYEE’s annual review process. *Notwithstanding the actions of the UA, the EMPLOYEE understands they are responsible for following the requirements set forth in the MANAGEMENT PLAN.*

C. MANAGEMENT PLAN REQUIREMENTS

C.1 Research Activity

C.1 (a) Financial Support.

If EMPLOYEE anticipates engaging in a sponsored project for which the ENTITY will be a sub-awardee or subcontractor, EMPLOYEE must contact UA for *prior* approval. Before accepting any support (e.g., grants, contracts, unrestricted gifts, materials, etc.) from ENTITY, EMPLOYEE must disclose details of the support to UA for approval. EMPLOYEE must update their OUTSIDE ACTIVITIES REPORT to indicate the type of support

¹Templates available at: <https://www.research.colostate.edu/safety-and-compliance/conflict-of-interest/>

received. All sponsored projects conducted by UNIVERSITY for ENTITY must carry full costing in accordance with UNIVERSITY policy.

C.1 (b) Disclosure to Administration.

EMPLOYEE must disclose their affiliation with ENTITY on UNIVERSITY regulatory compliance protocols and on UNIVERSITY sponsored projects. EMPLOYEE cannot be responsible for invoicing or billing the ENTITY, or for institutional decision-making should any issue regarding the ENTITY's performance arise. Any such decisions must be made by the UA or their designee.

C.1 (c) Disclosure to Scientific Personnel.

EMPLOYEE must disclose affiliation with ENTITY to all PI/co-PIs of federally funded research that has a nexus with work performed for ENTITY. Disclosure must occur in writing via email with the UA and COI OFFICE carbon copied (see Sample Email¹).

C.1. (d) Interactions with Students, Trainees, and Staff.

Outside activities must not negatively affect students, post-doctoral associates, or staff, especially the academic progress of students. EMPLOYEE must provide information on their MANAGEMENT PLAN to all students, post-doctoral associates, and staff whom they supervise if these individuals participate in i) projects that are sponsored by ENTITY, ii) projects that include a subaward to ENTITY from UNIVERSITY, or iii) projects that have a nexus with work performed for ENTITY by EMPLOYEE. Disclosure must occur in writing via email with the UA and COI OFFICE carbon copied (see Sample Email¹). The information should include explanations of a) their relationship with the ENTITY, and b) the right of students, trainees, and staff to bring concerns about the effect of EMPLOYEE relationship with the ENTITY on their work, studies, or progress towards degree to the UA or the COI OFFICE. EMPLOYEE must direct any students, post-doctoral associates, and staff with financial interests in the ENTITY to submit an OUTSIDE ACTIVITIES REPORT. Any students, post-doctoral associates, or staff who independently have a financial interest in the ENTITY may be issued their own MANAGEMENT PLAN to include appointment of a non-conflicted, co-academic advisor or a non-conflicted, co-supervisor.

C.1. (e) Hiring and Employment.

EMPLOYEE must notify UA if they wish for the UNIVERSITY to hire an individual who has a financial interest in the ENTITY into a position over which EMPLOYEE has a UNIVERSITY supervisory role, or if a current student, post-doctoral associate, or staff member under EMPLOYEE supervision obtains a financial interest in the ENTITY. EMPLOYEE may not be directly involved in any final UNIVERSITY decision regarding UNIVERSITY employment of any individual who EMPLOYEE knows has a financial interest in the ENTITY, including employment. Any such decisions must be made by the UA or their designee.

C.1. (f) Publications and Data.

EMPLOYEE may not enter into a relationship with ENTITY that in any way restricts publication or presentation of UNIVERSITY research data, materials, products, or results in peer-reviewed journals, refereed academic conferences, and/or repositories (if required by federal sponsors). EMPLOYEE must acknowledge their association with both UNIVERSITY and ENTITY if a) the ENTITY sponsors research reported in the publication/presentation, in whole or in part; or b) the publication/ presentation is related to the ENTITY's commercial interests or intellectual property. If EMPLOYEE conducts biomedical research, disclosure in publications/presentations should conform to uniform disclosure guidelines (see Davidoff et al. JAMA 286: 1232-1234, 2001). A listing of ENTITY-related publications must be provided to the UA annually.

C.1. (g) Use of Non-Public Information.

EMPLOYEE may have access to non-public, UNIVERSITY information that might be of value to ENTITY. EMPLOYEE will maintain the confidentiality of non-public information. EMPLOYEE should consult with UA and/or the COI OFFICE if they are unsure whether specific information is considered public or not.

C.1. (h) Non-Solicitation.

EMPLOYEE will not solicit any UNIVERSITY employee to leave UNIVERSITY for employment by ENTITY without the prior written approval of the UA, including a move to part-time UNIVERSITY employment.

C.1. (i) Human Subjects.

For any human subjects protocol in which the ENTITY a) sponsors the study, or b) owns or licenses a UNIVERSITY technology used in the study, the following rules apply:

<i>All Studies</i>	EMPLOYEE must report the COI and provide this MANAGEMENT PLAN to the IRB within 30 days of assignment. EMPLOYEE must disclose relationship with ENTITY to study personnel.
<i>More than Minimal Risk</i>	EMPLOYEE may not serve as principal investigator (PI), co-investigator (co PI), or key personnel on the human subjects protocol. If EMPLOYEE wishes to apply for an exception to the restriction, UA must request the exception. This exception must be addressed to the IRB and COI COMMITTEE in writing.
<i>Minimal Risk</i>	EMPLOYEE may participate in the study with the following limitations unless otherwise decided upon by the IRB: EMPLOYEE must disclose the COI to participants in the study; EMPLOYEE may not participate in the recruitment, enrollment or consent of participants in the study; If the study meets the definition of a clinical trial, EMPLOYEE must designate a non-conflicted co-PI or other key personnel on the study with responsibility for acting as an independent reviewer of the data analysis.

Note: The IRB may impose additional requirements with respect to EMPLOYEE participation in any study.

C.1. (j) Animal Care and Use.

EMPLOYEE must disclose affiliation with ENTITY on animal care and use protocols that include the conduct of research that is sponsored by ENTITY.

C.1. (k) Biological Safety.

EMPLOYEE must disclose affiliation with ENTITY on biological safety protocols that include the conduct of research that is sponsored by ENTITY.

C.1. (l) Facility Use.

If ENTITY uses UNIVERSITY resources, it will do so consistent with Colorado Revised Statutes. UNIVERSITY resources may not be used by ENTITY without a governing agreement between UNIVERSITY and ENTITY. Any such FACILITY USE AGREEMENT must be approved by all relevant UNIVERSITY offices, including the UA, and incorporated as part of this MANAGEMENT PLAN *prior* to the commencement of any work.

C.1. (m) No Competition with University.

EMPLOYEE must obtain prior approval from the UA to pursue funding opportunities (*e.g.*, sponsored research, service, etc.) to be administered through ENTITY and not UNIVERSITY, if UNIVERSITY is otherwise eligible to administer the award. Opportunities that UNIVERSITY is not eligible for, such as those limited to private entities, do not need to be presented to the UA.

C.1. (n) Intellectual Property.

EMPLOYEE will document all discoveries and submit all invention disclosures for their research program regardless of funding source, as required by UNIVERSITY's Intellectual Property Policy (#1-0006-001). A copy of all invention disclosures must be provided to the UA annually.

C.1. (o) Payments to UNIVERSITY.

UNIVERSITY has a fiduciary duty to collect all amounts due in a timely manner and will pursue collections of any amounts owed up to and including referral to a collections agency or the State of Colorado. EMPLOYEE relationship with ENTITY does not exempt or excuse ENTITY from normal collection practices.

C.1. (p) Recusal.

Contract Negotiation, Approval, and Signature: EMPLOYEE may not negotiate, approve, or sign any contract with the ENTITY, on behalf of CSU. Any such contract's terms and budget must be approved by your UA.

Invoicing, Billing, and Issue Resolution: If UNIVERSITY has a contractual relationship with the ENTITY, EMPLOYEE may not be responsible for billing or institutional decision-making should any issue arise regarding ENTITY performance under the contract. Any such decision must be made by an unconflicted party selected by the UA.

C.1. (q) Additional Requirements.

C.2 Professional Services

C.2 (a) Facility Use.

UNIVERSITY resources will be accessed consistent with Colorado Revised Statute and agreements between UNIVERSITY and ENTITY. UNIVERSITY resources may not be used to benefit ENTITY without a governing agreement between UNIVERSITY and ENTITY. Any such FACILITY USE AGREEMENT must be approved by all relevant UNIVERSITY offices, including the UA, and incorporated as part of this MANAGEMENT PLAN *prior* to the commencement of any work.

C.2. (b) UNIVERSITY Affiliation.

EMPLOYEE will ensure clientele recognizes UNIVERSITY does not endorse, support, or hold liability for EMPLOYEE actions while EMPLOYEE is in the service of ENTITY. EMPLOYEE will not include UNIVERSITY branding in materials meant to promote interests of ENTITY.

C.2. (c) Use of Non-Public Information.

EMPLOYEE may have access to non-public information that might be of value to ENTITY, including the identity of potential clientele, internal billing rates of UNIVERSITY, or similar business data. EMPLOYEE will maintain the confidentiality of non-public information. EMPLOYEE should consult with UA and/or the COI OFFICE in the event they are unsure of whether information is considered public or not.

C.2. (d) No Competition with University.

EMPLOYEE, as an agent of ENTITY, will not divert business opportunities away from UNIVERSITY for PROFESSIONAL SERVICES that UNIVERSITY is qualified and capable of performing, and which would benefit the UNIVERSITY. Such PROFESSIONAL SERVICES must receive prior approval by UA.

C.2. (e) Non-Solicitation.

EMPLOYEE will not solicit any UNIVERSITY employee to leave UNIVERSITY for employment by ENTITY without the prior written approval of the UA, including a move to part-time UNIVERSITY employment.

C.2. (f) Unit Requirements.

EMPLOYEE will follow established policies, practices, and/or guidelines established by their unit for providing PROFESSIONAL SERVICES to ENTITY.

C.2. (g) Additional Requirements.

C.3 Procurement

C.3. (a) Disclosures.

EMPLOYEE will coordinate with appropriate UNIVERSITY offices to disclose their affiliation with ENTITY for cases that involve the procurement of materials from and/or collaboration with ENTITY regardless of procurement type or method of payment.

C.3. (b) Use of Non-Public Information.

EMPLOYEE may have access to non-public information that might be of value to ENTITY. EMPLOYEE will maintain the confidentiality of non-public information until such time as the information is made public through normal channels. EMPLOYEE should consult with UA and/or the COI OFFICE in the event they are unsure whether information is considered public or not.

C.3. (c) Recusal.

Contract Negotiation, Approval, and Signature: EMPLOYEE may not negotiate, approve, or sign any contract with the ENTITY, on behalf of CSU. Any such contract's terms and budget must be approved by your UA.

Invoicing, Billing, and Issue Resolution: If UNIVERSITY has a contractual relationship with the ENTITY, EMPLOYEE may not be responsible for billing or institutional decision-making should any issue arise regarding ENTITY performance under the contract. Any such decision must be made by an unconflicted party selected by the UA.

C.3. (d) Justification for Sole Source Contract.

Procurement via a SOLE SOURCE CONTRACT requires justification from EMPLOYEE and approval by UA.

D.3. (e) Additional Requirements.

C.4 Conflict of Commitment

By signing and accepting this MANAGEMENT PLAN, EMPLOYEE affirms their primary professional obligation is to the UNIVERSITY, including the obligations of research and other creative activity, teaching, advising, service and/or outreach; accessibility to students, staff, and colleagues; and performing the duties outlined in their employment contracts during their appointment period.

If EMPLOYEE receives compensation for effort on sponsored projects, they will devote the amount of required effort in accordance with all applicable grants, contracts, laws, rules, and regulations. EMPLOYEE may not engage in activities that make it infeasible to perform work on all UNIVERSITY sponsored projects, or in any way affects the work of projects sponsored by the federal government.

If EMPLOYEE has an appointment at ENTITY (e.g., regular/visiting/courtesy/guest faculty or scientist, etc.) and/or receives research support that is administered through ENTITY and not UNIVERSITY, EMPLOYEE acknowledges their responsibility to report research support, and ENTITY affiliation, on all applicable supporting documentation for UNIVERSITY sponsored projects, including (but not limited to) the Biographical Sketch and Current & Pending Support/Other Support documents. A COC may require a reduction in appointment at UNIVERSITY to less than 1.0 full-time equivalent.

EMPLOYEE agrees to monitor their time commitment to ENTITY and communicate with UA to assure this commitment does not adversely impact their responsibilities and commitments to UNIVERSITY. Should the UA determine that the external commitment affects EMPLOYEE's performance, modifications will be made and amended to this MANAGEMENT PLAN.

E. AMENDMENTS

UNIVERSITY reserves the right to amend this MANAGEMENT PLAN and to impose new or additional conditions. UNIVERSITY will notify EMPLOYEE and UA by email in advance of these changes.

F. ACKNOWLEDGEMENT

The following disclosure applies: *"Colorado Revised Statutes create individual and personal obligations for disclosing and managing conflicts of interest, including disclosure to the Secretary of State under certain*

circumstances. A violation of such statutes can result in criminal sanctions. Thus, it is recommended that Members seek their own legal counsel as they may deem appropriate to protect their legal interests with respect to compliance with conflict of interest statutes.”

The undersigned hereby acknowledge and agree to abide by the UNIVERSITY’s Conflict of Commitment and Consulting Policies (Academic Faculty and Administration Professional Manual § D.7.6 and § D.7.7) and agree to abide by the MANAGEMENT PLAN.

Approved and Agreed:

EMPLOYEE

Unit Chair/Head/Director or Equivalent

Dean’s Office or Equivalent