**APPENDIX E: CONFLICT MANAGEMENT PLAN FOR COLLABORATIVE ACTIVITIES**

**EMPLOYEE** [insert name]

**COMPANY** [insert company name]

**UNIVERSITY** Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas, Fayetteville

**DESCRIPTION OF CONFLICT[S] TO BE ADDRESSED**

This Conflict Management Plan (CMP) is in order because Employee [insert description of relationship, e.g., is a founder of, has equity in*,* holds a position in] Company. Employee’s connection to the company and Employee’s duties at the University create the appearance of, and the potential for, a Conflict of Interest (COI) when engaging in collaborative, sponsored or unsponsored, research activities.

**TIME COMMITMENTS**

Employee is a [insert position description, e.g., a 9-month, tenured faculty member]. As such, subject to fully and successfully meeting Employee’s teaching, research/creative and other assigned duties to the University, Employee may be allowed to commit up to a maximum of [insert work limit, e.g. 15 work days, exclusive of weekends, per semester to an outside interest whether it be commercializing technology through his own private companies, consulting, public service or pro bono work].[[1]](#footnote-1) Employee’s efforts on behalf of Company, combined with all other external activities shall not exceed the maximum number of days allowed by UAF Policy.

**TERM OF THIS CONFLICT MANAGEMENT PLAN**

This CMP shall be in effect for a minimum period of one year from the date of last signature below. To remain in effect, it must be updated at least annually or as often as required to reflect a significant change(s) in the relationship between Employee and Company.

**FINANCIAL CONCERNS:**

**Subcontracts and Contracts from Company to University**

Under no circumstances shall University personnel or resources, e.g., equipment, laboratory space, materials, etc., be used for the benefit of Company without appropriate reimbursement by Company. While the University wishes to support creative and entrepreneurial endeavors, its educational and research missions must take precedence. It is imperative that the interests of Company not supplant the mission of the University. All projects for Company shall include in the budget sufficient funds to cover all costs incurred in the performance of the scope of work as outlined in the subcontract. This includes, but is not limited to, user fees for the use of any University equipment. The use of University facilities shall be only through a Sponsored Research Agreement, Facilities Use Agreement, or a lease agreement with the University of Arkansas Technology Development Foundation.

**Use of university email, fax and postal/shipping services**

Employee shall not use University email, fax, or postal/shipping services to conduct Company business. Likewise, Employee shall not use Company resources to conduct University business.

**Subcontracts to Company from University**

All subcontracts from the University to Company must be approved by the Board of Trustees in accordance with Arkansas Procurement Law[[2]](#footnote-2). All deliverables and invoices submitted by Company in performance of the project will be reviewed by Employee and an independent, third party with sufficient knowledge and experience to ensure that the terms of the subcontract agreement are being met and costs are reasonable and allowable in accordance with University policy and the terms and conditions of the University’s prime award.

**Expenditure of Funds**

All expenditures will be approved by [insert name and title of reviewer] or the designee through the electronic protocols set up by the University. Through this protocol no purchase can be made without electronic approval. The only exceptions are purchases made through blanket purchase orders. These will be approved by [insert name and title of reviewer, can be the same as the person named above].

**Travel**

All travel undertaken solely on behalf of Company must be paid for by Company. The time and effort issues related to Company travel shall be coordinated with the department head and receive prior approval. Such travel will be reported in accordance with the University's Policy 404.0, Conflict of Interest and Conflict of Commitment, Including Outside Interests.

**SUPERVISING AND ADVISING STUDENTS**

Academic co-advisers and Thesis/Dissertation co-chairs (for graduate students), will be appointed for Employee’s students who are employed by Company or work on a University project funded by Company. Employee shall not solely supervise students working on a University project funded by Company. The co-chair or other independent, third party shall approve the student work assignments, certify the student’s time and effort, and review the work completed on behalf of the project.

This CMP must be disclosed to any student(s) involved in the above circumstances. It should be made clear to the student(s) that a potential COI inherently arises from the faculty member’s dual role in such a situation and not from the character or actions of the individual, and that acknowledging a potential COI does not mean the faculty person is being accused of unethical behavior. Once all potential conflicts of interest involving students are explained, students will sign a statement acknowledging they have been adequately notified, that they understand the circumstances, and that a faculty or staff member has been identified who can provide assistance should they encounter any difficulties with these circumstances.

**SUPERVISION OF UNIVERSITY PERSONNEL**

If University personnel supervised by Employee are employed by Company or work on a University project funded by Company, an alternate supervisor(s) will be appointed to supervise University work and certify time and effort.

**INTELLECTUAL PROPERTY**

[In most cases University will own Intellectual Property (IP) created by Employee during collaborative or consulting arrangement and Option A language shall be used. In rare cases, if Employee is engaged in external consulting and desires that IP developed under a Consulting Agreement is not considered an Invention under Board of Trustees Policy3 Section I.D.2.c, are thereby owned by Company, Option B language shall be used.]

**Option A:**

Ownership of IP developed during the course of a collaborative endeavor shall be determined in accordance with Board of Trustees Policy[[3]](#footnote-3) and with an Allocation of Rights Agreement, if any, approved by an external sponsor as a condition of a prime award. Any contract between Company and Employee shall include the following language:

“1) Company acknowledges that Employee is obligated by primary employment to the University of Arkansas, Fayetteville (“University”) which is governed by the Board of Trustees of the University of Arkansas and its policies, including Board of Trustees Policy 210.1. Company agrees and acknowledges that Employee’s responsibilities with Company are outside of the Employee’s employment obligations with University. Responsibilities of Employee provided to Company that fall within Employee’s employment obligations with University that could lead to the development of intellectual property (IP), including patent eligible and/or licensable technology shall be conducted within a separate Intellectual Property Management Agreement or Sponsored Research Agreement between Company and University.

2) Nothing in this Agreement shall be construed to restrict or hinder Employee’s ability to conduct current or future research or teaching assignments with University.”

**Option B:**

The IP developed or created by Employee under a Consulting Agreement (as defined in Board of Trustees Policy3) shall not be an Invention (as defined in Board of Trustees Policy3) subject to Board of Trustees Policy3 and may be owned by Employee or Company or organization for whom Employee consults provided Employee:

1. obtains campus authorization prior to starting the consulting or business activity;
2. abides by all applicable Conflict of Interest and Conflict of Commitment policies; and
3. develops or creates such intellectual property without the use of (a) facilities owned, operated, or controlled by the University, (b) a pre-existing Invention (as defined in Board of Trustees Policy3) owned by the University, or (c) University Research (as defined in Board of Trustees Policy3).

It is the responsibility of the employee to ensure and establish that the IP developed or created pursuant to a Consulting Agreement satisfies the conditions of the preceding and is in compliance with Board of Trustees Policy3 Section I.D.2.c.

This fully executed CMP serves as campus authorization that the IP developed or created by Employee under a Consulting Agreement (as defined in Board of Trustees Policy3) shall not be an Invention (as defined in Board of Trustees Policy3) subject to Board of Trustees Policy3 and may be owned by Employee or Company or organization for whom Employee consults.

Any contract between Company and Employee shall include the following language:

“1) Company acknowledges that Employee is obligated by primary employment to the University of Arkansas, Fayetteville (“University”) which is governed by the Board of Trustees of the University of Arkansas and its policies, including Board of Trustees Policy 210.1. Company agrees and acknowledges that Employee’s responsibilities with Company are outside of the Employee’s employment obligations with University. It is acknowledged that Employee has obtained campus authorization that the intellectual property developed or created by Employee under this agreement shall not be an Invention (as defined in Board of Trustees Policy3) subject to Board of Trustees Policy3 and may be owned by Employee or Company or organization for whom Employee consults.

2) Nothing in this Agreement shall be construed to restrict or hinder Employee’s ability to conduct current or future research or teaching assignments with University.”

**UNRESOLVED ISSUES**

In the event that problems arise that cannot be resolved by this plan, they will be resolved collaboratively by the Provost, Executive Director of Technology Ventures, Vice Chancellor for Research and Innovation, Office of Research Integrity and Compliance, College Dean, and the Department Head/Chair.

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| **AGREED** |  |  |  |  |
|  |  |  |  |  |
| Insert Name DateInsert Title |  | Insert Name DateDepartment Head/Chair |  | Insert Name DateDean |
|  |  |  |  |  |
| **APPROVED** |  |  |  |  |
|  |  |  |  |  |
| Insert Name DateDirector, Research Integrity and Compliance |  | Insert Name DateVice Chancellor for Research and Innovation |  | Insert Name DateExecutive Director of Technology Ventures |

1. UAF Policy 404.0, Conflict of Interest and Conflict of Commitment, Including outside Activity. [↑](#footnote-ref-1)
2. Arkansas Procurement Law 19-11-717. State-supported institutions of higher education. [↑](#footnote-ref-2)
3. Board of Trustees Policy 210.1, Patent and Copyright Policy [↑](#footnote-ref-3)