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| --- | --- | --- | --- | --- |
|  | *Florida State University* | | *Plan Name:* |  |
|  | Conflict of Interest Management Plan | | | |
|  | | | | |
| **Name of Employee:** (to which this plan applies) | |  | | |
| Department/Center/Institute: | |  | | |
| Entity Name: | |  | | |
|  | | | | |

**1. Reason for Management Plan**

This Plan addresses actual or potential conflicts of interest arising out of the Employee’s relationship with Entity.

A.  Employee has requested an exemption pursuant to Section 112.313(12)(h), Florida Statutes (copy attached).

B.  Employee has a financial interest and/or outside activity reported in FSU’s Conflict Administration Management System (CAMS) that does NOT require an Exemption from Florida Statutes, but which has been determined by the University to be permitted only pursuant to a management plan.

**2. Description of Conflicts**

If you checked 1.A. above, skip to Question 4. (Your *Request for an Exemption of Conflict of Interest Laws* under Section 112.313(12)(h) will provide the answers to this section.)

If you checked 1.B. above, describe the conflict of interest (both actual and potential) to be addressed by this management plan. It is recommended that you do this by describing (1) your employment responsibilities at the University, (2) your outside activities and/or financial interest(s) that are involved in this, (3) delineation of the differences, and (4) identification of the potential areas in conflict. Areas of conflict should be identified in detail. The delineation of duties should reveal clear distinctions between your obligations to the University and your efforts and duties for the outside or your financial interests.

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| --- |
| Describe (for 1.B.): |

**3. Term of Management Plan**

If you checked 1.A. above, this management plan, if approved, shall be effective for the same period approved for the *Request for Exemption from Conflict of Interest Laws.* If you checked 1.B. above, the effective period of this Plan will be from date of final signature through      . The initial maximum period shall not exceed five (5) years. Extensions may be granted by the Office of Research Compliance Programs with proper justification.

The Institutional Representative may modify the terms of this plan upon the request of the Monitor, or terminate this plan if the Institutional Representative determines that a conflict has been eliminated.

**4. Management Plan Monitor**

The Monitor has the primary responsibility to monitor the Employee’s activities on behalf of the Institutional Representative as described herein:

|  |  |
| --- | --- |
| Monitor Name: |  |
| Title: |  |
| E-Mail: |  |

**5. Institutional Representative**

The Institutional Representative, on behalf of the University, has the primary responsibility for ensuring that the Employee complies with the Plan, which is a document that outlines and implements measures to actively reduce, mitigate or eliminate an actual, potential or perceived conflict of interest held by the Employee.

|  |  |
| --- | --- |
| Representative Name: | **Diana Key** |
| Title: | Director, Research Compliance Programs |
| E-mail: | [dkey@fsu.edu](mailto:dkey@fsu.edu) or [research-compliance@fsu.edu](mailto:research-compliance@fsu.edu) |

**6. Management of Conflicting Interests/Conditions of Approval**

The parameters set forth in this Section 6, are the requirements that Employee must follow in managing the conflict of interest at issue. These requirements define the parameters necessary to effectively manage or mitigate the conflict, or the potential for conflict, pursuant to Federal, State, and University regulations. Many of the conditions set forth in this section are restatements of rules, regulations, or statutes to which Employee is already subject as a University employee, but which are important to note given the conflicts of interest involved. Additional requirements are included, as deemed appropriate. The Employee and Monitor should review and discuss all the conditions of this Plan.

**A. Integrity of Research and Education Programs.** Employee recognizes that his/her primary professional responsibilities are to the University. Teaching and research, based on the highest standards of scientific objectivity, are paramount to fulfilling that responsibility as well as adherence to the Code of Ethics as established under Part III of Chapter 112, Florida Statutes. To confirm that Employee is meeting applicable standards, the following will apply:

* The Monitor may attend all laboratory/program and/or personnel meetings and shall be provided with any information regarding Employee’s activities, upon request.
* As part of the annual reporting process described in Section 6.M. below, Employee’s activities will be reviewed. This review may include a discussion of the Employee’s allocation of efforts as well as Employee’s research methodologies and results as applicable.
* Additional reviews (e.g. quarterly or semi-annual) by independent reviewers, such as a committee of disinterested scientists, modification of the research plan/protocol, or disqualification from participation in all or part of the research, may also be required depending on the nature and extent of the conflict of interest.

The [*Management Plan Annual Report*](https://www.research.fsu.edu/media/8097/mpannualreport.docx) should be used for all reviews as described herein. Please refer to Section 6.O for special conditions, if any.

**B. University Rights to Intellectual Property.** Employee has agreed not to take any action which would in any way limit the University’s rights to intellectual property developed by Employee or any other University employee or student. The Employee will continue to work diligently with the University to assure that publications of research or work performed are done in such a manner that the intellectual property rights of the University and those associated with the University are maintained. Employee will promptly fulfill all requirements of the applicable University intellectual property policies, including all reporting requirements.

**C. Dissemination of Research Results.** Publication of research results is the cornerstone to the existence of the University’s research program(s) and to the undergraduate/graduate program(s) that might also be associated with Employee and Employee’s potential conflict of interest. Employee will assure that publications are accomplished in a manner that protects the intellectual property rights of the University and will assure that graduate students are allowed to present, defend or publish theses and dissertations in a timely manner and that post-doctoral personnel are allowed to publish and make presentations in a timely manner.

**D. Use of University Equipment, Facilities, Services, Students, or Personnel in Outside Activity.** University equipment, facilities, services, students, and personnel are available only for the use and benefit of the University. Therefore, Employee agrees to not use any University equipment, facilities, services, students, or personnel in the course of any responsibilities he/she has pursuant to his/her activities with Entity. Incidental use of equipment, such as the telephone (local calls), fax machines, and computer resources by the Employee for communication purposes may be permitted.

If in the future Employee wishes to use University equipment, facilities, services, students, or personnel, he/she must receive approval through the appropriate University departments and representatives. Such use must be only on a non-interference basis, may require compensation to the University, and must be justified by the uniqueness of the equipment or services. Contact the Institutional Representative for guidance.

Authorized use of equipment, facilities, services, students, or personnel by Entity pursuant to a research agreement between Entity and the University is not subject to this provision.

**E. No Use of University Name.** Employee may not use the name of the University in connection with Employee’s activities with the Entity without the express written permission of the Institutional Representative with regard to each instance of use. Such written approval is required in addition to any approvals required under any agreement between the Entity and the University. Additional conditions may be imposed upon such approval such as the requirement that the Entity include a disclaimer concerning the University in connection with the use of the name.

**F. Disclosure to Laboratory/Program or Center Personnel.** Within thirty (30) days of final approval of this Plan, the Monitor will meet with personnel and students working in the Employee’s laboratory/program/area to discuss their duties and responsibilities in the laboratory/program/area, the Employee’s duties and responsibilities in the laboratory/program/area, and the Employee’s relationship with the Entity. An *Employee Disclosure Statement* will be provided to them at the meetings. A template is provided in Attachment A. Employee will inform the Monitor whenever any personnel changes (both additions and deletions) are made in Employee’s laboratory/program/area that in any way impact this Plan. Furthermore, Employee will keep the Monitor informed of any changes in student supervision that impact this Plan.

**G. Disclosure in Proposals and Publications.** The Employee will include a disclosure statement in all proposals submitted for funding and journal articles, posters, presentations, etc., submitted for publication related to this research. A sample disclosure statement is provided below:

*[Insert Name of Employee] [owns stock or stock options in, and/or receives royalties from, and/or describe any other relationship to] [Insert name of Entity] and may benefit financially as a result of the outcomes of [Insert Name of Employee]’s research or work reported in this proposal/publication.*

The employee will provide copies of any or all proposals and/or publications to the Monitor upon request.

**H. Human Subject Research.** If Employee is conducting research involving human subjects and the outcome of that research may favorably or unfavorably affect any financial interests Employee derives from the Entity, Employee shall fully disclose Employee’s interest in, or relationship to, the Entity to the Institutional Review Board (IRB) and follow any requirements or limitations placed on Employee or the research imposed by the IRB. In addition, Employee will disclose Employee’s interest in, or relationship to, the Entity in the IRB-approved informed consent to be provided to each human subject involved in the research.

**I. Entity’s Use of University Personnel and Students.** Employee agrees to notify University whenever he/she becomes aware that Entity is employing any students or other University employees, even on a part-time or voluntary basis, without the express written approval of the University.

**J. Confidentiality of Information.** Employee will not disclose or provide any University information or work products, including research results, not available to the general public to Entity except under the terms of an appropriate written agreement between the University and the Entity.

**K. No Competition with University.** Employee will not process any research contracts or grants through Entity if those grants may otherwise have been processed through the University without the express written approval of the Institutional Representative. Employee may apply for such grants/contracts through Entity only after it has determined there is no University interest in pursuing them.

**L. Avoidance of Contractual Conflicts.** In order to avoid conflict situations, Employee agrees not to participate in any negotiations concerning agreements between the University and the Entity except to provide information concerning Employee’s activities at the University in connection with proposed agreements or research agreements.

**M. Annual Report.** By June 1 of each year this plan is in effect, Employee must submit a Management Plan Annual Report to the Monitor using the [*Management Plan Annual Report*](https://www.research.fsu.edu/media/8097/mpannualreport.docx) form. The Monitor and Employee shall sign the report and forward a copy to the Institutional Representative.

**N. Changes to Disclosure**. Employee will promptly report to the Monitor any changes to the information disclosed by Employee in connection with this Plan, including changes in the Employee’s relationship to the Entity, significant changes in Employee’s responsibilities at the University, and new sources of funding for research in areas in which the Entity also has an interest. The Monitor must also be informed of any new additional outside activities or financial interests required to be reported under applicable University policies. This disclosure will allow the Monitor to evaluate whether any changes to this Plan or the Employee’s request for exemption, if applicable, are necessary. The Monitor shall confer with the Institutional Representative, as needed, in making a determination of whether any changes are required. This reporting required from the Employee is in addition to any other disclosures or reporting that is required to other University personnel pursuant to applicable University policies.

**O. Other Conditions.** Other parameters necessary to effectively manage the conflict, or the potential for conflict, are set forth below *(Check all that apply and delineate action to be taken)*:

Management of activity or research by independent reviewers;

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| --- |
| Advisory committee of disinterested scientists,  Other committee or individuals as described below: |
| Describe: |

Modification of the research plan/protocol;

|  |
| --- |
| Describe: |

Disqualification from participation in all or a portion of the research/protocol;

|  |
| --- |
| Describe |

Other

|  |
| --- |
| Describe: |

**P. Compliance with University policies.** Employee must comply in all respects with University policy, which includes disclosures in the Conflict Administration Management System (CAMS), following all federal reporting requirements, as applicable, and filing new requests for exemption as needed.

**7.** **Employee Acknowledgement**

Employee understands and agrees that violation of the conditions of this Plan or University rules and policies governing outside activities and conflict of interest or the unauthorized use of University equipment and personnel and intellectual property, is grounds for withdrawing approval of Employee’s exemption of outside activity or interest, this Plan and the termination of any agreements between the University and the Entity.

In addition, failure to comply with this Plan may result in a Retrospective Review. A retrospective review means that the Office of Compliance Programs (1) conducts an investigation to determine if bias was found in the design, conduct, and reporting of research results, (2) report the findings of the investigation to the funding agency if such bias was found, (3) and, if bias was found, working with the Employee to create a Mitigation Plan to mitigate the effect of the bias (e.g., impact on the research project, extent of harm, including any qualitative and quantitative data to support any actual or future harm; and an analysis of whether the research project is salvageable.

Acknowledge & Agreed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Employee Signature

**7. Management Plan Approvals**

The signatures below reflect the approvals of the following personnel to implement the Plan set forth in this document.

|  |  |  |
| --- | --- | --- |
| **Role** | **Signature** | **Date** |
| Management Plan Monitor |  |  |
| Institutional Representative |  |  |

**Exhibit A**

**Employee Disclosure Statement**

**TO** [Name of individual to receive this disclosure]**:**

**FROM (**Employee Name)**:**

The University has determined that a conflict of interest or potential conflict of interest exists by the Employee’s relationships and financial interests noted below. The University has determined that the noted conflict can be managed through an appropriate management plan agreed to by the Employee. As part of that management plan, all applicable FSU personnel and students are being advised of these relationships and financial interests by means of this disclosure statement.

**The Entity referenced in this disclosure is:**

The Employee has filed a Request for Exemption/Disclosure under Section 112.313(12)(h), Florida Statutes. The exemption was requested in order to:

Allow Entity to enter into a licensing agreement with the University.

Permit research which will be conducted under a research agreement between the University and the Entity.

Other:

Employee’s Financial Interests:

Employee has an invention that is licensed by the University to the Entity and may receive royalties under this license as a result of this research.

Employee has an ownership interest in the Entity.

Employee is providing, or may provide, consulting services to the Entity.

Other:

Briefly describe the outside activity or financial interest. Describe work of the Employee at the University and distinguish it from any work done for the Entity.

**Plan Monitor:**

The Monitor has the primary responsibility to monitor the Employee’s activities on behalf of the Institutional Representative as described herein:

|  |  |
| --- | --- |
| Monitor Name: |  |
| Title: |  |
| Address: |  |
| Phone: |  |
| E-Mail: |  |

**Institutional Representative**:

The Institutional Representative, on behalf of the University, has the primary responsibility for ensuring that the Employee complies with the Plan, which is a document that outlines and implements measures to actively reduce, mitigate or eliminate an actual, potential or perceived conflict of interest held by the Employee.

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| --- | --- |
| Representative Name: | **Diana Key** |
| Title: | Director, Research Compliance Programs |
| Address: | 2019 Westcott North Annex |
| Phone: | (850) 644-8648 |
| E-mail: | [dkey@fsu.edu](mailto:dkey@fsu.edu) or [research-compliance@fsu.edu](mailto:research-compliance@fsu.edu) |

**Acknowledgement of Individual Receiving this disclosure:**

I acknowledge receiving this disclosure and understand that the Employee, the Monitor, and the Institutional Representative are available for consultation with me should I have any questions or concerns regarding these relationships; or regarding any potential conflicts of interest, including questions concerning research design and conduct, use of University resources (including my time and effort), employee or student assignments, and ownership of intellectual property.

Signature: Date: