Conflict of Interest/Commitment Management and Oversight Plan for

**Professor XXX’s Financial Interest in THE COMPANY**

**Background:**

The purpose of this document is to present a plan to address the conflict of interest and commitment issues that may arise in connection with Professor SSS’s involvement with COMPANY.

The company was founded DATE, by Professor XXX, Professor TTT and Dr. RRR. It is located at ADDRESS. The company aims to develop [fill in its aims].

# Management of Faculty Conflict of Commitment

Pursuant to University regulations, Professor XXX will annually report POSSESSIVE PRONOUN activities with THE COMPANY in POSSESSIVE PRONOUN *Report of Non-University Activities*. In addition, the Head of the Department of QQQ, or POSSESSIVE PRONOUN designated representative, will annually review Professor XXX’s activities*.*

Professor XXX expects to spend no more than one day per week on POSSESSIVE PRONOUN activity with THE COMPANY.

# Managing Conflicts of Interest Concerning Involvement of Other University Personnel

At this time, there are no plans to involve additional University personnel (students, postdoctoral employees, faculty, or staff) in this project, other than Professor XXX, Professor TTT and Dr. RRR. However, in order to avoid any potential conflict concerning employment of University students or staff, the following process will be used.

If THE COMPANY is considering employment of any University of Illinois students or staff, Professor XXX will notify the Head of UNIT in writing. The Head, or POSSESSIVE PRONOUN designee, will notify the Executive Associate Vice Chancellor for Research handling conflict of interest issues, who will inform the affected student(s) or staff in writing that a faculty member is part-owner of the Company and that the student or staff member should notify the EAVCR if he or she feels that involvement with the COMPANY (or lack of involvement with THE COMPANY) in any way adversely affects his or her academic progress or employment status. *In general, a faculty member’s thesis students should NOT be employed by or otherwise involved in a faculty start-up company.*

In the event that a student working at THE COMPANY enrolls in a class taught by Professor XXX, Professor XXX will notify the Head of QQQ, and grading for that course will be reviewed by the Head.

Faculty, staff or students who work on SBIR/STTR projects sponsored by THE COMPANY at the University should be informed that a faculty member has an interest in THE COMPANY and that they may contact the EAVCR if they have any concerns regarding their role in the sponsored research project.

Approval of effort reports and requests for travel or other reimbursements by Professor XXX from either sponsored or institutional funding will be overseen by the Head or his/her designee.

# Relationship between the Company and the Faculty Member’s University Research

Professor XXX maintains an active program of research and teaching at the University. POSSESSIVE PRONOUN involvement with COMPANY is separate from POSSESSIVE PRONOUN University activity. Professor XXX agrees that POSSESSIVE PRONOUN first responsibility is to the University and that only applied research not appropriate, or whose funding is not available, to the University will be conducted by THE COMPANY. Funding and other resources that support Professor XXX research program at the University and the direction of that research program are not to be used to support THE COMPANY unless contractual arrangements are made with the University.

Professor XXX will separate POSSESSIVE PRONOUN role as a faculty member at the University of Illinois from POSSESSIVE PRONOUN role as co-Founder of YYY. For example, when POSSESSIVE PRONOUN travel is funded by one of the organizations, Professor XXX will not deliver presentations or engage in marketing and outreach activities on behalf of the other organization. In POSSESSIVE PRONOUN publications and presentations, Professor XXX will articulate the relationship between POSSESSIVE PRONOUN role as an author/presenter and the two organizations.

In the event that THE COMPANY subcontracts research activity to the University, the use of facilities and people, including research assistants and their tuition, will be compensated in full. Research subcontracted to individuals in the University will be subject to the standard grants and contracts review process, and will complement and not conflict with their University responsibilities. The PI of any subaward to the University must be different from the PI of the prime award. A University employee overseeing the activities and/or financial decisions of THE COMPANY may not award sponsored funding to him/herself as a PI or to his/her research program at the University.

In the event that THE COMPANY is a subawardee on a sponsored research project at the University, the Unit Executive Officer of the unit administering the grant, or his or her designee, will review and approve any invoices submitted to the University by THE COMPANY.

In the event that a client of the Company supports research at the University, any research activity involving the client and Professor XXX should be reviewed by the Management Oversight Committee and pre-approved by the Unit Head.

In the event that Professor XXX submits and administers sponsored research projects through a unit on campus other than [home unit], [pronoun] will provide a copy of POSSESSIVE PRONOUN most current RNUA and this management plan to the unit executive officer and business office of that unit.

In the event that Professor XXX, in [pronoun] University capacity, seeks to procure services or products from THE COMPANY, Professor XXX will notify the unit executive officer and business office of the unit procuring the service or product of [pronoun] interest in THE COMPANY.

Should Professor XXX serve as an investigator on a project sponsored by the Public Health Service, he will disclose POSSESSIVE PRONOUN financial interests to the University as required by 42 CFR Part 50 Subpart F.

# Management of Conflicts of Interest Concerning Use of University Resources and Intellectual Property

Any use of University facilities or equipment by THE COMPANY will be covered by a technical testing agreement, or a facilities use agreement, by means of which all costs will be reimbursed to the University.

THE COMPANY will not utilize University personnel in support of company activities (e.g., scheduling company meetings, making purchases, writing proposals).

Professor XXX is obligated to disclose to the OTM all intellectual property developed in POSSESSIVE PRONOUN laboratory in which the University has an ownership interest and that has the potential to be brought into practical use for public benefit or for which disclosure is required by law.

If THE COMPANY wishes to utilize any University intellectual property, the company will negotiate an appropriate license with the University.

# Review Cycle

Professor XXX will submit an annual report on this outside activity to the Head of the UNIT, attached to POSSESSIVE PRONOUN Annual Report of Non-University Activities in the START myDisclosures system. This report will document (a) the time spent on the activity, (b) intellectual property disclosed during the past year, (c) any change in intellectual property licensed to THE COMPANY, (d) COMPANY use of University resources and arrangements made for reimbursement, (e) involvement of students and other University personnel in the company, and (f) the relationship between research in the Professor’s University laboratory and research conducted in the COMPANY. The Head will review this report, and will either approve it or convene the Management Oversight Committee for further review.

This plan can only be modified with the written consent of all signatories.

# Attachments

# List of inventions that Professor XXX has disclosed to OTM and its predecessors

**Acknowledgement of Agreement**

By signing below, I acknowledge my intent to comply with the principles and procedures laid out in this Conflict of Commitment and Interest Management Plan.

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| Professor XXX  Department of WWW | |  | | Date | |
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| **Management Oversight Committee**  By signing below, I acknowledge that I am willing to serve on the Management Oversight Committee and that I concur with the terms of this Conflict Management Plan. | | | | | | |
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| Professor DDD Department of EEE |  | | Date | |
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| Professor FFF  Department of GGG | |  | | Date | |
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| Professor MMM Department of NNN | |  | | Date | |

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| Approvals By signing below, I acknowledge that I approve of Professor XXX’s outside activity with THE COMPANY, as described in this Plan, and concur with the terms of this Plan. | | | |
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| Professor VVV, Head  Department of UUU |  | Date |
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| IF NEEDED  Associate Director  Institute for III |  | Date |
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| Professor CCC, Dean  College of TTT |  | Date |
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| Melanie J. Loots, Ph.D.  Executive Associate Vice Chancellor for Research |  | Date |

**Appendix A. Table of University Personnel and their Involvement with the Company** (attached as an appendix, should include their status as university or non-university) (also if appointments are split between University and company, it’s good to delineate responsibilities on each side) (format of this is variable).

| **Current Employees** | **UIUC Title** | **Company Title** | **Responsibilities to the University** | **Responsibilities to the Company** |
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