

Memorandum

To: Deans
From: Dr. Elizabeth Cantwell, Senior Vice President for Research & Innovation
CC: Dr. Sangita Pawar, Vice President for Operations
Taren Ellis-Langford, Director, Conflict of Interest
Date: February 18, 2020
RE: Managing Conflicts of Commitment



Every full-time University employee has a primary commitment of time and intellectual energies to their work at the University. The impact of our research on society is of paramount importance to the University, and we do not want to squelch creative or entrepreneurial endeavors. However, it is important to balance that with “the University has a fiduciary responsibility to ensure that inappropriate external influences outside the course and scope of one’s University employment do not affect the performance of one’s primary duties to the University.”¹

Looking forward, the University is committed to improving the experience and compliance with conflict reporting and management. This year, a new, streamlined and easy-to-follow Conflict of Interest and Commitment Policy will be implemented. The Conflict of Interest Program will be reviewing Conflict of Commitment Forms to assist supervisors, department heads and deans in identifying and managing conflicts of commitment. In addition, the Conflict of Interest Program is developing guidance for the University community on topics such as Gifts, Agreements with Outside Entities, Foreign Entities, Students and University Space, Equipment and Information.

In the meantime, I want to remind the University community of the following:

- 1. All full-time University Employees are required to submit a Conflict of Commitment Form for approval of their Outside Employment and Outside Professional Commitments and must adhere to any associated plans to mitigate or limit any Conflicts of Commitment.** This applies to Outside Employment and Outside Professional Commitments that occur at any time during the calendar year while the employee’s status that of a full-time (0.50 FTE or greater) University Employee.
- 2. University Employees may not be employed as faculty members, professional staff, or administrators at any other postsecondary educational institution while they are full-time**

¹ See the University’s Conflict of Commitment Policy, <https://policy.arizona.edu/research/conflict-commitment-policy>.

University Employees unless approved under this Policy and a Conflict of Commitment Management Plan has been implemented. All management plans must protect ABOR/University-owned course material and be approved by the Conflict of Interest Program.

3. **University Employees who enter into consulting agreements with an outside entity should use the University-provided Consulting Agreement Addendum** (available by contacting the Conflict of Interest Program).
4. **University Employees cannot participate as a University representative in any University decisions related to outside entities in which they have an interest.**
5. **Faculty Members are generally prohibited from serving as Principal Investigator at the University on sponsored projects that are funded by an organization in which the Faculty Member has an Outside Employment or Outside Professional Commitment arrangement.** Exceptions may be approved by the Senior Vice-President for Research or the Conflict of Interest Program for circumstances such as an SBIR/STTR arrangement.
6. **If a Principal Investigator has an interest in an outside entity, the Principal Investigator should not subcontract University research to that company.** This creates a conflict because it appears the decision is being made to benefit the outside entity. If a Principal Investigator subcontracts University research to a company in which a co-Investigator has an interest, the co-Investigator should not participate in the budget and/or contract negotiations associated with the subcontract.
7. **Individuals cannot supervise University Employees at both the University and an outside entity.** A University Administrator who does not have an employment relationship with and/or professional commitment to the outside entity should be appointed to oversee the University Employee's time commitments and performance. This individual should not be subordinate to the person with the conflict.
8. **University Employees do not have authority to license, assign or otherwise transfer rights in any ABOR/University-owned intellectual property without an appropriate University contract/agreement.** As such, University Employees may not provide, as part of any approved Outside Employment or Outside Professional Commitment, access to or use of University databases, research results, patentable inventions, copyright-protected materials, confidential information, materials or products, or other intellectual property in which ABOR claims an ownership interest under ABOR Intellectual Property Policy No. 6-908, without first obtaining a University license agreement, nondisclosure agreement, material transfer agreement or other appropriate contract authorizing such access and use, signed by a duly authorized signatory on behalf of the University.
9. **Significant use of University Resources in connection with Outside Employment and Outside Professional Commitments is prohibited unless the use is covered by a fully executed written agreement signed by a duly authorized signatory on behalf of the University in which all such uses of University resources are compensated in accord with fair market value or actual costs.** Significant Use of University Resources has the meaning set forth in the ABOR Intellectual Property Policy, No. 6-908, Section F(9). By way of example only, Significant Use of University Resources may include:
 - 1) Use of University research funding;
 - 2) Use of funding allocated for asynchronous or distance learning programs;

- 3) Use of University-paid time within the employment period (other than during sabbaticals, under approved consulting arrangements, or otherwise as permitted under ABOR and University policies);
- 4) Assistance of University-employed support staff;
- 5) Use of University telecommunication services (beyond ordinary telephone services);
- 6) Use of University central computing resources;
- 7) Use of University instructional design or media production services; and
- 8) Access to and use of University research equipment and facilities, or production facilities.

10. Any payment, reimbursement, travel support or other compensation, of any amount, that you have personally received, or will personally receive, from a foreign entity must be disclosed as an Outside Interest in your COI Disclosure. Investigators should carefully follow the new and evolving guidelines from federal agencies regarding the identification of all sources of research support.

11. An individual's immediate supervisor and/or dean can disapprove any Outside Employment or Professional Commitment at any time, even those that were previously approved.