

Conflict of Interest (COI)

Management Plan

For: "PI name"

Dated: month day, 201x (COI # / version xxx)



AN HONORS UNIVERSITY IN MARYLAND

Note: this template is for example only and will be used in discussion with individuals and the Office of Research Protections and Compliance

I. Individual Information:

Name: name
Title: title
Department Affiliation(s): department
Contact Information: email@umbc.edu, 410-455-xxxx

II. Description of any actual or proposed association with the Company:

A. Name of Company

Company name

Address

Address

B. Summary of actual or proposed relationships between the individual and the Company

1. Dr. name has a 00% ownership in company name. (NOTE: if co-ownership, please state.) No family members of Dr. name have an interest in company name. (If applicable, add family names, relationship and percentage).
2. Dr. name is the company title and as such may be involved in all business and scientific matters concerning company.
3. Dr. name will make the COI Manager and UMBC's Office of Research Protections and Compliance (ORPC) aware of any changes in his/her relationship with company name and where applicable, obtain prior approval for such changes, as set forth in this plan.
 - (a) COI Manager – name, title, department, email@umbc.edu / 410-455-xxxx
 - (b) Compliance Officer - ORPC, compliance@umbc.edu / 410-455-xxxx

C. Summary of actual or proposed relationships between UMBC and the Company

1. Dr. name has a number of active awards (if applicable) dealing with this technology (See Exhibit A).
2. Company name plans to negotiate an Express License with UMBC upon approval of this COI Management Plan, and intends to commercialize the technology covered by the Express License. All of the previous and current relationships, as well as the specific technology, are identified in the disclosure attached to this plan as Exhibit A.
3. UMBC may have, in the future, Research Agreements and Service Agreements with company name.

III. Description of the plan to manage or reduce any Conflict of Interest:

A. Separation of work

1. General

- a. UMBC finances, space, personnel and other resources will be totally independent of company.
- b. Any work (either research or service, other than consulting) Dr. Name or any UMBC employee performs for company must come through and be approved by ORPC.
- c. Approval of this Management Plan should not be interpreted as permission to engage in outside professional activity with company, unless authorized within this Management Plan.
- d. Company may only contract with UMBC employees for consulting or to perform specific research under agreements subject to the provisions of the State of Maryland Ethics Law and the COI and Professional Commitment Policies of the University System of Maryland and UMBC.
- e. UMBC maintains the right to approve and terminate any relationship described in this Plan that it believes hinders its ability to manage this conflict.

2. Management/Employment Restrictions

- a. **Consulting and Other Arrangements; Decision-Making.** Dr. Name is permitted to consult on the scientific and technical merit of the technology licensed to company. Licensed technology does not include improvements on licensed technology that otherwise belong solely to UMBC. Dr. Name will provide the COI Manager and ORPC contact identified in Section II.B.4 for review and approval any consultant agreement, subcontract or other arrangement for independent work ("Agreement") to be performed for COMPANY by Dr. Name prior to initiating such work. Terms relevant to the review may include but are not limited to, financial compensation, the scope of work and duties, as well as provisions relating to intellectual property rights and nondisclosure. Dr. Name may not consult or advise on the scientific merit of UMBC confidential or otherwise nonpublic information not licensed to company unless under terms of such Agreement. Dr. Name may not participate on behalf of UMBC in decisions concerning UMBC interactions with company but may be involved in such decisions on behalf of company in his capacity as the (ADD NAME OF ROLE DEFINED in SECTION II.B.1), including but not limited to agreements, licenses, and consulting on behalf of UMBC. UMBC's Office of Technology Development (OTD) will serve as the focal point of all UMBC negotiations concerning the licensing of UMBC technology, agreements, or any other legal documents in relation to company. Should Dr. Name either (i) consult with company or (ii) collaborate with company, he will not communicate to company new know-how, trade secrets, IP, or confidential information in which company has no right or interest unless under an Agreement as set forth in Section III.a.2.
- b. **UMBC Personnel** refers to Dr. Name, as well as paid or unpaid faculty, staff, students, trainees, and other persons working with Dr. Name, using UMBC resources and subject to USM policy.

3. Agreements with UMBC

No individual, including UMBC Personnel as defined in Section III.2.b, shall use UMBC facilities to perform research or services for company when that research has not been specified in a written and approved contract between UMBC and company. For the purposes of this COI Management Plan, this includes both paid and unpaid individuals.

B. Public Disclosure

Whenever reasonably necessary or appropriate to avoid a conflict, or the appearance of a conflict, arising by virtue of Dr. Name's affiliation with UMBC and his/her relationship with company in situations relating to the technology licensed to company (or in which company may have an interest), Dr. Name shall disclose his/her relationship with company through an appropriate legend on the pertinent publication or other matter.

1. At a minimum, the disclosure shall identify the pertinent technology and include a reference to Dr. Name's interest in the company commercializing the technology. Below is a sample public disclosure:

"I am an inventor of a patent related to the technology described in this (define situation – i.e. publication, proposal, research award, presentation, etc.) for which I am entitled to receive royalties. One invention was issued to the University of Maryland Baltimore County (UMBC) (U.S. Patent No. 000000000 & UMBC Ref # 0000UG). In addition, I am a partner in company that has licensed the technology from Company and UMBC."

2. Below is a list of situations where a disclosure may be required should the subject of the situation include the technology licensed to company. This list is not intended to be an exhaustive list. Disclosure should be included in UMBC documents and in other situations that make material mention of Dr. Name's affiliation with UMBC and could reasonably be perceived as promoting company or potential economic benefit of using the licensed technology. At the discretion of the COI Manager, items can be disclosed annually, as long as the disclosure follows the guidelines set out in paragraph III.B.1 above. Should Dr. Name need additional clarity regarding a particular situation, he should contact the COI Manager or ORPC.
 - a. Proposals
 - b. Publications
 - c. Consultant Agreements
 - d. Evaluation of a technology in any form (even if the technology is not commercially available) for company or any competitor.

In the event a journal, funding source, or other sponsor has a documented policy regarding financial Conflicts of Interest, a written or otherwise published disclosure in accordance with such policy shall be deemed to satisfy the foregoing requirements.

C. Disclosure within UMBC

1. Students: When Dr. Name approaches a student in any effort that (i) is funded by company or (ii) will directly benefit company (including, but not limited to, benefits resulting from a collaboration), he/she agrees to arrange for the student to be counseled by the COI Manager to ensure the student is aware of the Conflict of Interest situation. Should the student feel Dr. Arnold's interests in company conflict with the best interests of the student's educational goals, both parties should be willing to approach the COI Manager.
2. Dr. Name agrees that any individual, including UMBC Personnel working in his/her lab, will not be assigned to work on a project that is in any way funded or supported by company unless they have been fully informed of the nature of the work, the source of the funding, and the fact that Dr. Name has a financial interest in the sponsor. For new hires who may be assigned to work on such a project, notification should occur at an appropriate point during the recruitment process. Dr. Name agrees that the nature of the work, the source of the funding, and his/her financial interest in company will be clearly stated in any such individual's letter of appointment or a separate written/electronic communication if the project commences after recruitment. Dr. Name will inform all individuals who may work in his/her lab or who support his/her lab in a direct administrative capacity of the conflict if they may have any involvement in any work or project that is in any way funded or supported by company.

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Dr. Name will also provide them with the name and contact information of the COI Manager and ORPC Contact, making them aware they are free to contact the COI Manager and ORPC directly should they have any questions or concerns.

3. New inventions/improvements to technology developed by Dr. Name's laboratory are subject to UMBC's Intellectual Property Policy, and shall be disclosed to UMBC OTD as per UMBC policy. New inventions may require a revised Invention Disclosure Statement and modification to this Plan. Use of such inventions/improvements to technologies by company shall be governed by separate agreement(s) negotiated between UMBC and company.
4. Dr. Name will make every effort to inform internal UMBC offices such as Human Resources, Academic Affairs, and the Office of Sponsored Programs when agreements they are negotiating may be affected by this Conflict of Interest.
5. Dr. Name will provide regular updates to the COI Manager as required by the COI Manager in order to meet their annual reporting requirements to the ORPC.

Note: Capitalized terms are defined in [UMBC's Procedures](#) for UMBC III-1.11.02 Interim Policy on Conflicts of Interest in PHS Research and UMBC III-1.11.01 Policy on Individual Conflicts of Interest in Research & Product Development.

IV. Request for exemption under the Maryland State Ethics Law:

This Conflict of Interest Management Plan is intended to address any actual or perceived Conflict of Interest that may result from the relationships described in Section II, above. The plan described in Section III, above, is intended to sufficiently manage or reduce any potential Conflict of Interest resulting from the relationships.

Dr. Name has been made aware of his/her obligations under UMBC's Conflict of Commitment policies and procedures, as well as the Management Plan.

ACKNOWLEDGED AND AGREED AS OF THE DATE SET FORTH ABOVE:.

SIGNATURES:

Dr. *Name*, Ph.D. Date

Manager Name, Ph.D., Chair, Department of *Dept*
COI Manager Date

Karl V. Steiner, Ph.D., UMBC Vice President for Research Date

David R. Gleason, UMBC Office of General Counsel Date

Freeman A. Hrabowski III, Ph.D., UMBC President Date

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EXHIBIT A

Financial Disclosure Statement, dated xx/xx/201x