

**Florida Atlantic University
Monitoring Plan for Potential Conflicts of Interest**

Name of Employee (Employee):	
College/Area:	
Department/Unit:	
Campus Address:	
Campus Phone:	
Campus Fax:	
Campus E-Mail Address:	
Tenure Status: (if applicable)	
List all positions <i>currently</i> held at the Florida Atlantic University:	

**1.
Reason for Monitoring Plan**

This Monitoring Plan addresses actual or potential conflicts of interest arising out of my relationship with _____ (the “Company”).

(Check all that apply)

A. I have requested an exemption pursuant to Section 112.313(12)(h), Florida Statutes.

Yes: No:

If yes, attach your Request for Exemption/Disclosure document (with attachments).

B. I have a “Significant Financial Interest” as defined by the Public Health Service and National Science Foundation regulations.

Yes: No:

IF YES: Please attach a list all proposals and awarded projects whereby the results of those studies would have an impact on the Company’s interests – either negatively or positively.

C. I have a financial interest and/or an outside activity NOT requiring an Exemption from Florida Statutes, but which is to be permitted only pursuant to a monitoring plan.

Yes: No:

If yes, attach a copy of your Disclosure of Outside Activity and Financial Interests form(s).

2.

Description of Conflicts

A or B

A. Check this box, if you answered YES to Question 1A above and skip forward to Question 4. **Responsible Persons** (*Your Request for Exemption/Disclosure-(B5) as an attachment to this monitoring plan, will address this question.*)

B. Check this box, if you answered NO to Question 1A above. *You will need to describe below, the conflict(s) of interest (both actual and potential) to be addressed by this monitoring 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), 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 entity or your financial interest(s).*

Describe for 2B:

3.

Term of Monitoring Plan

This monitoring plan is effective upon execution of all parties and will remain in affect until circumstances are documented that dictate otherwise.

If, at any time, substantive changes need to be made to this monitoring plan, the Monitor may elect to replace this plan in its entirety or add supplemental conditions. The changes will be reviewed and approved in accordance with established policy and procedure.

This monitoring may be terminated with the submission of proper documentation indicating the non-existence of a conflict or perception of conflict, in accordance with established policy and procedures for proper review and approval.

4.

Responsible Person

As designee of the President of the University, the Dean of the College or if Employee does not report to a dean, then the Vice President of that division, (herein after called the “Responsible Person”) assumes primary responsibility for monitoring Employee’s activities regarding the potential conflict(s) presented by Employee’s activities with the Company.

The Responsible Person may create a Conflict Monitoring Committee. If under this monitoring plan, the approval of the University is required for any action to be taken, the express written approval of the Responsible Person must be secured in addition to the specific approvals otherwise required under University rules and policies.

Responsible Person

College/Division

Title:

Campus Address:

Campus Phone:

Campus Fax:

Campus E-Mail:

The Chair of the Department or Unit Supervisor is also responsible for reviewing outside activities and financial interests as well as reporting any problems or concerns with regard to this plan, to the Responsible Person.

Department / Unit

Dept. Chair / Unit Supervisor

Title:

Campus Address:

Campus Phone:

Campus Fax:

Campus E-Mail:

College/Department Members to be appointed by Responsible Person to serve ad hoc on the University Conflict Management Committee when this case is reviewed.

Member: Name: **Norman Kauffman** Department: **Office of the Provost**

Member: Name: **Jack Ludin** Department: **Office of the General Counsel**

Member: Name: **Jeanie McGuire** Department: **Office of technology Transfer**

Questions regarding this plan may also be directed to the Office of Technology Transfer.

5.

Management of Conflicting Interests / Conditions of Approval

Many of the conditions as set forth in clauses A – M below, 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 conditions, may be appropriate to manage the conflicts of interests created by your outside activities. The additional conditions are listed in section 5.O.

The Employee and Responsible Person should review and discuss all the conditions of this Monitoring Plan. Section 5.O should define any additional parameters necessary to effectively manage, this conflict, or the potential for conflict, pursuant to Federal, State and University regulations.

A. Integrity of Research and Education Programs. Employee recognizes that his/her primary professional responsibility is to the University. Teaching and research, based on the highest standards of scientific objectivity, are paramount in 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 Responsible Person 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 5.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), monitoring of the Employee's activities 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 conflicts of interest. Monitoring Plan Review Checklist should be used for all reviews as described herein. Please refer to Section 5.O for any special conditions.

Will your outside activities affect your FAU teaching or research duties?

Describe:

Can you carry out all of your assigned FAU activities both teaching and research while still conducting your outside activities?

Describe:

It is important that you be able to demonstrate that your time spent with the outside company will not interfere with your FAU duties. What mechanism will you use to evidence this?

Describe:

To assure sponsors of your FAU research that you are meeting their expectations of time and attention to their respective projects as well as that of the outside company, it is important that you keep track of the date and time spent on each respective activity. What mechanism will you use to keep track of this information?

Describe:

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 University's Intellectual Property Policy, including all reporting requirements.

C. Dissemination of Research Results. Publication of research results is the cornerstone to the existence of the University's laboratory/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.

D. Use of University Equipment, Facilities, Services, or Personnel in Company. University and Florida Atlantic University Research Corporation, (FAURC) equipment, facilities, services, and personnel are available only for the use and benefit of the University and FAURC.

Therefore, if an Employee desires to use any University facilities, equipment or services in their capacity with the Company, Employee must obtain prior approval of University. Such use must be only on a non-interference basis, must be compensated, and must be justified by the uniqueness of the equipment or services. The use of University services will not be allowed unless the services provided are otherwise available to non-University related persons or entities. Incidental use of equipment, such as the telephone (local calls), fax machine and computer resources by the Employee for communication purposes may also be permitted provided prior approval is obtained.

Do you plan to use University or FAURC equipment, facilities, services or personnel? If YES, please describe.

Describe:

E. No Use of University Name. Employee may not use the name of the University or FAURC, in connection with Employee's activities with the Company without the express written permission of the Responsible Person with regard to each instance of use.

As noted above, such written approval is required in addition to any approvals required under any agreement between the Company and the University or FAURC. The Responsible Person may also require the use of a disclaimer or disclosure concerning the University in connection with the activities.

F. Disclosure to Laboratory/Program or Area Personnel. The Responsible Person will meet with personnel and students working in the Employee's laboratory/program or area, to discuss their duties and responsibilities in the laboratory/program or area, and

Employee's duties and responsibilities in the laboratory/program or area and relationship with the Company.

A Disclosure Statement in the form and format attached as Attachment A, will be provided to them at these meetings. Employee will inform the Responsible Person whenever any personnel changes (both additions and deletions) are made in Employee's laboratory/program or area. Furthermore, Employee will keep the Responsible Person informed of any changes in student supervision.

G. Disclosure in Proposals and Publications. Appropriate disclosure of Employee's interests in, or relationship to the Company, will be made in all reporting of work or research, which is funded by the Company, and in all reporting of work or research, which may favorably or unfavorably affect any financial interests (e.g. increased royalty payments and equity growth) Employee derives from the Company.

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 Company] as such may benefit financially as a result of the outcomes of [Insert Name of Employee's] research or work reported in this publication..

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 Company, Employee shall fully disclose Employee's interest in, or relationship to, the Company 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 Company in the IRB-approved informed consent to be provided to each human subject involved in the research.

I. Company's Use of University Personnel and Students.

The education of students is the primary objective the University. It is important that the interests of the Company never negatively impact the education of students. Students under the supervision of the Employee are not to be given assignments that will benefit the Company without the students expressing a desire to participate in those assignments and with the written approval of the Responsible Person.

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

K. No Competition with University. The Employee shall not work on any research grants or contracts at the Company without the approval of the Responsible Person. The Employee shall not be a party to directing any research grants or contracts to the Company that could of interest to the University.

L. Avoidance of Contractual Conflicts. In order to avoid conflict situations, Employee has agreed not to participate in any negotiations concerning agreements between the University, FAURC, or any other direct support organization of the University and the Company except to provide information concerning Employee's activities at the University in connection with proposed agreements or research agreements.

Modifications (if any):

M. Annual Report. By June 1 of each year this plan is in effect, Employee must make an annual report to the Responsible Person, using the Monitoring Plan Review Checklist.

The Responsible Person and Employee shall discuss the report, copies of which must be forwarded to the Chair or Unit Supervisor and the University Office of Technology Transfer with all other required disclosures. The discussion and report will include, at a minimum, the following:

- A description of Employee's University efforts, including publications, teaching, and research
- A description of the outside activities allowed under this plan
- A description of the use of University resources in the outside activity and by the Company
- A description of how all the conditions of this plan have been met
- Any changes and/or alterations to the established monitoring plan
- Any additional information and documentation as necessary.

N. Changes to Disclosure. Employee will promptly report to the Responsible Person, any changes to the information disclosed by Employee in connection with this Monitoring Plan, including changes in the Employee's relationship to the Company, significant changes in Employee's responsibilities at the University and new sources of funding for research in areas in which the Company also has an interest. The Responsible Person must also be informed of any new additional outside activities or financial interests required to be reported under University rules. This disclosure will allow the Responsible Person to evaluate whether any changes to this monitoring plan or the Employee's request for exemption, if applicable, are necessary.

O. Other Conditions of Allowance. 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)

"Additional" reviews by Responsible Person;

- Quarterly basis,
- Semi-Annual basis,
- Other:

Please use **Monitoring Plan Review Checklist**

Monitoring Plan

(This does not replace the annual report as stated in M.)
Comments: _____

Monitoring of activity or research by independent reviewers

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: _____

THIS SECTION INTENTIONALLY BLANK
PLEASE PROCEED TO NEXT PAGE

Employee understands and agrees that violation of any of the conditions of this Monitoring Plan or University rules and policies governing outside activities and conflict of interest, the use of University equipment and personnel, and intellectual property, is grounds for withdrawing approval of Employee's Exemption and outside activity or interest, as well as termination of any agreements between the University or the FAURC and the Company.

Acknowledged & Agreed To: **Employee:** _____

Typed Name:

Date:

Chair or Unit Supervisor (or designee)

Typed Name:

Date:

Responsible Person (or designee)

Typed Name:

Date:

Approved:

Research and Graduate Studies Representative

Typed Name: Larry F. Lemanski, Ph.D.

Date: