**Instructions:** Please complete all highlighted sections of this form. If a section does not apply to your situation (see comments in red), you may remove that text. Once complete, save and upload your customized management plan into the AIR system. Signatures are not required on this document as approvals are captured digitally in the AIR system.

**Overview:** Faculty at The University of South Carolina (“University”) are expected to conduct the affairs of the University at the highest standard, in accordance with state ethics laws and all applicable University policies. As such, faculty are expected to avoid situations that may involve inappropriate use of institutional resources, or that may involve or have the appearance of self-dealing or biased decisions.

As you have a financial interest, activity, or relationship involving [insert name of organization or individual], (hereinafter referred to as “Entity”), you must be particularly careful to avoid situations that may affect (or have the appearance of affecting) your responsibilities at the University.

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| **Faculty Member’s Name:** | **College/Department:** | **Date:** |
| **Description:** *Please provide a brief description of the entity or relationship that creates a potential, or perceived, conflict of interest. Describe your involvement with the entity and which elements may present a potential conflict with your University duties (e.g., financial considerations, time commitment, interactions with family, student involvement, perceived influence on scientific judgement, etc.)* | | |

This document serves as your Conflict of Interest (COI) Management Plan, which is required by relevant University policies and applicable federal regulations for the purposes of managing, reducing, or eliminating the potential conflicts of interest that may develop while you hold an interest in Entity.

**Safeguards and Oversight:**

1. **Publications and Presentations**

My relationship with Entity will not restrict publications or presentations, although publication may be delayed for the purpose of pre-publication review for a period consistent with University policies. I will disclose my relationship with Entity in publications and academic presentations. When presenting results at meetings that have recommendations for format and/or content of disclosure, I will adopt the required format of the meeting

1. **Interactions with Students, Faculty and Staff**

I recognize my duty to ensure that my financial interests in Entity do not negatively impact University students, faculty and staff participating in my research, especially with regards to the academic progress of students. To this end, I will do the following:

1. work with the appropriate University administrators to structure relationships with students who may wish to be involved in my entrepreneurial or other activities to assure that the formal educational requirements of each student are given the highest priority, and that any involvement of students will not adversely affect their academic progress or University employment;
2. allow students under my supervision only to perform research that may directly improve a University technology licensed to Entity pursuant to a formal sponsored research agreements and, to notify students prior to beginning research, that any such research may not be used to satisfy the criteria for a thesis or dissertation, if the material is restricted from publication;
3. provide information on my interest in Entity to any University personnel and students that I supervise in my research related to Entity (fellows, trainees, students, and other employees). This information will be provided upon hiring of the individuals, and annually to each person employed in my work involving Entity. The information will include an explanation of my relationship with Entity and the right of University students and staff to report any adverse effect that my relationship with Entity may have on their academic progress or their work;
4. refrain from hiring business associates or employees of Entity as employees of or consultants to the University, unless otherwise specifically approved by the department chair and as appropriate, other University administrators; and,
5. refrain from evaluating the performance or making any changes in the employment or academic status of any University staff or students I supervise, who also have an interest in Entity. An impartial party, who is not under my supervision or control, such as my department chair or someone designated by my chair, will perform such evaluation; and,
6. notify all co-investigators on any sponsored projects of my financial interest in Entity.
7. **Consulting or Other Outside Professional Activities**

Before beginning an outside consulting activity or new professional engagement with the Entity, I will first seek approval from my department chair. I will distinguish any research, administrative, consulting, or other activities that I perform for the Entity from the duties and activities that I perform for the University and report these activities annually to my department chair.

1. **Intellectual Property** *(include if applicable)*

I understand and agree that ownership of any new intellectual property arising from my research will continue to be determined in accordance with the agreements between University and Entity, and University policy. I further understand and agree that ownership of any new intellectual property developed by University students and staff employed in my research will be governed by any applicable agreements and in accordance with University policy.

1. **Use of University Facilities and Services by Entity** *(include if applicable)*

I understand that the use of University facilities and services for activities conducted on behalf of Entity must be done in accordance with all relevant University policies pertaining to the use of University facilities. If I wish to use University facilities for the benefit of Entity, I must arrange such use through my department chair and my dean. Such use of University facilities by Entity requires a written facility use agreement before the activity begins.

1. **Purchases**

I will not be involved in making decisions regarding the selection of vendors, purchasing of items or services from Entity or payment to Entity. Any transactions and negotiations involving Entity will be handled by an impartial party, who is not under my supervision or control, such as my department chair or someone designated by my chair. If the specified goods or services are available from other suppliers, the purchase must be offered for bid in accordance with State Procurement policies.

1. **Human Subjects** *(include if applicable)*
2. I will not be directly involved in the recruitment of human subjects, nor will I oversee the informed consent process.
3. I may refer potential subjects to an independent third party for study information and possible enrollment.
4. I will not solely be involved in the interpretation of study results related to human subjects, although I may be involved as part of a committee that evaluates and makes final decisions about the appropriate interpretation and presentation of study results.
5. For any study under the direct oversight of the University IRB, I will disclose the existence of my financial conflict of interest by using the IRB’s recommended and approved language in the informed consent document.
6. **Research Record and Scientific Integrity**

I will take measures to protect the scientific integrity of my research by establishing procedures to ensure that the research results are verifiable, reproducible, and that such results are not influenced by what may or may not be helpful to the Entity. Such procedures will include the following:

1. collecting and maintaining the complete information, data and results of the research (“Research Record”) in a manner that meets standards for intellectual property protection and protocol compliance auditing (cross referencing the data generated with experiments, results and protocols; signing laboratory notebook pages to identify who was involved in generating the data etc.);
2. organizing and recording the Research Record so that someone unfamiliar with the information could determine the purpose of the experiment, the time(s) of its completion, the specific reagents and equipment used, the calibration of mechanical or electromechanical devices to generating or recording the data, and any subsequent modifications to or transformations of the data for purposes of quantification or analysis;
3. providing sufficient detail in the Research Record to permit others to replicate the work at any time, even years after data collection;
4. providing sufficient information in the Research Record regarding the outcome of the research so that researchers unfamiliar with the work could assess the quality of the results and how those results relate to the hypothesis or purpose of the research protocol; and maintaining and archiving the entire Research Record in such a way that the Record can be located and associated with the Project(s) laboratory notebooks and/or electronic record(s); and,
5. maintaining and archiving the entire Research Record in such a way that the Record can be located and associated with each project(s) laboratory notebooks and/or electronic record(s).
6. **Annual Review**

I must meet no less than annually with my department chair to review my relationship with Entity, its influence on my University activities, and compliance with the terms of this management plan If I am engaged in sponsored research, any recommended revisions to this plan will be forwarded to the Office of Research Compliance for use in its review of externally supported research and Entity. If Entity does business with the University, the annual review must include an analysis of purchasing and payment activities between the University and Entity.

1. **Additional Conditions** *(if applicable)*

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| This section should be customized and include the details of additional conditions (e.g. name of independent monitor, modifications to research plan, etc.)  *Examples:*   1. Appointment of an independent monitor capable of taking measures to protect the design, conduct, and reporting of the research against bias resulting from the financial conflict of interest. 2. Modification of the research plan. 3. Change of personnel or personnel responsibilities (or disqualification from portions of the research). 4. Reduction or elimination of the financial interest (e.g., sale of an equity interest). 5. Severance of relationships that create financial conflicts. 6. Use of a data and safety monitoring board (for research involving human subjects research). 7. Provisions to conduct the work simultaneously at multiple sites. 8. Annual reports on the progress of research to the COI Committee. 9. Other conditions to address the potential COI. Details: |

1. **Confirmation and Submission**

By uploading and submitting this management plan into the [AIR system](https://outsideprofessionalactivity.provost.sc.edu/), I agree to comply with all elements of this plan. I understand this plan will be effective upon review and approval by the responsible parties designated in the AIR system.