**WSU NON-HUMAN RESEARCH CONFLICT OF INTEREST**

**MANAGEMENT PLAN TEMPLATE**

(*Note all instructions/guidance are in italics and should be removed upon drafting of specific plan.)*

Investigator Name:

Title:

Department:   
**Summary of Significant Financial Interest**

*In place of this italicized text, provide a general description of the outside interest of the employee or employee's family member, including total income from past year, expected income for coming year. If it involves a company, describe the nature of the business and its relationship to the duties of the employee, including:*

* *Advisory Board (AB) Membership*
* *Trustee or service on Board of Directors (BOD)*
* *Consulting (Other than AB or BOD)*
* *Officer - Executive Position (e.g. president, treasurer, CEO, CIO)*
* *Other employee position*
* *Commissioned speaker or author*
* *Receive royalties from technology licensing (not through WSU)*
* *Holder of an equity interest (e.g. stock, stock options)*

*If a technology is involved, include a discussion of the intellectual property on which the company or consulting is based, and describe the disclosure of the technology to WSU's Office of Technology Transfer and the licensing arrangements between WSU and the company if it is a university-owned technology.*

**Description of Research that is Related to SFI**

Sponsor Name:

Grant or Contract Title:

Grant/Account Number:

Amount:

Duration:

Brief Description of Research:

Federal Funding List for Investigator as of XXXX

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Agency** | **Abbrev. Title** | **Account Number** | **End Date** | **Related to SFI (Y/N)** |
|  |  |  |  |  |
|  |  |  |  |  |
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**Summary of Conflict Determination**

*This section should include a brief discussion of why the above financial interest meets the institutional/federal review requirements and why there is justification to manage rather than eliminate the conflict. Use the following questions to develop justification:*

* *Do the conflicted investigator and institutional resources bring unique capabilities to the research?*
* *Is the research appropriate to the mission of the institution?*
* *Are significant benefits to society likely to result from advancing the research? Do these benefits outweigh the possible risks of the conflict?*

*If elimination or reduction will be used to address conflict – describe here.*

**Management Provisions for Disclosure** *(Select and removed any non-applicable provisions)*

The Investigator agrees to disclose the above financial interest:

* To the editors of any publication to which a he/she submits a manuscript reporting the research, and to the conveners of conferences and meetings to which a he/she submits an abstract of a presentation for dissemination to the audience;
* In any substantive oral or written public communication of the research results, including not only to the research community but also to lay audiences and the press;
* To research funders and sponsors;
* To federal and/or state officials as required by federal and/or state law or regulation;
* To all of the researchers, research personnel, students, and trainees working on the research project (and, where circumstances warrant, to their supervisors);
* To the his/her immediate supervisor (e.g., chair, division director, dean, etc.);
* When relevant, to other University or affiliated hospital administrators.

**Management Provisions for Research and Data Integrity** *(Select and removed any non-applicable provisions. Add specific details as to whom, when and how.)*

The Investigator agrees to the following research and data integrity provisions:

* Independent data monitoring to ensure validity, through an objective individual or individuals in the institution with no ties to the research or to the outside entity.
  + *Institutions should also consider the additional value of engaging individuals from outside the affected institution. Engaging outsiders is particularly useful when the institution itself is also perceived to have a conflict in the research, or where the risks to data integrity are particularly high. Data monitoring can be accomplished by a standing committee, but may be more effective if individuals with familiarity and expertise in the area of the research are engaged on a case-by-case basis. Institutions should be aware, however, that individuals or committees engaged to perform this task may require compensation, and the institution should be prepared to decide how these costs are allocated. Further, the institution should give careful attention to the assignment of responsibility for arranging such duties and for oversight during the performance of these duties.*
* Independent review of the study design to address potential bias arising from the financial interest;
* Prohibition of involvement as principal investigator *(Note: Investigator must not have supervisory duties of alternate PI);*
* Prohibition of involvement as co-PI or investigator;
* Prohibition of involvement in data collection;
* Prohibition of involvement in data analysis;
* Independent review of authorship status;
* Oversight of the entire research project by an individual or a group of individuals with sufficient independence and expertise to evaluate the research and the progress of the project. The individual(s) may be from within or outside the institution.

**Management Provisions for Students, Trainees, Other University Personnel** *(Select and removed any non-applicable provisions. Add specific details as to who will determine alternate mentoring or supervision.)*

Use of students, trainees, or other University personnel is prohibited for this project.

-or-

At this time there are no plans to involve other University personnel (students, postdoctoral employees, faculty or staff) in this project.

-or-

The Investigator, as named above, agrees to the following management provisions related to the named personnel involved in this project:

|  |  |  |  |
| --- | --- | --- | --- |
| **Name** | **Position** | **Current Supervisor/Mentor** | **Alternate Supervisor/Mentor** |
|  |  |  |  |
|  |  |  |  |

* Must provide and maintain written notification of the conflict to all above personnel.
* Must provide alternate mentor/supervisor for all projects related to conflict.
* The company, as defined above, will not make claims or stipulations regarding the student’s (insert position) own IP.
* The student (insert position) will have the opportunity to author or co-author appropriate publications that will further his/her scholarly development and will be allowed to publish according to agreed-upon terms in the grant or contract.
* The company shall not impose any restrictions/delays to the student’s completion of his/her graduate program. Prohibition of involvement of any additional University personnel.
* Inform all named personnel to report any problems or concerns related to the financial interest directly to the AVP for Research.

**Management Provisions for Use of University Facilities**

The Investigator agrees to the following:

* Use of University facilities is prohibited for this project.
* Use of University facilities is subject to University, school and department written approval.
* Use of University facilities for private use must be performed via written agreement between the company and the University. Rental rates must be at fair market value.

**Management Provisions for Start-up Companies** *(Select and removed any non-applicable provisions. Add specific details such as setting limited time periods for holding positions at company.)*

The Investigator agrees to the following management provisions:

* Prohibited from participating in institutional negotiations with the company, except as the institution directs;
* Prohibited from serving on the board of directors;
* Prohibited from serving as an officer;
* Prohibited from serving as a member of a speaker’s bureau;
* Prohibited from serving as a consultant;
* Prohibited from disclosure of WSU confidential information; prohibition of channeling discoveries to the outside entity;
* Prohibited from receiving grant support from companies founded by the Investigator.

**Conflict of Interest Management Plan Monitoring:**

Routine monitoring of all COI management plans will be conducted by the Office of the AVP of Research. The Investigator agrees to comply with this ongoing monitoring, which may include additional interviews, and to make available to the monitors, if requested, documents to include the following, (as applicable):

* Copies of any items required above;
* Copies of reports of any oversight individual or group;
* Copies of data analysis plans;
* Copies of assurances;
* Copies of disclosures;
* Copies of publications;
* Copies of written communications with trainees about the conflict;
* Review of posters, abstracts, data and other materials;
* Review of financial records associated with the financial interest.

**Acceptance**:

I have read this summary of my financial conflicts of interest as they relate to my sponsored research, and confirm that it is accurate. I agree to comply with the management plan described above, as well as any ongoing monitoring by the Office of the AVP of Research. I agree that the Office of the AVP of Research may share this information with institutional officials and with appropriate regulatory committees (e.g., IRBs, IACUCs), as required for the implementation of this management plan.

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INVESTIGATOR’S SIGNATURE DATE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SUPERVISOR’S PRINTED NAME

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SUPERVISOR’S SIGNATURE DATE

The Outside Interest Committee and the Office of the VPRGS have reviewed and approved the above management plan.

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AUTHORIZED SIGNATURE DATE