**Research Management Plan for Research Sponsored by [Sponsor] and Performed by [Investigator] who has a Financial Interest in [Outside Entity]**

1. Summary Financial Interest Disclosure

I, [NAME OF FACULTY OR RESEARCH STAFF MEMBER], and/or my spouse or dependent child, [NAME], have/has an interest in [NAME OF OUTSIDE ENTITY], “Entity.”

This Entity [BRIEFLY DESCRIBE WHAT THE ENTITY’S BUSINESS IS].

The interest is [CHOOSE FROM EXAMPLES OR PROVIDE APPLICABLE DESCRIPTION] \_\_ a contractual interest (e.g. Consultant) \_\_ an ownership interest \_\_ a financial interest \_\_ other [DESCRIBE].

I (or my family member) serve(s) \_\_ on the Board, \_\_ as a technical consultant to the Entity, \_\_ as a manager or an employee for the Entity.

1. Research Sponsorship

I am an Investigator (i.e. responsible for designing, conducting or reporting research) on a Research Project sponsored by \_\_ Federal Sponsor [PROVIDE AGENCY NAME AND GRANT OR CONTRACT NUMBER\*] \_\_ Corporate or Foundation Sponsor [PROVIDE SPONSOR NAME AND AWARD NUMBER] \_\_ the Entity. The research to be performed for this Sponsor is related to or overlaps with the business of the Entity or will be performed in collaboration with the Entity.

**Contractor/Subawardee**: Specifically, Entity will be a Subcontractor/Subawardee under this Sponsored Project [DESCRIBE ENTITY SCOPE OF WORK]. Entity \_\_ will \_\_ will not work on campus/ use campus facilities on this project. This relationship, and my potential conflict, was disclosed to the Sponsor in the proposal or prior to beginning work. Acknowledgement of the Sponsor is attached. [ATTACH CONFIRMATION FROM SPONSOR THAT THIS RELATIONSHIP IS ACCEPTABLE]

**Collaboration**: Specifically, Entity will be a collaborator [DESCRIBE ROLES IN COLLABORATION]: Entity will [DESCRIBE WORK TO BE DONE] while my lab will [DESCRIBE WORK IN CALTECH LAB] Entity \_\_ will \_\_ will not work on campus/use campus facilities on this project. This relationship, and my potential conflict,\_\_ was \_\_was not disclosed to the Sponsor in the proposal or prior to beginning work. Acknowledgement of the Sponsor is attached. [ATTACH CONFIRMATION FROM SPONSOR THAT THIS RELATIONSHIP IS ACCEPTABLE]

**Related, Yet Distinct and Separate, Work Performed by Entity and in My Lab**: Specifically, Entity will [DESCRIBE WORK TO BE DONE] while I will [DISTINGUISH WORK IN CALTECH LAB FROM WORK AT ENTITY]. Entity \_\_ will \_\_ will not work on campus/use campus facilities on this project. This relationship, and my potential conflict, was disclosed to all Sponsors with overlapping projects in the proposal or prior to beginning work. Acknowledgement of the Sponsors is attached. [ATTACH CONFIRMATION FROM SPONSOR THAT THIS RELATIONSHIP IS ACCEPTABLE]

**NIH**:

1. What is the PI’s Role in the research project?
2. For the Interest Identified, describe how the financial interest relates to the NIH research.

**Work is Sponsored by Entity**:

SBIR: Specifically, Entity has applied for SBIR funding. Neither I, nor any Caltech personnel are employed by the Entity, nor is any Caltech employee serving as PI on the award to the Entity. Entity wishes to contract out a portion of this work to my lab. My lab will [DESCRIBE THE WORK TO BE DONE]. Entity will not work on campus/use campus facilities. The Entity is compliance with all the rules {insert footnote rules} for SBIR, as is our work. This relationship, and my potential conflict, was disclosed to the Federal Sponsor in the SBIR proposal. Acknowledgement of the Sponsor is attached. [ATTACH CONFIRMATION FROM SPONSOR THAT THIS RELATIONSHIP IS ACCEPTABLE]

STTR: Specifically, Entity has applied for STTR funding. Neither I, nor any Caltech personnel are employed by the Entity; however, I will/will not serve as PI/Co-PI on the award as university partner. My lab will [DESCRIBE THE WORK TO BE DONE]. Entity will not work on campus/use campus facilities. The Entity is compliance with all the rules for STTR, as is our work. This relationship, and my potential conflict, was disclosed to the Federal Sponsor in the STTR proposal. Acknowledgement of the Sponsor is attached. [ATTACH CONFIRMATION FROM SPONSOR THAT THIS RELATIONSHIP IS ACCEPTABLE]

**Funds Directly from Entity**: Specifically, Entity wishes to fund research in my lab. Neither I, nor any Caltech personnel are employed by the Entity. My lab will [DESCRIBE THE WORK TO BE DONE]. Entity will not work on campus/use campus facilities.

1. **Management Plan**

As the research to be performed for this Sponsor is related to or overlaps with the business of the Entity or will be performed in collaboration with the Entity, the Institute and I have developed the following management plan to preserve the integrity of the research and to mitigate or eliminate all identified actual or potential conflicts of interest. The management plan will be reviewed at least annually during the COI disclosure period, or when changes in circumstances require modification.

**Research Integrity**:

The research being conducted is consistent with the Institute's educational purpose. To ensure that the research described herein is not compromised by my interest in Entity, I will disclose, in all publications, presentations and proposals, my relationship to Entity, and [IF APPLICABLE/POSSIBLE] will ask that an independent colleague review research results, arising out of this research, for authentication prior to submission for publication.

**Financial Integrity**:

My role at the Institute is [PI? OTHER?], and my allegiance is to the Institute for this research and administration of this research program. For purposes of any contractual negotiations with Entity for any aspect of this research, I will recuse myself entirely. That is, I will not act on behalf of Entity in such negotiations and, to the extent possible, will rely upon other Institutional officials (e.g. OSR, Purchasing, OTTCP, Division Chair) to negotiate on behalf of the Institute.

**Research Staff/Students**:

Employment: To the best of my knowledge, \_\_ no Institute employees or students are employed by the Entity \_\_ the following Institute employees or students are employed by the Entity: [PROVIDE THE NAME OF THE EMPLOYEE OR STUDENT AND DESCRIBE HIS/HER ROLE AT ENTITY] All employees have disclosed their interest/role in the company in the Institute's COI system, any potential or actual conflicts have been managed, and an Outside Employment, Consulting or Business Application has been filed with Human Resources. For Graduate students, the Advisor, Option Representative and Graduate Dean have approved of this outside activity.

Role in Research: No students or post-docs will participate in this research. [OR] The following post-docs and students will participate in the research: PROVIDE THE NAME OF THE EMPLOYEE OR STUDENT AND DESCRIBE HIS/HER ROLE IN THE RESEARCH. ]. The Division Chair (or my cognizant reviewer) has approved student/post-doc activity and the student/post-doc has signed a written disclosure form from me to signify his/her of any issues involved.

My lab members may raise any concerns about my relationship with Entity to me, my Division Chair, the Vice Provost, Professor [ALTERNATIVE CALTECH FACULTY WHO UNDERSTANDS THE RESEARCH], or the Director of Research Compliance. All students/post-docs will sign a written disclosure form to signify their understanding of any issues involved in my potential conflict of interest. Copies of these agreements will be kept in my lab.

**Facilities**:

The Entity will not work on campus, nor will any Institute facilities be used. [OR] The Entity will be working on campus, using facilities, under an Institute-approved Facility Use Agreement. The FUA and associated activities under the FUA will be consistent with this Management Plan. [IF WORK IS DONE IN YOUR LAB] The facilities to be used include my lab and, because of my interest in Entity and the potential for Entity to interact with lab personnel In using the facilities, the Division Chair (or my cognizant reviewer) will independently approve the FUA activity, and all students/post-docs will be informed in writing of the activity and my interest. All students/post-docs will sign a written disclosure form to signify their understanding of any issues involved. Copies of these agreements will be kept in my lab. [OR] Entity personnel may come to campus from time to time to participate in collaborative activities. I anticipate this to occur [HOW OFTEN], but no more than twice a month.

**Procurements (Subawards and Subcontracts):**

The Institute will issue a Subaward/Subcontract to Entity because [PROVIDE JUSTIFICATION FOR THE ISSUANCE OF AWARD TO ENTITY RATHER THAN ANOTHER. EG ENTITY IS THE ONLY SOURCE FOR THE SERVICE/PRODUCT OR THE ENTITY WAS APPROVED BY SPONSOR IN ITS AWARD]. Neither I, nor any Institute employee or student will receive compensation from the Subaward/Subcontract. The Subaward/Subcontract, including the Statement of Work, and all terms will be consistent with this Management Plan, and will provide:

1. a detailed budget, showing all materials and labor costs and evidencing that no Caltech faculty member, employee or student will be paid under this subaward/subcontract
2. intellectual property (IP) terms addressing ownership of intellectual property developed under the subaward/subcontract, as appropriate based upon funding source.
3. terms addressing ownership of any real property developed under the subaward/subcontract, as appropriate based upon funding.

**Other Sponsorship**:

There \_\_is \_\_ is not any overlap between this research and any other sponsored research (non-federal or federal) in my lab. [IF THERE IS OVERLAP] This research overlaps with [LIST ALL GRANTS, CONTRACTS OR OTHER SPONSORSHIP AND PROVIDE REFERENCE NUMBERS AND TITLES]. I plan to allocate resources among this overlapping research in the following way: [PROVIDE PLAN FOR ALLOCATION OF RESOURCES- MONETARY, LABOR, MATERIALS- AMONG THE OVERLAPPING GRANTS, CONTRACTS, and SPONSORSHIP]. This allocation will help to ensure that the design and conduct of the research is handled in a fair manner relative to each sponsor. Research results will be reported \_\_to the sponsor whose funding was utilized \_\_ to all sponsors to ensure reporting of results is handled in a consistent manner. Intellectual property ownership and licensing will be based upon the sponsor funding utilized, with decisions to be made by the Institute Office of Technology Transfer and Corporate Partnerships, to further ensure objectivity.

**Intellectual Property**:

All intellectual property developed by my lab or its personnel in performing this research will belong to the Institute. Because of a perceived conflict, all research conducted by Entity using Caltech facilities, either as collaboration or under an FUA will belong to the Institute and will be managed by the Institute's Office of Technology Transfer. I will assist the Institute In obtaining appropriate agreements and assignments. To the extent allowable under law, all intellectual property developed under a Subaward/Subcontract to Entity will belong to Caltech. All disposition of intellectual property will be handled by the Institute's Office of Technology Transfer, and not by me. If Entity wishes to negotiate rights for intellectual property with The Institute, I will recuse myself from such negotiations.

There \_\_ is \_\_ is not any background intellectual property to be used in this research. [IF THERE IS]: The background intellectual property consists of : [LIST]. To ensure appropriate use an licensure of such background intellectual property, the Institute's Office of Technology Transfer has recommended the following approach, which I will support [INSERT OTT RECOMMENDATION]

The Entity \_\_ will \_\_ will not provide my laboratory with proprietary information. This information will consist of [LIST, GENERALLY, THE PROPRIETARY INFORMATION] and will be given to [LIST NAMES OF LAB PERSONNEL TO RECEIVE] \_\_ with \_\_ without a Non-Disclosure Agreement. I have discussed the transfer of proprietary information to my lab with the Institute’s Office of Technology Transfer and the Export Control Office and receipt of this information \_\_ will \_\_ will not impact my lab’s ability to publish research results from this work. [IF IT IMPACTS, EXPLAIN HOW THAT WILL BE MANAGED, BELOW.]

**Publication**:

The \_\_\_Entity or \_\_ the Sponsor \_\_ requires \_\_ does not require a delay in publication, other than a reasonable and limited delay in order to secure intellectual property rights (e.g. file a patent). The \_\_\_Entity or \_\_ the Sponsor \_\_ requires \_\_ does not require more than an opportunity to review and comment on publications. Specifically, [DESCRIBE THE PUBLICATION IMPACT]. This will be managed in my lab by [EXPLAIN].

**Charging, Time and Effort**:

My time will be allocated to and reported for this research effort, as follows: [LIST NAMES OF OTHER PERSONNEL WORKING ON THIS PROJECT] are also working on this effort and their time is allocated as follows; [LIST PERSONNEL AND PERCENTAGE OF TIME ALLOCATED].

1. Approval

I, [NAME OF REVIEWER], the Division Chair of [Division], assert that I have carefully reviewed this management plan, any associated disclosures in the Caltech CoI database, and the proposed research to be done for this Sponsor and believe that possible conflicts have been adequately eliminated, mitigated or managed by implementation of this plan. By my signature, below, I approve this plan and [NAME OF PI] is responsible for ensuring that the requirements for managing the research as provided herein are met.

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| --- | --- |
| ***I approve of this Management Plan.***  *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  *[DC Name], Chair, Division of [Division]*  *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  *Date* | ***I agree to implement and enforce this management plan.***  ***I understand that changes in circumstances regarding my interest in the Entity may change. I agree to disclose such changes and work with my Division Chair to modify this agreement as needed.***  *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  *[PI Name], Title*  *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  *Date* |

|  |  |  |
| --- | --- | --- |
| **NIH Funding Management Plan (Additional Information Needed)** | | |
| NIH Grant Number:  Type Activity IC Serial# Year Suffix | PD/PI or Contact PD/PI: | |
| Name of Investigator with COI: |  | |
| Project Title: | | |
| Subrecipient Report: Yes \_\_\_ No \_\_ | Subrecipient Name: | |
| Project Peried Start/End: | Budget Period Start/End |  |
| Does the FCOI report include a failure to comply with the regulation? Yes \_\_\_No \_\_ | | |

**Disclosure to Graduate Student or Postdoctoral Fellow**

**Regarding Advisor Conflict of Interest**

**Interest and Entity:**

I, [NAME OF FACULTY ADVISOR], and/or my spouse or dependent child, [NAME], have/has an interest in [NAME OF OUTSIDE ENTITY], “Entity.”

This Entity [BRIEFLY DESCRIBE WHAT THE ENTITY’S BUSINESS IS].

The interest is [CHOOSE FROM EXAMPLES OR PROVIDE APPLICABLE DESCRIPTION] a contractual interest, ownership interest, financial interest. OR I (or my family member) serve [CHOOSE FROM EXAMPLES OR PROVIDE APPLICABLE DESCRIPTION] on the Board, as a manager, or as a consultant to the Entity.

AND/OR:

***Faculty Leave/Working at Entity:***

I, Professor [NAME OF FACULTY ADVISOR], will be working as an [ROLE] [X] day(s) per week at in [NAME OF OUTSIDE ENTITY], “Entity.”. During that/those [X] day(s) per week, I will be an Entity employee but will continue to oversee the research in my laboratory and advise my students. The Entity has agreed to this arrangement.

**Students and Postdoctoral Fellows:**

As the ongoing research projects in the lab are being conducted by my students, postdocs and staff, for sponsors both federal and non-federal, and because that research could be related to or overlapping with the business of Entity, the Institute and I have developed the following management plan to preserve the integrity of the research and to mitigate or eliminate all identified actual or potential conflicts of interest with regard to my lab members:

* None of my laboratory members (employees or students) are employed by or working at Entity. If a student wishes to intern at Entity, they must take a leave of absence, and obtain approval from the Graduate Dean, in coordination with the Office of Research Compliance, and the Office of Technology Transfer and Corporate Partnerships. The student may not intern at the Entity under my direction/supervision.

***Sponsored Research for Entity:***

* None of my lab members will participate in Entity sponsored research. This avoids actual or perceived conflicts of interest. OR
* The Entity has entered into a sponsored research agreement with Caltech to support research in my lab. The following lab members will participate in Entity sponsored research:

|  |  |  |
| --- | --- | --- |
| LAB MEMBER NAME | PROJECT | RELATIONSHIP BETWEEN PROJECT SCOPE AND ENTITY BUSINESS (IF ANY) |
|  |  |  |

***Facilities Use by/Technical Services for Entity:***

* The Entity has entered into a [facilities use/technical services] agreement with Caltech to utilize our lab facilities. None of my lab members will participate support the facilities use/technical service. Company employees must abide by the terms of an Institute/Entity Facilities Use/Technical Services Agreement, and may not share office space with my lab members. This avoids actual or perceived conflicts of interest. OR
* The Entity has entered into a [facilities use/technical services] agreement with Caltech to utilize our lab facilities. The following lab members will [provide support for Facilities Use by/ conduct Technical Services for] the Entity:

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| --- | --- | --- |
| LAB MEMBER NAME | DESCRIBE FACILITY USE/TECHNICAL SERVICE | ENTER DESCRIPTION OF STUDENT/POST DOC’S RESPONSIBILITIES |
|  |  |  |

Company employees must abide by the terms of an Institute/Entity Facilities Use/Technical Services Agreement, and may not share office space with my lab members.

***Publication and Intellectual Property:***

* Entity will not provide my laboratory with proprietary information without appropriate notice and an opportunity for the Institute to decline receipt of such information. OR

I do not expect that the Entity will provide any proprietary information to my lab, but if it does, such proprietary information will be received in such a manner as to not impact my lab members’ ability to publish their research findings. [IF THERE WILL BE PROPRIETARY INFORMATION INVOLVED, PLEASE DESCRIBE THE EXPECTATIONS FOR THE STUDENT/POSTDOC IN HANDLING SUCH INFORMATION AND PROVIDE AN ASSURANCES THAT THE STUDENT/POST DOC’S PUBLICATION ABILITY WILL NOT BE AFFECTED.]

* Entity does not require a delay in publication, other than a reasonable and limited delay in order to secure intellectual property rights (e.g. file a patent). I will disclose in publications, presentations and proposals my relationship with Entity, if relevant; and will appropriately cite all sponsors as, required.
* All intellectual property developed by my laboratory members in performing sponsored research will belong to the Institute. My laboratory members and I will assist the Institute In obtaining appropriate agreements and assignments. All disposition of intellectual property will be handled by the Institute’s Office of Technology Transfer and Corporate Partnerships and not by me. Entity may potentially be a licensee to such intellectual property. If any Sponsor wishes to negotiate rights for intellectual property with the Institute, I will recuse myself from such negotiations. AND/OR

The intellectual property from the [facilities use/technical services] will belong to the Entity, so long as there is no intellectual contribution from Institute personnel. The Institute may be a licensee to such intellectual property.

* FACULTY MEMBER WORKING AT/FOR ENTITY: Because of a perceived conflict with Entity, the Institute has signed a waiver agreement with Entity delineating the work I will be continuing at the Institute from the work and Intellectual Property I may develop working at Entity.
* My lab members may raise any concerns about my work with or for the Entity and/or my relationship with the Entity to me, my Division Chair, the Vice Provost, Professor [NAME OF COLLEAGUE], or the Director of Research Compliance. All students/post-docs will sign a written disclosure form to signify their understanding of any issues [related to my relationship/interest in Entity] OR [involved in my sabbatical arrangement]. Copies of these agreements will be kept in my lab.

**I, Professor NAME’s Lab Member, have read and discussed this disclosure with them. IF WORKING AT ENTITY: I understand my advisor’s role at Entitu while they are working for Entity. I understand and agree with my role in the continued laboratory research as well as how this work may impact my research and publication. I also understand and agree with the disposition of intellectual property rights as described here.**

AGREED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_

Graduate Student Signature

Approved: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_

Faculty Advisor, Professor [NAME]

Approved: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_

Division Chair, Professor [NAME]