Conflict of Interest (COI) Management Plan

A conflict of interest exists when an individual's private interests (as perceived by a third party) compete with their professional obligations to Auburn University (the University) to a degree that an independent observer might reasonably question whether the individual's professional actions or decisions are determined by considerations of personal gain at the expense of the best interests of the University. A conflict of interest, or perceived conflict of interest, is not an accusation and does not imply that an employee's judgment has been compromised, or that the employee has violated any applicable laws or rules of ethical conduct. The purpose of this document is to ensure the integrity of University research and related activities by eliminating any reasonable perception that such activities are biased by financial or other self-interests, while allowing for the pursuit of entrepreneurial interests, protecting academic freedom and the academic best interests of students, safeguarding the interests of the University, and fulfilling applicable regulatory and policy requirements. This management plan will remain in effect for as long as the relevant financial or other interests continue, unless expressly revoked by Auburn University.

**Description of the managed conflict(s):**

**Researcher Name** is a **Title** in the **Department** in the **College of** [name of college]. **Researcher Name** [explanation of conflict] **Name of Company** (the Company(s)). **Name of Company** collaborates with Auburn University in the conduct of research and related activities. The intersection of these relationships presents conflicts of interest(s) that must be managed.

**Oversight Manager:**

The current supervisor of **Researcher's Name** will serve as the Oversight Manager (OM) for this management plan, taking responsibility for the duties laid out in the attached "Guide for Oversight Managers of COI Management Plans[1]."

**Researcher Name (the Conflicted) agrees to:**

1. **University Disclosure[2]:** Disclose in writing their conflict/financial interest in/with the Company(s) to the University within 30 days of any changes, and annually thereafter. Additionally, disclose their financial interest in the Company(s) to the Office of Sponsored Programs (OSP) and relevant department personnel assisting with the submission at the proposal stage, to all compliance committees at the protocol submission stage, and to all relevant University personnel with oversight responsibilities, including, but not limited to, Contracts and Grants Accounting, Procurement and Business Services, IPX, Research Security Compliance and academic programs and committees;
2. **Sponsor Disclosure[2]:** Disclose in writing to the research sponsor, at the time of proposal or within 30 days of the execution of this COI management plan, their conflict/interest with/in the Company(s) whenever the Company(s) is/are engaged in any role related to their proposed research. This disclosure must be made within 30 days of the execution of this COI management plan and on an annual basis thereafter or within 30 days of any changes to the interested Company(s);
3. **Professional Disclosure[2]**: Disclose in writing their conflict/interest with/in the Company(s) within 30 days of the execution of this COI management plan, and annually thereafter, or within 30 days of any changes to the interest of the Company(s), to their current supervisor and ALL students, fellows, postdoctoral associates, trainees, and

[1] *Guide for Oversight Managers of COI Management Plans*
[2] *Sample disclosure text is available through the linked resource or by contacting research.intergity@auburn.edu*

staff who are under their supervision, or who are working on any of the Company(s)-related research projects; to collaborators in their research that is related to the Company(s); to editors of journals when submitting publications, to all entities for whom they consult, and to organizers of conferences where research results are presented that are related to the Company(s);

4. **Pre-Approval:** Seek pre-approval for all consulting and outside-related activities by submitting pre-approval requests (PARs) in the Endeavor system as outlined in the Auburn University [Consulting Policy];

5. **Changes to Relationship:** Update their COI Disclosure within 30 days of any changes to their relationship with the Company(s) or the relationship of their research with the Company(s) (e.g., new funding, licensing agreement, involvement of human subjects in the research, etc.). The Conflicted must also provide prompt written notification of such changes to the parties identified in items 1–3 of this plan and ensure that all required updates are reflected in the University's disclosure systems. The Conflicted agrees to abide by any amendments that may need to be made to the terms of this plan to accommodate the changes in relationship;

6. **Consulting Contracts[3]:** Responsibly review the business terms associated with consulting contracts and seek appropriate University guidance for assistance with determining compliance with University policies. Refrain from entering into any external agreements that impose obligations or liability upon the University; Auburn University's Contract Addendum, unaltered, must be included in all consulting and other external contracts.

7. **Paid Appointments[4]:** Refrain from hiring or engaging current University students, fellows, postdoctoral associates, trainees, faculty, and staff as Company(s) consultants, volunteers, or employees, without first disclosing the proposed arrangement to the Office of Research Integrity & Compliance (ORIC) and the Dean of the **College of** [name of college] and receiving written approval;

8. **Oversight Restrictions:** Refrain from evaluating the performance or making any changes in the employment or academic status of any University staff or students they supervise or advise, who also have an interest in the Company(s);

9. **Visitors[5]:** Refrain from seeking or sponsoring the appointment of any employee of the Company(s) as a visitor to the University without seeking prior approval from the cognizant Dean and the Associate/Assistant Dean for Research;

10. **Conflict of Commitment:** Abide by University rules and expectations for commitment of time, per the expectations laid out in the Conflicts of Interests Policy and the Faculty Handbook; Refrain from engaging in Company(s)' business or other outside activities when expected to perform their University responsibilities, and take approved leave/time-off to engage in outside employment or activities to eliminate a conflict;

11. **AU Position for Personal Gain:** Refrain from using their University role for personal gain or private benefit, including businesses in which they, or immediate family members, have a financial interest as required by AL Code 36-25-5;

12. **Purchases:** Refrain from using University resources to purchase products or services for use by the Company(s) or permitting their staff or students to make such purchases. If any purchases are to be made from the Company(s), written permission must be sought from the Oversight Manager, who may approve or deny these purchases. If the purchase is to be made on sponsored funds, the sponsor may need to be informed;

13. **Contracts/Agreements:** Refrain from negotiating contracts, material transfer agreements, data use agreements, or licensing agreements between the University and the Company. The Conflicted may provide technical or operational input regarding agreements between the University and the Company. Final negotiation and approval

[3] *All consulting agreements must include an unaltered Auburn University Contract Addendum*
[4] *This prohibition does not apply to students during summer break, or students on academic leave; Student-Faculty Agreement(s) may be required*
[5] *Please consult your unit regarding policies and procedures for appointments of visiting scientists*

authority must be conducted by a non-conflicted representative of the Company;

14. **Purchasing Disclosures:** Disclose the connection to the Company(s) to those involved in making decisions to purchase products or services from the Company(s) which they have the opportunity to influence;
15. **Products or Services:** Provide any products or services to the University "at cost" as required by the Alabama Ethics Commission to avoid personal gain;
16. **Competitive Bid Law:** Unless exempt pursuant to Alabama competitive bid laws or otherwise permitted by law, refrain from entering into any contract with the Company(s) to provide goods or services to the University unless the contract has been awarded through a process of competitive bidding and a copy of the contract is filed with the Commission;
17. **Competitive Bid Law Exemption:** All instances exempt from the Alabama competitive bid law must adhere to the Sole Source Items procedures in accordance with AU Spending Policies and Procedures;
18. **AEC Reporting:** File a copy of any contract with the Company(s) that is to be paid from state, county, or municipal funds with the Alabama Ethics Commission within 10 days of entering the contract as required by AL Code 36-25-11;
19. **University Resources:** Do not request or allow the use of University resources by the Company(s), including equipment, facilities, services, or personnel, unless prior approval is obtained through the appropriate University departments and representatives. Such use must be only on a non-interference basis, and the University must be compensated. No University funds or resources may be used to support Company(s) efforts, including, but not limited to, travel to conferences or to visit sponsors, publication costs, student/staff support, facility and equipment usage on Company(s)-related matters.  Use of University space for research conducted through the Company(s) must be segregated from University space used to conduct research through the University;
20. **Auburn Name:** Adhere to the Auburn University Trademark Policies and Guidelines for Non-AU Use. University marks may not be used without first obtaining written permission from the Office of Trademark Management & Licensing. Use of the Auburn name may only be used as a factual reference to identify himself, and not in any manner that implies University endorsement;
21. **Intellectual Property[6]:** Abide by the University Patent and Copyright Policies and Agreement and disclose to the University all potentially patentable inventions conceived or first reduced to practice in whole or in part in the course of their University responsibilities or with more than incidental use of University resources. Further agrees to assign and does hereby assign to the University all their right, title, and interest in such potentially patentable inventions and to execute and deliver all documents and do any and all things necessary and proper on their part to affect such assignment;
22. **Licensed Technology:** Not restrict or delay general access to information from Auburn University research; not alter the scope or direction of their Auburn University research or the University research of others; and/or not alter the performance of their obligations to the University in order to materially benefit the Company(s);
23. **Publication/Presentation:** Auburn University's commitment to academic freedom includes freedom from direction and restraint in scholarship, University research, and creative expression, and in the discussion and publication of the results thereof. Research that does not permit the free and open publication, presentation, or discussion of results is not acceptable. Auburn investigators must have (and may not relinquish to any Outside Entity) the final authority on what is to be published or presented. Consulting agreements must not delay or prohibit publications resulting from Auburn University research.
24. **Grants/Contracts:** Apply for or pursue research contracts or grants primarily through the University when within

[6] *All faculty, staff, student employees, graduate students and postdoctoral fellows must also sign the Patent and Copyright Agreement for Auburn University Personnel. See the Auburn University Patent Policy*

the course of the Faculty Member's University responsibilities, and not divert potential grant/contract opportunities from the University to the Company(s);

25. **Sub-awards/Professional Services Contracts[7]:** Comply with the special terms that must be in place before the Company(s) can receive research funding from the University. **Researchers are advised to consult with the ORIC early in the planning process, as this activity requires an addendum to the standard COI management plan before any proposal involving such funding can move forward**;

26. **Company funding for University research:** Comply with the special terms that must be in place before the Company(s) can sponsor research at the University, whether directly, as an industry partner for a University program, or as a sub-award for an SBIR/STTR project. **Researchers are advised to consult with the ORIC prior to submitting a proposal for such funding, as an addendum to the standard COI management plan is required for this activity**;

27. **Involvement of Human Participants in Research:** Not involve human participants in research that is related to the Company(s). If such participation is expected, comply with the special terms that must be in place to ensure that the potential for personal gain does not jeopardize or appear to jeopardize the integrity of the human subjects research process. **Researchers are advised to consult with the ORIC prior to submitting a proposal for funding involving human subjects research and the Company(s), as an addendum to the standard COI management plan is required for this activity**;

28. **Student academic freedom and rights:** Acknowledge the primacy of academic progress towards a degree. Comply with the special terms that must be in place to ensure that the academic freedom and rights of all students working with the Conflicted are safeguarded and that students involved in all research projects are provided with a quality research environment. Some conditions, such as a plan for students' academic progress and written notification to students of the Conflicted's relationship to the Company(s), apply before students can work on Company(s) projects, and others, such as the appointment of a non-conflicted co-advisor to the student's committee who has no relationship to the Company(s), may also be required. **Researchers are advised to consult with the ORIC prior to submitting a proposal involving projects funded by the Company(s) to the University that includes students as key personnel, as an addendum to the standard COI management plan is required for this activity**;

29. **Family relationships in research and related activities:** Comply with the special terms that must be in place before related individuals may collaborate on research or sponsored activities. Some conditions apply before proposals can be submitted and others may be required before an award can be accepted. **Researchers are advised to consult with the ORIC prior to submitting a proposal that includes a family member as key personnel, as an addendum to the standard COI management plan is required for this activity**;

30. **AU Policies:** Remain knowledgeable of all relevant AU Policies and diligently follow them, including but not limited to the University Intellectual Property Policies and Agreements, Financial Conflict of Interest Policy related to research, the Conflict of Interest Policy, the Faculty Consulting Policy, and all other relevant University policies and procedures;

31. **Annual Checklist[8]:** Complete a checklist annually to confirm compliance with the terms of the COI management plan over the prior 12 months, and address any concerns or questions promptly and appropriately.

[7] *All proposed sub-awards must be approved by the funding agency prior to the execution of a sub-contract from Auburn University to the Company. Sample disclosure text is provided by emailing research.integrity@auburn.edu*

[8] *Checklist is provided by emailing research.integrity@auburn.edu*

**Appendix: Conflict of Interest (COI) Management Plan – Company Funding of University Research and University Research Providing Funds to Company(s)**

Auburn University supports faculty engagement in consulting, industry-sponsored research, participation in Small Business Innovation Research (SBIR) and Small Business Technology Transfer (STTR) programs, and other research activities conducted in conjunction with business entities (the Company(s)). These opportunities enable businesses to engage in federally funded research and development with commercialization potential. However, when an Auburn researcher has a financial interest in the Company(s) and conducts research funded by, in collaboration with, or otherwise involving financial support to or from the Company(s), a conflict of interest arises that must be managed, mitigated, or eliminated.

1. In accordance with the AU Statement of Principal Investigator Eligibility and Alabama Code Section 36-25-5, an individual who has no connection to the Company(s), of equal or higher rank as the Conflicted, will serve as the Principal Investigator (PI) and oversee all aspects, including research reporting and financial oversight, of any award(s) to Auburn University. While the Conflicted maintains a conflict/interest in/with the Company(s) they may not serve as PI on any Company(s) funded awards, but may serve as co-investigator on award(s) to Auburn University where the Company(s) is the sponsor with approval from the **College of** [name of college] and the Office of the Senior Vice President for Research and Economic Development (OSVPRED);
2. All Auburn individuals (students, staff, or other personnel) involved in an award or sub-award project funded by or to the Company(s) must be informed of the Conflicted's relationship with the Company(s) before the award is accepted, and the Conflicted must provide the Oversight Manager with written documentation confirming that such disclosures have been made;
3. Disclose the relationship with the Company(s) in publications and presentations reporting the work when the relationship is relevant to the content, including circumstances in which the work involves the Company(s), could reasonably be expected to affect the Company(s)' commercial interests, or utilizes the Company's intellectual property;
4. The College and Department Research Administration Team for the Conflicted must be informed of the relationship between the Company(s) and the Conflicted at the time of award;
5. For the Auburn University portion of the research, any involvement of undergraduate or graduate students in these projects will require the Auburn PI to provide a written plan for the students that will:
   i. Establish students' satisfactory academic progress while participating in Company(s) related research,
   ii. Acknowledge the primacy of academic progress towards a degree,
   iii. Outline any training requirements specified by OSVPRED, and
   iv. Fully disclose the Conflicted's relationship to the Company(s) if they supervise students or have a role in the awarded or sub-awarded project.

   Approval of this plan by the Dean of the **College of** [name of college] and the OSVPRED will also be required;
6. Postdoctoral scholars, students, or staff participating in the award or sub-award project may not report directly to the Conflicted or to any individual who reports to them. Oversight of these personnel must be provided by a faculty member of equal rank (or higher) who has no financial conflict with the Company(s). The Conflicted may not evaluate their job performance, approve leave requests, or make decisions regarding their employment status, salary, or other terms of appointment;
7. Postdoctoral scholars, students, or staff involved in the project and working under the supervision of the Conflicted may not also have a financial relationship with the Company(s);

8. Any involved Auburn investigator with a COI must have a current OSVPRED-approved management plan consistent with the 2026 Auburn COI Program in place before Auburn University will release the funding associated with any award(s);

9. The Conflicted may not hold a formally designated, compensated, or decision-making role, including PI, Co-PI, key personnel, or any role with a defined scope of work or effort on the University and Company sides of the same research project, irrespective of whether Auburn University or the Company(s) is the prime awardee. Should the Conflicted wish to perform work on behalf of the Company(s), rather than Auburn University, they must do so outside the scope of their University appointment and in accordance with University policies governing faculty consulting, external employment, and leave. The Conflicted may not represent the University's interests during the period of performance;

10. Employees or representatives of the Company(s) should not participate in the work awarded or subcontracted to Auburn University unless they are also an Auburn employee with an approved COI management plan (see item 8 above);

11. Company(s) employees may not be appointed as Visitors, Adjuncts, or Volunteers at the University during the period of any award or sub-award unless such appointments are approved by the Dean of the **College of** [name of college];

12. The Company(s) will refrain from hiring or engaging current University students or employees who are supervised by the Conflicted as consultants, volunteers, or employees, without first disclosing the proposed arrangement to ORIC and receiving written approval from the Dean of the **College of** [name of college] and the OSVPRED;

13. Accept fair market compensation for specific, legitimate services provided to the Company(s) with payment commensurate with time and effort. Compensation must not be contingent on the outcome of sponsored research;

14. Auburn resources may be used only as described in the award or sub-award, as long as those terms comply with University requirements;

15. For research involving a Company(s), all financial transactions between Auburn University and the Company(s) require prior approval by the Oversight Manager**;**

16. No advance spending on these awards will be allowed. Money may not be spent on the award until the COI management plan has been finalized and the award has been finalized by OSP;

17. The Conflicted **may not** be involved in data collection, data entry, or data analysis, nor advise the research team on data handling. All such activities must be reviewed and validated by the non-conflicted PI or by a research team member acting under the PI's oversight;

18. The Conflicted shall have no role in the oversight, evaluation, or performance assessment of the Company(s), such tasks must be performed by the non-conflicted PI or by a research team member acting under the PI's oversight;

19. When intending to use information - including data or material gathered while consulting or through other external engagements - for Auburn research, OSP must review the terms or conditions for accepting such information for use in Auburn research, even if the data are provided free of charge. The terms of any such agreement must not conflict with Auburn University policy;

20. External activities must be of such nature and conducted in such manner as will not bring discredit to the University and must not compromise any intellectual property owned by the University;

21. Conduct activities with the outside Company(s) as separately as possible from research, so that these activities are not seen as an extension of sponsored research. The scope of responsibilities with outside entities must be very

specific so that it does not grant the Company(s) access to work not done under any agreement or interfere with intellectual property disclosure or publications resulting from their academic work;

22. Clarify that opinions expressed in work prepared in the course of any external engagements with the Company(s) are their own and not the official positions of the University.

Requirements for SBIR/STTR proposals and awards:

23. The Principal Investigator on the prime award(s) to the Company(s) may not concurrently be an Auburn University employee during the period of the award;
24. When submitting a proposal to the Company(s) for an award or sub-award to Auburn University, **College of** [name of college] must provide to OSP (upon submission through the Endeavor system for units with College-level Designees):
    i. A copy of the solicitation and the complete proposal and budget for the Auburn sub-award, and
    ii. The complete proposal submitted by the Company(s) to the prime sponsor as soon as available, and indicate:
        i. The labs and other Auburn locations where work will be conducted;
        ii. The role of any Auburn students and staff in the research;
        iii. Whether any Company(s) employees or representatives will be involved in the Auburn portion of the work and a description of their involvement (see item 10 above);
        iv. If the information is not provided in time for a full review to be conducted by OSP before submitting the proposal to the Company(s), it must be provided before the award is received. If the proposal does not meet the requirements laid out in this document, OSP, upon consultation with ORIC, may need to withdraw the proposal, may not be able to accept the award from the Company(s), or the award may need to be modified to comply with the COI management terms;
25. The Company(s)' proposal to the sponsor should clearly describe the relationship between the Conflicted and the Company(s) so that the sponsor can make the funding decision with full knowledge of the potential conflict.

Requirements for all Subawards and any Professional Services Contracts that could affect research outcomes:

26. Project activities that can reasonably be conducted by the University must be conducted under the prime award and not by the Company(s) through contract or sub-award. Only work reasonably outside the University's capabilities, capacity, or scope will be eligible for subrecipient or contract work, as approved by ORIC and OSP;
27. The Conflicted shall not use their Auburn University position to secure any subcontract, contracts, gifts, or other benefits for the Company(s), themselves, a family member, or any affiliated business—except for the at-cost, no-profit arrangement with Auburn University, as approved by ORIC and OSP. In any such case, the employee will recuse themselves from any University decision-making, evaluation, or approval process related to that arrangement;
28. The proposal to the sponsor should clearly describe the relationship between the Conflicted and the Company(s), so that the sponsor can make the funding decision with full knowledge of the potential conflict;
29. The contract or sub-award agreement must contain a clearly defined scope of work, a detailed budget justification, and measurable deliverables that align with the objectives of the prime award;
30. The Oversight Manager must approve increases in funding by $5,000 or more to the Company(s) under any contract or sub-award from the University to the Company;

**Foreign Interest Disclaimer:**
The management of this conflict is limited to the financial or other interest(s) as stated in the Description of the managed conflict(s) and does not approve, condone, or provide any opinion as to the suitability of collaboration with the identified entity(s) nor the level of research security risk presented by the entity(s), if any. Foreign interests must be vetted and evaluated by the Office of Research Security Compliance, which will advise the individual discloser on the appropriateness of collaboration with this entity, given any research security risks presented.

**Address concerns:**
All oversight management decisions made within the scope of this management plan shall be subject to the authority of the Senior Vice President of Research and Economic Development (SVPRED). The SVPRED, or their authorized representative, reserves the right to modify, suspend, or terminate any such decisions as deemed necessary to ensure the successful management of all conflicts, whether real or perceived, outlined in this plan. Any disputes concerning the governance of this management plan, brought forth by the Conflicted or appointed OMs and ADRs, shall be referred to ORIC for review and final resolution by the SVPRED or their authorized representative. Decisions rendered by the SVPRED shall be binding and final.

**Monitor and evaluate:**
**Researcher Name** acknowledges that the University will monitor and evaluate this plan as well as policies related to it, and at any time should Auburn University (AU) determine, in its sole discretion, that the plan is not sufficient to guard actual or apparent conflicts of interest or is otherwise not in the interest of AU, may determine the conflicts as not capable of management and may ask **Researcher Name** not to pursue the conflicting activities while an employee of AU. **Researcher Name** further acknowledges their personal duty to ensure their compliance with the Alabama Ethics Law (as applicable) and that this Agreement is not a substitute for that responsibility.

**Agreement:**
By signing below, all parties agree that the terms of this Conflict of Interest Management Plan are acceptable to manage effectively any real or apparent conflicts arising from the intersection of relationships described here and that all individuals identified in this plan agree to fulfill their responsibilities as described.

____________________________________
**Researcher Name**
**Title**
**Department**
**College**

Date____________