



Conflict of Interest Policy

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General Description

Policy Summary:

Conflicts of interest occur when *employees* are in a position to influence decisions on policy, purchases or *research* where they may directly or indirectly receive financial benefit or give improper advantage to associates/*family*. Conflicts of commitment arise when *employees* are involved in outside *activities* that substantially interfere with their primary responsibility to *Trinity University*.

For purposes of this policy, *employees* include all faculty, staff, contractors, vendors, volunteers, students (to the extent that they serve on University committees), and other third parties. Italicized words are defined in the Terms and Definition section.

Purpose:

Trinity University expects all employees to exercise good judgement, professional commitment, and the highest ethical standards in their extramural *activities* that can in any way affect *Trinity University*. *Trinity University* promotes objectivity in research by establishing standards to ensure that the design, conduct, and reporting of research will be free of any financial conflict of interest. Every *employee* has an obligation to avoid any *activity*, agreement, *business* investment or interest, or other situation that could be construed to be in conflict with the *Trinity University's* interest or to interfere with the *employee's* duty to serve the *Trinity University*. Where existing outside interests contravene the policy, the *employee* will be permitted a reasonable period, not to exceed three months (90 calendar days) after the date of discovery of the conflict, to make adjustments or to manage the conflict as approved by the *Conflict of Interest Committee*.

Scope:

This policy applies to all faculty, staff, contractors, vendors, volunteers, students (to the extent that they serve on University committees), and other third parties.

Exceptions:

1. Specific exceptions may be made by the *Conflict of Interest Committee* upon application in writing by the *employee*. Such exceptions shall be wholly discretionary and shall be adopted at such times and under such conditions as will serve the interests of *Trinity University*.
2. The *Conflict of Interest Committee* will determine whether an actual or potential conflict of interest exists, and determine what conditions or restrictions, if any, should be imposed by *Trinity University* to manage, reduce or eliminate such conflict of interest. Each member of the *Conflict of Interest Committee* must be in attendance to consider the exception. Absentees will be considered negative votes. The President of *Trinity University* will make the decision in the case of a tie vote.

Policy Content

① POLICY - It is the policy of *Trinity University* that:

- a. No *employee* shall have a direct or indirect interest in any *business* enterprise that is a competitor of *Trinity University* or has dealings with *Trinity University* as a supplier. An *employee* in a position to influence a *University business* decision for which he/she may receive material benefit should disclose the nature of the conflict to his/her immediate supervisor, and, where possible remove himself/herself from involvement in the decision. If the *employee* continues to participate in the decision process, discussion with supervisors and documentation of the potential conflict should be presented to the *Conflict of Interest Committee*.
- b. No *employee* shall seek or receive, for personal or any other person's gain, any payment, whether for services or otherwise, loan (except from a bank), gift or discount of more than nominal value, or entertainment that goes beyond common courtesies usually associated with accepted business practice from any *business* enterprise that is a competitor of *Trinity University* or has current or known prospective dealings with *Trinity University* as a supplier or could benefit from the *employee's* submission of research data.
- c. No *employee* shall, for personal or any other person's gain, deprive *Trinity University* of any opportunity for benefit that could be construed as related to any existing or reasonably anticipated future activity of *Trinity University*.
- d. No *employee* shall, for personal or any other person's gain, make use of or disclose confidential information learned as a result of employment by *Trinity University*. Any information that has been acquired in connection with sponsored research by *Trinity University employees* cannot be withheld from the sponsoring organization(s) for personal

benefit.

- e. No *employee* shall have any outside interest that materially interferes with the required time or attention that the *employee* must devote to *Trinity University*. *Employees* should not undertake or orient activities to serve the needs of an outside organization at the expense of fulfilling the Mission of *Trinity University*.
- f. Before considering outside employment or consulting activities, an *employee* should discuss potential conflicts of commitment or interest with his/her appropriate supervisor. *Employees* regularly involved in consulting activities from which they profit financially, are not in conflict so long as:
 - 1. *Trinity University* resources (laboratories, studios, equipment, computational facilities, and/or human resources) are not used more than incidentally without reimbursing *Trinity University*.
 - 2. Such activities do not unduly interfere with the time and energy committed by the *employees* to their primary responsibilities to *Trinity University*. The allowable amount of time dedicated to consulting will be governed by the Consulting Policy (Faculty Handbook Chapter 4(E)).
 - 3. Such involvement does not inhibit the publication of research findings developed in the course of the *employee's* regular *Trinity University* activities.
- g. *Trinity University* actively encourages involvement in professional organizations, panels, advisory commissions, government, charitable and community organizations. However, such involvement should not become so dominant that *Trinity University employees* no longer effectively satisfy their responsibilities to *Trinity University*.
- h. Faculty members must exercise prudence in directing students and supervised *employees* toward activities from which the faculty might financially benefit. In particular, no faculty member should profit unduly from the sale of textbooks or other course materials to students at *Trinity University*. See Faculty Handbook Chapter 5, Section XIV, On-Campus Sales of Instructional Materials to Students.
- i. No *employee* shall act or be involved in any situation that potentially conflicts with the principle that this policy is intended to implement.
- j. The *employee* will cooperate with *Trinity University* officials in ensuring that *Significant Financial Interests* do not bias research or other activities carried out under the auspices of externally sponsored projects.

② STANDARDS FOR COMPLIANCE

a. Prohibitions of this policy should be construed broadly rather than narrowly. A conflict of interest may be deemed to exist even though it may not result in financial loss to *Trinity University*, regardless of the motive of the *employee* involved. If a possible conflict of interest arises, the *employee* is encouraged to discuss the matter with the appropriate Vice President designated by the *Conflict of Interest Committee* to determine whether such a conflict in fact exists and, if so, how it may be resolved.

b. Disclosure of Significant Financial Interests

Each *Investigator* who is/will be responsible for the design, conduct, or reporting of research or educational activities funded by federal monies OR funded by other external sources in excess of \$10,000 will submit an Annual Disclosure Statement to the Associate Vice President of Academic Affairs: Budget and Research (AVPAA:B&R). By federal regulation, *significant financial interests* of an *Investigator's family* (i.e., spouse and any dependent children) must also be disclosed on the Annual Disclosure Statement.

Annual Disclosure Statements should be submitted between the first business day of April and the last business day of April or upon request of the AVPAA:B&R. Disclosure must also be made before applying for any U.S. *Public Health Service (PHS)* or National Science Foundation grant and within 30 days of any change pertaining to the financial interests of the Principal *Investigator* or other decision-making project staff.

c. Training in Conflict of Interest Policies and Principles

Each *Investigator* who is/will be responsible for the design, conduct, or reporting of research or educational activities funded by the U.S. *Public Health Service (PHS)* must complete training in Conflict of Interest principles:

- prior to engaging in research related to any grant or conduct funded by the *PHS*;
- at least every four years while *PHS* funding is active;
- if the Institutional Conflict of Interest policies change;
- when the *Investigator* is found noncompliant with *Trinity University's* Conflict of Interest Policy or *management plan*.

d. Review of Significant Financial Interests

All disclosures of *Significant Financial Interests* will be reviewed by the *Research Integrity Committee* to determine whether the *Significant Financial Interests* constitute conflicts of interest in relation to the *Investigator's* or *Project director's* externally funded research.

e. Investigation

In the event that an intentionally undisclosed *Significant Financial Interest* is discovered, the *Research Integrity Committee* may remand the *Investigator* or Project Director to the Provost for review. The AVPAA:B&R is responsible for conducting a retrospective review of the *Investigator's* research and notifying the cognizant agency of all actions taken within 120 days of the Provost's receipt of the findings from the Research Integrity Committee.

In the event of any suspected violation of this Policy outside of research, the *Conflict of Interest Committee* shall have authority to direct the Internal Audit company to investigate immediately. In the case of suspected violation of this policy within research, the *Research Integrity Committee* will investigate and make a recommendation to the *Conflict of Interest Committee*.

II. Findings of Conflict of Interest

In the event that the *Research Integrity Committee* judges a *Significant Financial Interest* to constitute a real, potential, or perceived conflict of interest in relation to the funded research or project, a plan must be put in place to manage, reduce, or eliminate the conflict. The *management plan* may include any of the following or an alternative action deemed reasonable by the committee and the *Investigator*:

- monitoring of research by independent reviewers,
- modification of the research plan to avoid conflicts of interest,
- disqualification of *Investigators* from the portion of the funded research that could create conflicts of interest,
- divestiture from *Significant Financial Interests*,
- severance of relationships that create conflicts of interest,
- disclosure of potential financial conflict of interest to all research participants, journal reviewers, and the public.

Failure to comply with the management plan within three months or prior to start of work on a federally funded project may be grounds for disciplinary action as determined by the *Trinity University* conflict of interest policy.

If an *Investigator* is found to be in noncompliance, or if research results are found to be biased or could appear to be biased as a result of the financial conflict of interest, the *Research Integrity Committee* and the *Investigator* will devise a mitigation plan and the AVPAA:B&R will report all actions taken to the cognizant agency.

The *Conflict of Interest Committee* will inform the President in a timely manner (i.e., 24 business hours) of any decisions concerning an *employee* being asked to reduce or eliminate certain business interests.

③ RECORDKEEPING

If the Conflict of Interest finding is related to federally funded research, the AVPAA:B&R will notify the cognizant agency of the following information within 60 days of becoming aware of the Conflict of Interest:

- Grant/Contract number,
- Project Director/Principal *Investigator* (PD/PI) or Contact PD/PI,
- Name of *Investigator* with financial conflict of interest,
- Whether financial conflict of interest was managed, reduced, or eliminated,
- Name of the entity with which the *Investigator* has a financial conflict of interest,
- Nature of financial conflict of interest, e.g., *equity*, consulting fees, travel reimbursement, honoraria,
- Value of the financial interest, and
- A description of the financial interest and the basis for *Trinity University's* determination that the financial interest conflicts with such research.

The AVPAA:B&R will be responsible for documenting all actions taken by *Trinity University* with respect to each *Significant Financial Interest*. Relevant documents will be retained for 3 years after the completion of the grant, where completion is marked by the date of submission of the final expenditures report.

In the case of findings of financial conflict of interest, the AVPAA:B&R is responsible for completing annual reports about financial conflict of interest findings and mitigation actions to the cognizant federal agency and making up-to-date financial conflict of interest information available within five days of any request.

All financial disclosures must be updated during the project period of a research award, either on an annual basis or as new reportable significant financial interests are obtained.

Performance Evaluation

Consequences of Policy Violation:

Violation of this policy may be grounds for disciplinary action. *Trinity University* will make the final determination for disciplinary action. Many actions are available and may be taken in a fashion consistent and commensurate with the nature of the proven acts of misconduct.

Examples include:

- Suspension of eligibility to seek external funding or IRB approval, or to supervise research students
- Probation
- Reduction in rank or salary
- Suspension or termination of employment

The AVPAA:B&R shall be responsible for appropriate dissemination of this policy.

Terms & Definitions

Terms and Definitions:

| Term: | Definition: |
|--------------------------------------|--|
| Activities | Includes both direct activities and financial interest in the activities of other businesses. |
| Business | Any corporation, partnership, proprietorship, firm, franchise, association, holding company, joint stock company, receivership, trust, or any other legal entity organized for profit. This does not include mutual funds over which the investigator has no control, or any governmental committee, community, political, academic, charitable, religious, social, or professional non-profit organization. |
| Conflict of Interest Committee (CIC) | A group made up of all Vice Presidents charged with determining what to do in cases of employees' conflicts of interest. |
| Employee | Includes all faculty, staff, contractors, vendors, volunteers, students (to the extent that they serve on University committees), and other third parties. |
| Equity Interests | Ownership or control of stock, stock options, or other investment instruments. |
| Facilities | Excludes the <i>employee's</i> office, office equipment, and incidental supplies (e.g., copying, fax, internet service). |
| Family | Spouse and dependent children. |
| Institutional Responsibilities | An Investigator's professional responsibilities on behalf of the Institution, and as defined by the Institution in its policy on financial conflicts of interest, which may include for example: activities such as research, research consultation, teaching, professional practice, institutional committee memberships, and service on panels such as Institutional Review Boards or Data and Safety Monitoring Boards. |
| Intellectual Property | Includes organized information, ideas, fabrication methods, devices, or substances that are patented or copyrighted or have that potential, and that are partially or fully owned by <i>Trinity University</i> . Excludes any intellectual property for which the <i>investigator</i> or <i>employee</i> holds a license from <i>Trinity University</i> or which is in the public domain. |
| Investigator | The principal investigator, co-principal investigators, and any other person at the institution who is responsible for the design, conduct, or reporting of research or educational activities funded by a federal grant. |
| Manage | Taking action to address a financial conflict of interest, which can |

| Term: | Definition: |
|---|---|
| | include reducing or eliminating the financial conflict of interest, to ensure, to the extent possible, that the design, conduct, and reporting of research will be free from bias. |
| Public Health Service (PHS) | Means an operating division of the U.S. Department of Health and Human Services, and any components of the PHS to which the authority involved may be delegated. |
| Research | A systematic investigation, study or experiment designed to develop or contribute to generalizable knowledge relating broadly to public health, including behavioral and social-sciences research. The term encompasses basic and applied research (e.g., a published article, book or book chapter) and product development (e.g., a diagnostic test or drug). |
| Research Integrity Committee (RIC) | A group composed of the AVPAA:B&R, the Controller, and the chairs of the Institutional Review Board (IRB) and the Institutional Animal Care and Use Committee (IACUC). This group is charged with reviewing disclosures of <i>significant financial interest</i> related to externally funded programs in order to determine if a conflict of interest exists. If a conflict of interest exists, the RIC can devise and recommend a plan to manage the conflict to the CIC. |
| Small Business Innovation Research Program (SBIR) | Means the extramural research program for small business that is established by the Awarding Components of the Public Health Service and certain other Federal agencies under Pub. L. 97-219, the Small Business Innovation. |
| Significant Financial Interest | A financial interest consisting of one or more of the following interests of the Investigator (and those of the Investigator's spouse and dependent children) that reasonably appears to be related to the Investigator's <i>institutional responsibilities</i> : (i) With regard to any publicly traded entity, a <i>significant financial interest</i> exists if the value of any remuneration received from the entity in the twelve months preceding the disclosure and the value of any equity interest in the entity as of the date of disclosure, when aggregated, exceeds \$5,000. For purposes of this definition, remuneration includes salary and any payment for services not otherwise identified as salary (e.g., consulting fees, honoraria, paid authorship); equity interest includes any stock, stock option, or other ownership interest, as determined through reference to public prices or other reasonable measures of fair market value; |

| Term: | Definition: |
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| | <p>(ii) With regard to any non-publicly traded entity, a <i>significant financial interest</i> exists if the value of any remuneration received from the entity in the twelve months preceding the disclosure, when aggregated, exceeds \$5,000, or when the Investigator (or the Investigator's spouse or dependent children) holds any equity interest (e.g., stock, stock option, or other ownership interest); or</p> <p>(iii) Intellectual property rights and interests (e.g., patents, copyrights), upon receipt of income related to such rights and interests.</p> <p>(iv) Any travel that appears to be related to one's <i>institutional responsibilities</i> and has been paid or reimbursed by an entity or individual outside of Trinity (Exceptions include travel sponsored by a domestic government agency, a college or university, an academic teaching hospital, a medical center, a university-affiliated research institute, or a grant project approved through Trinity's internal approval process)</p> <p>(v) The term <i>significant financial interest</i> does not include the following types of financial interests: salary, royalties, or other remuneration paid by Trinity to one of its current employees; income from investment vehicles, such as mutual funds and retirement accounts, as long as the Investigator does not directly control the investment decisions made in these vehicles; income from seminars, lectures, or teaching engagements sponsored domestic government agency, an Institution of higher education as defined at 20 U.S.C. 1001(a), an academic teaching hospital, a medical center, or a research institute that is affiliated with an Institution of higher education; or income from service on advisory committees or review panels for a domestic government agency, an Institution of higher education, an academic teaching hospital, a medical center, or a research institute that is affiliated with an Institution of higher education..</p> |
| Trinity University | Includes all divisions and departments operated by <i>Trinity University</i> . |

Related Documents

Related Documents:

| Document Type: | Document Name: | Document Number: |
|----------------|----------------------------|------------------|
| Policy | Faculty Handbook 2020-2021 | ACAD-0002 |

Related Content:

<https://www.ecfr.gov/current/title-42/chapter-I/subchapter-D/part-50/subpart-F>

[NSF 05-131 Chapter V - Grantee Standards](#)

[Collaborative Research & Sponsored Programs Website](#)

Revision Management

Revision History Log:

| Revision #: | Date: | Recorded By: |
|-------------|------------------|------------------------|
| v2.0 | 5/3/2021 7:07 AM | Gary Logan |
| v1.0 | 8/2/2019 2:14 PM | Jennifer Gilmore Adamo |

Vice President Approval:

| Name: | Title: |
|---------------|-------------------------------------|
| Megan Mustain | Vice President for Academic Affairs |