



Guidance for Reviewing Outside Activity and Other Support

Reviews of Outside Activity and Other Support (“COC review”) relate to either (1) a full-time (0.50 FTE or greater) University Employee’s or (2) an Investigator’s obligations to UArizona. Conflicts of Commitment (COCs) are generally situations in which a full-time University Employee or [Investigator](#), regardless of their UArizona FTE, accepts or incurs conflicting obligations between or among multiple employers or other entities.

Please see [Applicability of COC Requirements](#) for information about applying COC requirements to individual disclosers.

Outside Activity consists of Outside Commitments and Outside Employment.

Outside Commitments: (1) are professional and other activities that are related to a University Employee’s professional expertise, outside of their University duties and responsibilities; (2) are for the benefit of an external entity or individual and are not covered by a fully executed written agreement between the University and the external entity; and (3) require a time commitment. Outside Commitments include Outside Employment, independent contracts for consulting services, private consulting groups comprised of University Employees, volunteer/pro bono work, appointments at postsecondary educational institutions, and foreign components, as that term may be updated by the University’s Office for Responsible Outside Interests.

The [Outside Commitment Decision Tree](#) can be used to determine whether an activity is an Outside Commitment.

Outside Employment refers to any employment relationship outside of the University requiring a time commitment.

Other Support refers to:

1. all resources made available, or expected to be made available, to an individual in support of the individual's research and development efforts, regardless of (1) whether the source is foreign or domestic; (2) whether the resource is made available through the entity applying for a research and development award or directly to the individual; or (3) whether the resource has monetary value; and
2. includes in-kind contributions requiring a commitment of time and directly supporting the individual's research and development efforts, such as the provision of office or laboratory space, equipment, supplies, employees, or students.

This term has the same meaning as the term Other Support as applied to researchers in NSPM-33.

For researchers, Other Support includes all resources made available to a researcher in support of and/or related to all of their professional R&D efforts, including resources provided directly to the individual rather than through the research organization, and regardless of whether or not they have monetary value (e.g., even if the support received is only in-kind, such as office/laboratory space, equipment, supplies, or employees). This includes resource and/or financial support from all foreign and domestic entities, including but not limited to, financial support for laboratory personnel, and participation of student and visiting researchers supported by other sources of funding.

Some COCs can be mitigated through the implementation of a management plan. For assistance with implementing a management plan, please contact the OROI at 520-626-6406 or coi@arizona.edu.

Table of Contents

I. COC REVIEW PROCESS	4
A. DETERMINATION CONSIDERATIONS	4
B. EXPIRATION	5
C. REVOCABILITY	5
D. OTHER REVIEWS	5
E. PROHIBITED ACTIVITIES	5
II. PRIMARY COMMITMENT OF TIME & INTELLECTUAL ENERGIES TO UARIZONA	5
A. CLEAR DISTINCTION OF WORK, EFFORT & SPACE	5
1. <i>Equipment</i>	5
2. <i>Startup Company Space</i>	6
B. DUAL SUPERVISION	6
C. OTHER POSTSECONDARY EDUCATIONAL INSTITUTIONS	7
1. <i>Consulting & Collaborative Research</i>	7
III. USE OF UARIZONA RESOURCES & ASSETS	7
A. SIGNIFICANT USE OF UNIVERSITY RESOURCES	7
B. UNIVERSITY ASSETS	8
C. RESOURCES PURCHASED THROUGH GRANT OR CONTRACT	8
D. INTELLECTUAL PROPERTY & CONFIDENTIAL INFORMATION	9
IV. CONSULTING, NON-DISCLOSURE, FEE-FOR-SERVICE AND OTHER AGREEMENTS WITH OUTSIDE ENTITIES	9
A. INDEMNITY & INSURANCE	9
B. UNIVERSITY NAME, LOGO & IDENTIFIERS	9
C. CONSULTING AGREEMENTS	10
V. RESEARCH	10
UA INVESTIGATORS CANNOT CONCURRENTLY CONSULT FOR AN OUTSIDE ENTITY ON A PROJECT FOR WHICH THEY ARE A RECIPIENT OF A SUBCONTRACT	10
A. FOR SBIR	10
B. FOR STTR	10
C. STARTUP COMPANIES	10
D. PUBLICATIONS AND PRESENTATIONS	10
VI. INTELLECTUAL PROPERTY	11
A. TRANSFER OF RIGHTS	11
B. USE BY OUTSIDE ENTITIES	11
VII. STUDENTS & TRAINEES	11

I. COC Review Process

If OROI determines that an Outside Activity does not, on its face, violate federal regulations, state law or UArizona policy, a COC Review will be assigned to an individual's supervisor – department head and dean for faculty – (“COC Reviewer”) to assess whether the Outside Activity conflicts with the individual's primary commitment of time and intellectual energies to UArizona or if there are any concerns related to the use of UArizona resources, assets and/or Intellectual Property. If you have been assigned a COC Review related to an entity in which you have an Outside Interest or Outside Activity, do not proceed with the review and contact OROI.

(If OROI identifies potential concerns related to federal regulations, state law or UArizona policy, OROI will return the submission to the discloser to provide additional context or make appropriate changes to the Outside Activity.)

A. Determination Considerations

When reviewing an employee's request for approval of an Outside Activity, COC Reviewers should consider the following:

- Will the Outside Activity negatively impact the individual's time allocation?
- How is the individual currently performing their institutional duties and responsibilities? And, will their performance be negatively impacted by the Outside Activity?
- Will the Outside Activity require use of UArizona resources, assets and/or Intellectual Property?
- Is research being characterized as consulting?
- Will students and/or trainees be involved in the Outside Activity?
- Will the Outside Activity impact compliance with UArizona policies?

Federal funding agencies have noted: Many organizational policies define conflicts of commitment as conflicting commitments of time and effort, including obligations to dedicate time in excess of organizational or research agency policies or commitments. Other types of conflicting obligations, including obligations to improperly share information with, or to withhold information from, an employer or research agency, can also threaten research security and integrity, and are an element of a broader concept of conflicts of commitment used in this document.

Thus, the following should also be considered:

- Does the Outside Activity include an obligation to improperly share with or withhold information from an employee or research agency?
- Is there scientific overlap between the individual's UArizona research and the Outside Activity?
- Is there budgetary overlap between the individual's sponsored UArizona research and the Outside Activity?

B. [Expiration](#)

Outside Activity approvals expire 1 year from the date of approval.

C. [Revocability](#)

An individual's immediate supervisor and/or dean can disapprove any Outside Employment or Professional Commitment at any time, even those that were previously approved.

D. [Other Reviews](#)

Outside Commitments and Outside Employment are subject to Financial Conflict of Interest, Institutional Conflict of Interest and Substantial Interest reviews which may result in conflict findings and implementation of a mitigation strategy (e.g., management or elimination).

E. [Prohibited Activities](#)

Being a party to/participating in a [Malign Foreign Talent Program](#) is prohibited.

II. [Primary Commitment of Time & Intellectual Energies to UArizona](#)

Full-time UArizona employees – individuals whose UArizona FTE is 0.50 or greater – are required to have a primary commitment of time and intellectual energies to their work for UArizona.

A. [Clear Distinction of Work, Effort & Space](#)

There must be a clear distinction between the University Employee's work and effort for UA and UA's space and equipment, and the University Employee's work and effort for and the space and equipment leased by an outside entity.

1. [Equipment](#)

The UA equipment used by an outside entity must be UA-owned

equipment and cannot be equipment that is funded by an ongoing, research grant.

2. Startup Company Space

With a Facility Use Agreement Form approved by Research, Innovation and Impact (RII), the Office for Responsible Outside Interests (OROI), Tech Launch Arizona (TLA), the University's Real Estate Office, and the applicable dean or center director, a startup company can lease UA space and equipment. See [UArizona Space Startup Process](#).

B. Dual Supervision

University Employees cannot supervise University Employees at both the University and an outside entity. A University Administrator who does not have an employment relationship with and/or professional commitment to the outside entity should be appointed to oversee the University Employee's time commitments and performance. This individual should not be subordinate to the person with the conflict.

University Employees can supervise University Employees who share an Outside Commitment or Outside Employment provided:

1. They do not supervise University Employees at both UA and the outside entity; and
2. A management plan has been implemented that contains at least the following terms:
 - a. Another individual has primary responsibility for performance assessment, personnel decisions, and serving as a resource for employees if questions or concerns arise with assignments that may be perceived as benefitting the outside entity rather than the University.
 - b. The job duties and responsibilities of everyone working in the lab should be updated and documented in writing to ensure they are clearly outlined and there is consensus.
 - c. There must be written expectations regarding percentage effort and boundaries for work time, scope of work, and requirements at the University of Arizona versus the outside entity.
 - d. If over time University Employees who are or may become involved in the outside entity, are not adequately fulfilling the

duties and responsibilities for their University positions, University department leadership will need to lower their University FTEs accordingly.

- i. In the above situation, a percentage of effort analysis needs to be performed to confirm that the employees' allocation of time and duties to the University continue to justify at least a 0.50 FTE position in order to retain benefits.

c. [Other Postsecondary Educational Institutions](#)

Full-time University Employees may not be employed as faculty members, professional staff, or administrators at any other postsecondary educational institution while they are full-time University Employees unless approved under the [Consulting or Other Outside Employment Policy](#). OROI will work directly with Faculty Affairs and employee supervisors to seek approval prior to assigning the COC Review to a COC Reviewer.

1. [Consulting & Collaborative Research](#)

Consulting and collaborative research relationships with other postsecondary institutions may be permitted, subject to the review and approval of the University Employee's Conflict of Commitment Form.

III. [Use of UArizona Resources & Assets](#)

A. [Significant Use of University Resources](#)

Significant use of University Resources in connection with Outside Employment and Outside Professional Commitments is prohibited unless:

1. Such use is approved by the head(s) of all unit(s) with authority over the resources and by the Dean and the relevant Vice President; and
2. The use does not interfere with the University's performance of its missions; and
3. The use is covered by a fully executed written agreement signed by a duly authorized signatory on behalf of the University in which all such uses of University resources are compensated in accord with fair market value or actual costs; and
4. A copy of the [Facilities Use Agreement Form](#) or other agreement authorizing the use of University resources is sent to the Office for Responsible Outside Interests.

Significant Use of University Resources has the meaning set forth in the [ABOR Intellectual Property Policy, No. 6-908, Section F\(9\)](#).

By way of example only, Significant Use of University Resources may include:

- A. Use of University research funding;
- B. Use of funding allocated for asynchronous or distance learning programs;
- C. Use of University-paid time within the employment period (other than during sabbaticals, under approved consulting arrangements, or otherwise as permitted under ABOR and University policies);
- D. Assistance of University-employed support staff;
- E. Use of University telecommunication services (beyond ordinary telephone services);
- F. Use of University central computing resources;
- G. Use of University instructional design or media production services; and
- H. Access to and use of University research equipment and facilities, or production facilities.

B. [University Assets](#)

University Employees cannot use University Assets for the benefit of an outside entity unless the use is first covered by a fully executed use agreement reflecting fair market value or actual costs. Examples of University Assets include, but are not limited to: University name, money (including research funding), proprietary information, supplies, arizona.edu domain, laptops, computers, printers and lab equipment. University Assets is defined in the University's [Misuse of University Assets Policy](#).

C. [Resources Purchased Through Grant or Contract](#)

Resources purchased by the University through sponsored project grants or other contractual arrangements may be used only in accordance with the terms and conditions of the grant or contract and may not be used to fulfill an individual's Outside Employment or Outside Professional Commitments. Please contact [Sponsored Projects & Services](#) for more information.

D. Intellectual Property & Confidential Information

1. University Employees may not provide, as part of any approved Outside Employment or Outside Commitment, access to or use of research results, patentable inventions, copyright-protected materials, confidential information, materials or products, or other intellectual property in which ABOR claims an ownership interest under ABOR Intellectual Property Policy No. 6-908, without first obtaining a University license agreement, nondisclosure agreement, material transfer agreement or other appropriate contract authorizing such access and use, signed by a duly authorized signatory on behalf of the University.
2. The University's or any University Sponsor's confidential Information may not be used as part of an Outside Employment or Outside Commitment, without first obtaining the written consent of the owner of such confidential information (i.e., the University or University Sponsor) for such use, signed by a duly authorized signatory. (See also the University's policy on [Misuse of University Assets](#).)

For more information or questions, contact [Tech Launch Arizona](#).

IV. Consulting, Non-Disclosure, Fee-For-Service and Other Agreements with Outside Entities

The University shall not be a party to the agreement and shall have no obligations whatsoever under such agreement. University Employees who enter a consulting, non-disclosure, fee-for-service, or other type of agreements relative to an approved Outside Employment or Outside Professional Commitment are solely responsible for the negotiation of such agreements and for ensuring that the terms and conditions are consistent with this Policy and all other applicable ABOR and University policies, including but not limited to Intellectual Property Policies.

A. Indemnity & Insurance

The University will not provide indemnity nor any other form of guarantee or insurance coverage for activities or obligations pursuant to Outside Employment or Outside Professional Commitment agreements executed between any University Employee and external third parties.

B. University Name, Logo & Identifiers

Use of the University's name, logo, or other identifiers for the promotion or endorsement of an outside entity generally is not permitted.

C. Consulting Agreements

University Employees who enter into consulting agreements with an outside entity should use the University-provided Consulting Agreement Addendum (available on the [Consulting Agreement webpage](#) or by contacting the [Office for Responsible Outside Interests](#)).

V. Research

UA Investigators cannot concurrently consult for an outside entity on a project for which they are a recipient of a subcontract.

A. For SBIR

The Principal Investigator for the SBIR grant must be employed greater than 50% by the outside entity, so UA employees with a .50 FTE or greater at the University cannot serve as the Principal Investigator of a SBIR Phase I or II grant. In addition, for SBIR Phase I, at least two-thirds of the research must be performed by the outside entity receiving the grant, and for SBIR Phase II, at least half of the research must be performed by the outside entity. The remaining amount may be performed by either the outside entity or through a subcontract to a research institution. (See [NIH's SBIR and STTR Critical Differences](#).) University Employees should not be an Investigator on both side of the SBIR.

B. For STTR

The Principal Investigator may be principally employed by either the outside entity or the research institution. In addition, there must exist an employee with greater than 50% appointment in the outside entity. In both Phase I and II grants, the outside entity must perform at least 40% of the research, must subcontract at least 30% of the research to a research institution, and the remaining 30% can either be done by the outside entity or through a subcontract. (See [NIH's SBIR and STTR Critical Differences](#).) University Employees should not be an Investigator on both side of the STTR.

C. Startup Companies

More information about managing competing interests between UArizona and startup companies can be found here: [Principles for Managing Competing Interests Between UArizona and Startup Companies](#).

D. Publications and Presentations

Publications and presentations based on performance of Outside Employment or an Outside Commitment should clearly identify the entity under which the performance occurred. Individuals may list their University affiliation, but each such publication or presentation should include a disclosure of funding and must not state or imply that project funding was provided by the University, nor that the individual's contribution to such publication or presentation was part of their institutional responsibilities.

VI. Intellectual Property

A. Transfer of Rights

University Employees do not have authority to license, assign or otherwise transfer rights in any ABOR/University-owned intellectual property without an appropriate University contract/agreement. As such, University Employees may not provide, as part of any approved Outside Employment or Outside Professional Commitment, access to or use of University databases, research results, patentable inventions, copyright-protected materials, confidential information, materials or products, or other intellectual property in which ABOR claims an ownership interest under ABOR Intellectual Property Policy No. 6-908, without first obtaining a University license agreement, nondisclosure agreement, material transfer agreement or other appropriate contract authorizing such access and use, signed by a duly authorized signatory on behalf of the University.

B. Use by Outside Entities

Outside entities cannot use ABOR-owned intellectual property without permission from the University through [Tech Launch Arizona](#), typically through a license or option.

VII. Students & Trainees

The academic activities of Students, Graduate Students, Postdoctoral Researchers & Other University Trainees (together referred to as "Trainees") must be directed in accord with the best interests of the academic progress of these individuals and without regard for the external interests of University Employees. While University Employees who have external interests in outside entities often see opportunities for Trainees to obtain valuable practical experience through those outside entities, issues can arise when the University Employee has an interest in a successful outcome that is related to his/her Outside Employment or Outside Professional Commitment with the outside entity. A Trainee may not feel that he/she is in a position to decline the opportunity when it is offered by a University Employee on whom the Trainee is dependent for academic guidance or recommendations. Additionally, after becoming involved with a project supported by the outside entity with which the University Employee has an Outside Employment or Outside Professional Commitment, the Trainee may become concerned

about the effects on his or her academic career caused by unanticipated issues in the external relationship.

Certain steps are necessary to ensure that Trainees are informed and properly advised in these situations:

- A. Where the matter relates to research or research-related activities, the University requires that such activities adhere to the Conflict of Interest and Commitment Policy.
- B. Outside Employment or Outside Professional Commitment arrangements must be presented to the Trainee in a context that (a) protects the Trainee from feeling any potential coercion in accepting an offer of employment, internship, or project experience; and (b) includes a mechanism for handling any issues that may emerge in the employment, internship, or project experience separately and independently from evaluation and guidance on academic progress.
- C. University Employees' conflict(s) must be presented to the Trainee by the Office for Responsible Outside Interests via the Student and Trainee Acknowledgement Form ("STAF").