

**UNIVERSITY OF MASSACHUSETTS
INTELLECTUAL PROPERTY POLICY**

LOWELL

The prompt and open dissemination of the results of research and creative work among scholars and, eventually, to the public at large is essential to the University's mission of education and research. The commercial development and distribution of the results of research and creative work to benefit the inventor or creator and the economy is part of the University's mission of public service. This Policy is intended to facilitate the commercial development of intellectual property arising at the University and to provide an incentive to University inventors or creators to participate in such development while acknowledging the University's primary goal of the discovery and dissemination of knowledge.

I. DEFINITIONS

As used in this Policy, the following words shall have the following meanings:

- A. Confidential Information - Information that is received by a Covered Individual from a third party under an express or implied obligation of confidence.
- B. Covered Individuals - All staff, faculty members, students, adjunct professors in residence, and any other individuals associated with the University.
- C. Copyrightable Work - A creative work that is protectable under the copyright laws of the United States or other countries. Copyright protection is available for most literary, musical, dramatic, and other types of creative works, including, for example, computer software, teaching materials, multimedia works, proposals, and research reports.
- D. CVIP - The University Office of Commercial Ventures and Intellectual Property, which has primary responsibility for administering the development and commercialization of Intellectual Property through licensing or other arrangements.
- E. Director - The Executive Director of the CVIP.
- F. Evaluation Committee or Committee - One of several University committees, each with a particular area of technical expertise, that advises the CVIP and Vice Chancellor for Research in evaluating Inventions, Tangible Research Materials, and Copyrightable Works.
- G. Exempted Scholarly Work - A Scholarly Work that falls within certain categories of Copyrightable Works that have been formally recognized by the University as being Scholarly Works. The University currently recognizes the following categories of Exempted Scholarly Works: textbooks, class notes, research articles, research monographs, student theses and dissertations, paintings, drawings, sculpture, musical compositions, poetry, and popular fiction and nonfiction. The President may adopt additional categories of Exempted Scholarly Works. As described below, under most circumstances Exempted Scholarly

Works need not be disclosed to the University and the University automatically waives any ownership interest in such works.

- H. Intellectual Property - Inventions, Copyrightable Works, and Tangible Research Materials.
- I. Invention - A discovery or development that is protectable under the patent laws of the United States or other countries.
- J. Outside Researcher - An individual who performs or directs research for an organization other than the University.
- K. President - The President of the University or his or her designee.
- L. Public Disclosure or Publicly Disclosed - Any written or oral disclosure of an Invention or Copyrightable Work to any person not under a contractual or fiduciary obligation of confidentiality to the University.
- M. Scholarly Work - A Copyrightable Work that has the primary goal of disseminating academic or scholarly knowledge, or is a work of art or literature. As described below, whether a Copyrightable Work is a Scholarly Work will be determined by the Director and Vice Chancellor for Research on a case-by-case basis (except that Exempted Scholarly Works are automatically considered Scholarly Works), and under most circumstances the University waives all ownership interests in Scholarly Works.
- N. Tangible Research Materials or Materials - Tangible biological, chemical, and physical materials or equipment. Examples include cell lines, antibodies, DNA or RNA, chemical samples, plasmids, and prototypes.
- O. Vice Chancellor for Research - The Vice Chancellor for Research at each campus, or where no such person exists, the Provost (or their designees).

II. SCOPE

A. Persons Subject to the Policy

All Covered Individuals are subject to this Policy.

B. Types of Intellectual Property Covered by the Policy

This Policy addresses the three categories of Intellectual Property (Inventions, Copyrightable Works, and Tangible Research Materials) as well as Confidential Information. The President shall have authority to designate additional types of Intellectual Property under this Policy.

III. POLICY

A. Participation Agreement

The University has adopted a Participation Agreement, attached as Exhibit A, that confirms acceptance of this Policy by Covered Individuals and assigns to the University all rights in any Intellectual Property in which the University asserts ownership (as described below).

1. Students - Students must sign the Participation Agreement prior to employment by the University in any research-related position. Such employment would include, for example, an arrangement whereby a student is funded as a research assistant under a government research grant or an industry-sponsored research agreement with the University. Students may also be required to sign the Participation Agreement under other appropriate circumstances, as determined by the Vice Chancellor for Research.
2. Individuals Other Than Students - All Covered Individuals other than students must sign the Participation Agreement. The University will confirm that a valid Participation Agreement is on file before a Covered Individual receives any University-administered funds under a sponsored research grant or agreement.

B. Ownership of Intellectual Property

Any Covered Individual who invents, creates, or discovers any Intellectual Property will own all rights to such Intellectual Property except as follows:

1. Use of University Resources - The University will own any Intellectual Property (other than Exempted Scholarly Works) that is made, discovered, or created by any Covered Individual who makes significant use of University resources (including University-administered funds or University-funded time, facilities, or equipment) in connection with the development of such Intellectual Property. If the Individual uses only library facilities and occasional use of office equipment to create the Intellectual Property, such use will not ordinarily be considered "significant use" of University resources.

If a Covered Individual makes, creates or discovers Intellectual Property (other than Exempted Scholarly Works) that is the same as, directly related to, or substantially similar to a research project in which that faculty member is engaged at the University, then "significant use" of University resources will be presumed. As described below, the Covered Individual may rebut this presumption of University ownership through submission of documentary evidence which clearly establishes that the Intellectual Property was developed without significant use of University resources.

2. University-Commissioned Works - The University will own any Intellectual Property (including Exempted Scholarly Works) that is made, discovered, or created by a Covered Individual who is specifically hired or commissioned by the University for that purpose, unless otherwise provided by written agreement between such individual and the University.
3. Intellectual Property Subject to Contractual Obligations - Ownership of any Intellectual Property (including Exempted Scholarly Works) that is made, discovered, or created in the course of research funded by a sponsor pursuant to a grant or research agreement, or which is subject to a materials transfer agreement, confidential disclosure agreement or

other legal obligation affecting ownership, will be governed by the terms of such grant or agreement, as approved by the University, although the University will ordinarily claim ownership.

4. Student Works

- a. Generally - As with other Covered Individuals, students shall own any Intellectual Property that they make, discover, or create in the course of research (e.g., thesis or dissertation research) unless (i) the student received financial support from the University in the form of wages, salary, stipend, or grant funds for the research, (ii) the student made significant use of University resources (including University-administered funds or University-funded time, facilities, or equipment) in connection with the research, or (iii) the research was funded by a sponsor pursuant to a grant or sponsored research agreement or is subject to a materials transfer agreement, confidential disclosure agreement, or other legal obligation that restricts ownership of Intellectual Property.
- b. Theses and Dissertations - All student theses and dissertations are considered Exempted Scholarly Works; therefore, the student will own copyright to the Scholarly Work (unless Sections III.B.2. or III.B.3. apply), subject to a royalty-free license to the University to reproduce and publish the Scholarly Work. As described below, students are allowed to publish their theses and dissertations unless they have agreed in writing to restrictions that preclude or delay publication.

Under certain circumstances, as described in Section III.C.3. below, the University will relinquish its rights in Intellectual Property to the inventor or creator of that Intellectual Property at his or her request.

C. Administrative Procedures - Inventions and Copyrightable Works

A primary goal of the University is the discovery and free dissemination of knowledge for the benefit of the public. The University recognizes, however, that in certain instances the public will only benefit from knowledge that is protected under the patent or copyright laws, which provide an incentive for economic development of that knowledge. The University therefore requests that all Covered Individuals disclose Inventions and Copyrightable Works (other than Exempted Scholarly Works) promptly, in order to allow the University an opportunity to evaluate their commercial potential, and to preserve or enhance their value by filing a patent application or obtaining a copyright registration. The University has established the following procedures in order to accomplish the dual objectives of disseminating knowledge and maximizing the economic value of that knowledge.

1. Disclosure to the University - Disclosure forms should be submitted to the CVIP or the Vice Chancellor for Research. The Vice Chancellor for Research and the CVIP will exchange copies of all disclosure forms that each receives. The Vice Chancellor for Research will also make available to the campus Office of Grants and Contracts appropriate information to permit required disclosures to research sponsors (e.g., federal agencies). The CVIP will make available appropriate disclosure forms. The treatment of different categories of Intellectual Property is set forth below.

- a. Intellectual Property Developed with University Resources - All Covered Individuals are encouraged to disclose promptly all Inventions and Copyrightable Works (except Exempted Scholarly Works) that (i) are developed with significant use of University resources or (ii) are the same as, directly related to, or substantially similar to a research project in which that faculty member is engaged at the University (see Section III.B.1. above). Although the disclosure of such Inventions and Copyrightable Works is generally voluntary, if the Covered Individual intends to commercialize such Intellectual Property, disclosure is required reasonably before the Covered Individual takes any action to commercialize such Intellectual Property. Examples of commercial actions include, without limitation, seeking patent or copyright protection, commencing discussions with potential investors or licensees, or transferring the Intellectual Property to a third party.

If a Copyrightable Work is an Exempted Scholarly Work, no disclosure is required under any circumstances. In other cases in which a Covered Individual desires treatment of a Copyrightable Work as a Scholarly Work, the Covered Individual should submit to the CVIP or Vice Chancellor for Research, in addition to the disclosure form, a request for treatment of the work as a Scholarly Work and a brief explanation of why the work should be a Scholarly Work.

In the case of an Invention or Copyrightable Work that the Covered Individual claims is not subject to University ownership because the Intellectual Property was developed without significant use of University resources, the Covered Individual should submit to the CVIP or Vice Chancellor for Research, in addition to the disclosure form, a request for confirmation of individual ownership together with documentary evidence which clearly establishes that fact.

- b. University-Commissioned Works - In the case of Inventions and Copyrightable Works (including Exempted Scholarly Works) that a Covered Individual is specifically hired or commissioned by the University to develop (see Section III.B.2. above), disclosure of the Intellectual Property is required unless otherwise provided by written agreement between such individual and the University.
- c. Intellectual Property Subject to Contractual Obligations (e.g., Sponsored Research Agreements) - In the case of Inventions and Copyrightable Works (including Exempted Scholarly Works) developed in the course of research funded by a sponsor pursuant to a grant or research agreement, or which is subject to a materials transfer agreement, confidential disclosure agreement or other legal obligation requiring disclosure, the disclosure of such Intellectual Property will be governed by the terms of such grant or agreement, as approved by the University, if such terms differ from this Policy.

2. Evaluation and Disposition of Disclosures - The Director and the Vice Chancellor for Research will review, evaluate, and make a disposition of all disclosure forms, and will promptly notify the Covered Individual of their disposition. The evaluation and disposition of a disclosure will be completed as soon as possible, but for Inventions ordinarily no later than ninety (90) days, and for Copyrightable Works ordinarily no later than thirty (30) days after the CVIP or the Vice Chancellor for Research receives a

complete and accurate disclosure form and any other information that the CVIP or the Vice Chancellor for Research requests in order to make an informed evaluation of an Invention or Copyrightable Work. Disclosure forms will be evaluated for one of more of the following dispositions, subject to the appeals process described in Section III.C.4. below:

- a. Scholarly Work - In the case of a Copyrightable Work that is claimed as a Scholarly Work (but is not an Exempted Scholarly Work), the Director and the Vice Chancellor for Research will decide whether that work is in fact a Scholarly Work.
- b. No Use of University Resources - In the case of an Invention or Copyrightable Work that the Covered Individual claims is not subject to University ownership because the Intellectual Property was developed without significant use of University resources, the Director and the Vice Chancellor for Research will decide whether there was in fact significant use of University resources.
- c. Evaluation of Commercial Potential: The Evaluation Committees - In the case of an Invention or Copyrightable Work that the Covered Individual discloses for possible commercialization by the University, the Director and the Vice Chancellor for Research will determine its commercial potential. To assist in this determination, the Director and the Vice Chancellor for Research may consult with patent or copyright counsel and outside experts in particular fields.

In addition to these resources, the Director and the Vice Chancellor for Research may seek the advice of various Evaluation Committees with expertise in various fields of research, which Committees the President shall have authority to establish at his or her discretion. Each Committee will be composed of faculty members with relevant expertise, appointed by the Chancellors in consultation with the Director and the Vice Chancellors for Research; a representative from the CVIP other than the Director; and a Committee Chair, selected by vote of the whole Committee. The Director may invite to any Committee meeting one or more individuals from outside the University with relevant industry experience to advise the Committee.

In the case of Inventions or Copyrightable Works (including Exempted Scholarly Works) that arise in the course of research funded by a sponsor under a grant or research agreement, or which are subject to a materials transfer agreement, confidential disclosure agreement, or other legal obligation affecting evaluation of disclosures, the evaluation process will be governed by the terms of such grant or agreement, as approved by the University, if such terms differ from this Policy.

In the unlikely event that the Director and the Vice Chancellor for Research disagree on the disposition of a disclosed Invention or Copyrightable Work, a final decision shall be made by the President.

3. Request for Relinquishment of Rights - Under certain circumstances, as described below, the University may relinquish its ownership rights in an Invention or Copyrightable Work to the inventor or creator of the Intellectual Property at his or her request.

- a. Intellectual Property Developed With University Resources - The University automatically waives its rights in Exempted Scholarly Works. In all other cases, the University will ordinarily waive its ownership rights in favor of the inventor or creator of an Invention or Copyrightable Work if the Covered Individual has made complete and accurate disclosure of such Intellectual Property in accordance with this Policy and the Director and Vice Chancellor for Research have determined that the Intellectual Property comes under one or more of the following categories (as described in detail above):
 - Copyrightable Work that is a Scholarly Work
 - Intellectual Property developed without significant use of University resources
 - Intellectual Property that the University has decided not to commercialize
- b. University-Commissioned Works - The University will not ordinarily waive its ownership rights in any Intellectual Property (including Exempted Scholarly Works) that is developed by a Covered Individual who is specifically hired or commissioned by the University for that purpose, unless otherwise provided by written agreement between such individual and the University.
- c. Intellectual Property Subject to Contractual Obligations - In the case of Intellectual Property (including Exempted Scholarly Works) that is developed in the course of research funded by a sponsor pursuant to a grant or research agreement, or which is subject to a materials transfer agreement, confidential disclosure agreement, or other legal obligation affecting ownership, the relinquishment of any University rights in the Intellectual Property will be governed by the terms of the relevant grant or agreement, as approved by the University, if such terms differ from this Policy. A Covered Individual may need a separate waiver or assignment of rights from the other party in order to acquire complete rights to the Intellectual Property.

If certain Intellectual Property is available for relinquishment by the University (as set forth above), the inventor or creator of the Intellectual Property may request in writing that the Director grant a release or assignment of rights. The Director in consultation with the Vice Chancellor for Research will promptly respond to this request. The University will retain a royalty-free, non-exclusive license to use any such Inventions or Copyrightable Works for academic research and teaching.

4. Appeals - If a Covered Individual disagrees with a decision of the Director and the Vice Chancellor for Research under Section III.C.2., such individual may ask for reconsideration by the appropriate Evaluation Committee. The Committee shall review the matter and make its recommendation to the Director and the Vice Chancellor for Research who shall reconsider the matter. That decision may be appealed to the President, who shall review the written records and make a decision which shall be final.

D. Administrative Procedures - Tangible Research Materials

While potential commercial value should not inhibit the free exchange of University-owned Tangible Research Materials for research purposes, the University nonetheless recognizes that such Materials may have significant commercial value. In addition, Tangible Research

Materials received by Covered Individuals may be subject to contractual restrictions that severely limit the use and transfer of such Materials, to the detriment of University researchers. The University has therefore established the following procedures to allow the free exchange of Tangible Research Materials, while at the same time respecting the ownership rights of the University, protecting the rights of its researchers, and limiting the liability of the University and its researchers.

1. Transfer to Outside Researcher for Basic Research - If a Covered Individual desires to transfer Materials to an Outside Researcher for use in internal basic research, and not for the development or sale of commercial products, the Covered Individual must use the appropriate University form of Materials Transfer Agreement ("MTA"), which will be provided by the CVIP together with instructions for the use of each form. The various forms of MTA will establish rights and responsibilities regarding the Materials among the University and the Outside Researcher and his or her employer and will minimize future confusion and controversy regarding the use and transfer of the Materials and ownership of Inventions or Materials based on the supplied Materials. Faculty members (but not other Covered Individuals) are authorized to sign MTAs on behalf of the University provided that (i) the University-form MTA is not altered or revised in any manner and (ii) a signed original of the MTA is sent to the CVIP when the Materials are sent to the Outside Researcher. Alternatively, CVIP representatives are authorized to approve and sign MTAs, even with revisions.

If Materials are developed by a Covered Individual in the course of sponsored research, or are otherwise subject to contractual restrictions (e.g., a materials transfer agreement or confidential disclosure agreement), the transfer of such Materials to an Outside Researcher will be governed by the terms of the relevant agreement, if such terms differ from this Policy.

These procedures also apply to students who leave the University and desire to bring with them Materials that they developed or discovered in the course of their work at the University.

2. Transfer for Commercial Use - Materials may not be transferred to any Outside Researcher for any use other than internal basic research unless the Outside Researcher has obtained a license from the University through the CVIP under the procedures set forth in this Policy. Materials with commercial uses should be disclosed to the CVIP or Vice Chancellor for Research in the same manner as Inventions and will be treated in the same manner as Inventions.
3. Receiving Materials from Outside Researchers - If a Covered Individual receives Materials from an Outside Researcher at another organization (non-profit or commercial), the other organization or researcher may impose serious use and transfer restrictions on the Materials and may claim an ownership interest in Inventions, Copyrightable Works, or Materials that arise in the course of research performed with such Materials. For this reason, only CVIP representatives are authorized to approve and sign agreements governing receipt of Materials from other organizations. Covered Individuals are encouraged to consult with the CVIP regarding the restrictions applicable to a particular Material from an Outside Researcher before planning to use that Material in their research. Covered Individuals should be aware that, in some instances, these restrictions may be so onerous that the CVIP will ordinarily not approve the agreement. The CVIP

will make available a University-form MTA for receipt of Materials, although the organization supplying the Materials will usually require use of its own MTA.

If Materials are received by a Covered Individual in the course of sponsored research, the transfer of such Materials will be governed by the terms of the applicable sponsored research agreement, if such terms differ from this Policy.

If any MTA restrictions would apply to research performed by students, the affected students must agree to such restrictions in writing.

E. Administrative Procedures - Confidential Treatment of Information

While the academic tradition of free dissemination of knowledge for the public benefit is recognized by the University to be of paramount importance, it may be necessary or desirable, under some circumstances, to restrict disclosure of Confidential Information received from a sponsor company or to delay Public Disclosure of an Invention. The University has developed the following procedures to balance these competing interests. The University will ordinarily not agree to maintain University-generated research results as trade secrets.

1. Guidelines Regarding Public Disclosure of Inventions - Internal disclosure of an Invention to the CVIP or Vice Chancellor for Research will not interfere with the ability to patent the Invention. However, Public Disclosure of an Invention prior to filing for a patent application (even one day before) will preclude the availability of patent protection in most countries. This rule applies to any non-confidential written or oral disclosure that describes the Invention (e.g., at a scientific meeting, in a journal, or even in an informal discussion with colleagues).

Accordingly, the University strongly encourages Covered Individuals to disclose Inventions to the CVIP as soon as possible, and to delay Public Disclosure of the Invention until the evaluation process is completed and a patent application is filed. The CVIP and Vice Chancellor for Research will attempt to minimize delays in publication, but a delay of up to ninety days is often necessary for evaluation. The CVIP and Vice Chancellor for Research will make every effort to expedite the evaluation process when a Covered Individual indicates that there is a compelling need for rapid publication.

During this interim period, an Invention may be safely disclosed outside of the University under the protection of a Confidential Disclosure Agreement ("CDA"), because disclosures made under an appropriate CDA are not considered Public Disclosures. The University therefore recommends that all Covered Individuals use the University-form CDA whenever they disclose information relating to an Invention while the Invention is under evaluation by the University, and the University strongly recommends use of the University-form CDA and consultation with the CVIP if a Covered Individual wishes to disclose an Invention to an Outside Researcher associated with a company or other for-profit organization, or directly to such an organization. The CVIP will make available appropriate forms of CDA. Faculty members have authority to sign the University-form CDA on behalf of the University when they will disclose information (but will not receive information), provided they send a fully signed original of the CDA to the CVIP as soon as possible. Alternatively, CVIP representatives are authorized to approve and sign CDAs on behalf of the University.

Covered Individuals should be aware that Public Disclosure of an Invention prior to completion of the evaluation process and filing of a patent application will adversely affect the commercial value of the Invention and therefore may decrease the likelihood that the University will proceed with commercialization of that Invention.

In the case of an Invention or Copyrightable Work that arises in the course of sponsored research or a grant, or which is subject to a materials transfer agreement (MTA), confidential disclosure agreement, or other contractual restriction affecting Public Disclosure, any restrictions on Public Disclosure will be governed by the terms of the grant or agreement with the other party, as approved by the University. If such restrictions would prevent or delay the publication of a student thesis or dissertation, then he or she must agree to such restrictions in writing.

2. Receiving Confidential Information from Outside Researchers - If a Covered Individual receives Confidential Information from an Outside Researcher or organization (non-profit or commercial) in relation to research performed by the Covered Individual at the University, the other organization or researcher may impose serious non-disclosure and non-use obligations on the Confidential Information and may claim an ownership interest in Inventions, Copyrightable Works, or Materials that arise in the course of research performed with such Confidential Information. For this reason, only CVIP representatives are authorized to approve and sign CDAs from other researchers or organizations on behalf of the University. The CVIP will make available a University-form CDA for receipt of Confidential Information, although the organization disclosing the Confidential Information will usually require use of its own form of CDA.

When Confidential Information is received by a Covered Individual in the course of sponsored research, the treatment of such Confidential Information will be governed by the terms of the applicable sponsored research agreement, if such terms differ from this Policy.

If any CDA restrictions would apply to research performed by students, the affected students must agree to such restrictions in writing.

F. Administrative Procedures - Sponsored Research with Commercial Organizations

The Vice Chancellor for Research in consultation with the CVIP shall have responsibility for negotiating, executing, and administering funded research agreements between the University and commercial organizations, in accordance with the University policies on sponsored research. The Vice Chancellor for Research may delegate all or some of these responsibilities to the CVIP. CVIP approval is required for any terms of such agreements that affect rights to Intellectual Property (e.g., option rights, license rights, or assignment of ownership). If any restrictions in a funded research agreement (such as publication delays) would apply to research performed by students, the affected students must agree to such restrictions in writing.

G. Commercialization of University-Owned Intellectual Property

The CVIP in consultation with the Vice Chancellor for Research shall have responsibility for commercial development and administration of all University-owned Intellectual Property. This commercial development will ordinarily occur through licensing of Inventions, Copyrightable Works, or Materials to a company. If the CVIP is successful in its

commercialization efforts, the inventor or creator will share in the economic rewards, as will the department and campus.

1. Distribution of Non-Equity Revenue Derived from Commercialization - Royalty income and other non-equity revenue derived from the licensing of University-owned Intellectual Property will be distributed at the end of each accounting period as follows:

- a. The University will be reimbursed for any out-of-pocket expenses incurred in obtaining and maintaining patent or copyright protection for a specific item of Intellectual Property, and in evaluating and marketing such Intellectual Property.
- b. The remaining net income will be distributed as follows:
 - Fifteen percent (15%) to the CVIP to fund patents, CVIP operations, and research grants
 - Thirty percent (30%) to the inventor or creator
 - Fifteen percent (15%) to the department or program of the inventor or creator
 - Forty percent (40%) to the campus of the inventor or creator

In the case of multiple inventors or creators of commercialized Intellectual Property, their shares will be distributed as they unanimously agree or, in the absence of agreement, in equal portions. If multiple departments or programs are involved, their shares will be distributed in the same manner as the distributions to the inventors or creators within such departments or programs.

2. Acceptance of Equity - The University may accept an equity interest in a corporation, provided that before the CVIP agrees to accept equity, it must receive the approval of the Vice Chancellor for Research, the Vice President for Economic Development, and the University Treasurer. If the University receives equity in connection with the commercialization of Intellectual Property, such equity will be held on behalf of the University by the University of Massachusetts Foundation, Inc., and will be treated as follows:

- a. Fifteen percent (15%) of the total equity will be held for the account of the CVIP until liquidation.
- b. Forty-five percent (45%) of the total equity will be held for the account of the department or program of the inventor or creator, or such other account as may be designated by the Chancellor of the campus, until liquidation.
- c. Forty percent (40%) will be held for the account of the campus until liquidation.

This Policy does not provide for distribution of equity to the inventor or creator of the Intellectual Property because the University will not receive or hold equity on behalf of individuals. The inventor or creator, however, may receive equity directly from a commercial organization, subject to any restrictions contained in the University's Policy on Conflict of Interest Relating to Intellectual Property and Commercial Ventures.

H. Enforcement

The Director, the Vice Chancellor for Research, or the President may refer any matter to the appropriate University official for disciplinary or other appropriate action.

I. Appeals; Interpretation of Policy; Exceptions

The Director shall administer this Policy in regular consultation with the Vice Chancellors for Research and the President. The President, upon recommendation of the Vice President for Economic Development and in consultation with the General Counsel, may grant exceptions to the Policy in appropriate cases. The President shall have authority to overrule any decision of a Vice Chancellor or the Director.

UNIVERSITY OF MASSACHUSETTS
POLICY ON CONFLICTS OF INTEREST
RELATING TO INTELLECTUAL PROPERTY AND COMMERCIAL VENTURES

LOWELL

Under most circumstances, conflicts of interest involving individuals associated with the University are addressed by Chapter 268A of the Massachusetts General Laws, which governs the conduct of public officials and employees. However, pursuant to Massachusetts General Laws Ch. 75 §14A, in the area of intellectual property and technology transfer this policy is controlling. In matters not addressed by this policy, the provisions of Chapter 268A apply.

I. DEFINITIONS

As used in this Policy, the following words shall have the following meanings:

- A. Chair - The Chairperson of the Conflicts Committee, as described in detail below.
- B. Clinical Research - Research involving human subjects.
- C. Company - Any corporation, partnership, association, or other legal entity, excluding entities controlled by the United States government, the Commonwealth of Massachusetts, and the University. A Company shall include all affiliates and other associated entities.
- D. Conflict of Interest - (i) An actual or potential conflict between the personal interests of a Covered Individual and the interests of the University or the public or (ii) the reasonable appearance of such a conflict to the public.
- E. Conflicts Committee - Shall have the meaning set forth in Article III.
- F. Covered Individual - Any individual associated with the University, including without limitation faculty, staff, and students.
- G. CVIP - The University Office of Commercial Ventures and Intellectual Property.
- H. Director - The Executive Director of the CVIP.
- I. Equity - All ownership interests in a Company and all rights to obtain ownership interests in a Company, including without limitation common or preferred stock, warrants, options, and partnership units, and also including compensation arrangements based on equity performance (e.g., phantom stock). "Equity" does not include ownership interests that are held through publicly traded mutual funds.

- J. Non-Equity Compensation - All compensation other than Equity that is provided by a Company or contractually promised by a Company, including without limitation salary, gifts, royalties, consulting fees, honoraria, goods, services, and travel expenses. "Non-Equity Compensation" does not include compensation that is provided by the University pursuant to (i) its Intellectual Property Policy or by another educational or research institution pursuant to a similar policy or (ii) University-approved research funding.
- K. Financial Interest - With respect to any Company, (i) any Equity in such Company that is directly owned by, or is under the control of, a Covered Individual or a member of his or her immediate family and (ii) Non-Equity Compensation from such Company in an aggregate amount greater than \$1,000 within the prior twelve-month period that is directly or indirectly received by or contractually promised to a Covered Individual or a member of his or her immediate family.
- L. Substantial Interest - Has either of the following meanings.
1. Clinical Research - In relation to Clinical Research that is performed or directed by a Covered Individual, "Substantial Interest" has the same meaning as "Financial Interest."
 2. Non-Clinical Research - In relation to research other than Clinical Research that is performed or directed by a Covered Individual, "Substantial Interest" means either (i) Equity that represents more than five percent (5%) of the total equity in a Company or has a total current value of more than \$100,000 that is directly owned by, or is under the control of, such Covered Individual or a member of his or her immediate family or (ii) Non-Equity Compensation in an aggregate amount greater than the Threshold Amount within the prior twelve-month period that is received by such Covered Individual or a member of his or her immediate family.
- M. Threshold Amount - An amount of compensation that the Conflicts Committee has determined to be substantial, which amount will be established annually by the Conflicts Committee.
- N. Vice Chancellor for Research - The Vice Chancellor for Research at each campus, or where no such position exists, the Provost (or their designees).

II. ADMINISTRATION OF POLICY

A. Philosophy and Authority of Conflicts Committee

The University assumes that its faculty and staff act with the highest level of personal responsibility, integrity and commitment to the University. Nevertheless, complex situations can arise involving Conflicts of Interest that require specialized knowledge and a multi-disciplinary, problem-solving approach. Therefore, the Committee will have the authority on behalf of the University to review conflicts disclosures and to dispose of conflicts involving Financial Interests in a fair and objective manner, utilizing the knowledge and judgment of Committee members and other resources the Committee desires to access. The Committee will have broad discretion in resolving Conflicts of Interest. Over time, decisions made by the Committee may become precedents that will be used for guidance by the Committee to assure continued principled decision making.

Some decisions may periodically be communicated (in a non-identified fashion) to faculty and staff in the form of advisories or guidelines. It is anticipated, for example, that promptly after its formation the Committee will establish and distribute advisories regarding typical Conflict of Interest situations with their appropriate resolution.

B. The Conflicts Committee

This Policy will be administered by a thirteen-member, University-wide Committee consisting of one member of the faculty at each campus appointed under procedures established by the campus; the Vice Chancellor for Research or his or her designee at each campus; the President or his or her designee; and two non-voting members appointed by the President from outside the University. The President shall annually select the Chair of the Committee from among the voting members. The faculty members of the Committee shall serve three-year terms and may not serve more than two consecutive terms.

The Committee shall meet on a regular basis. The Vice Chancellor for Research shall collect disclosures on each campus, and the Chair shall be responsible for collecting disclosure forms from the Vice Chancellors of Research, distributing forms in advance of meetings, scheduling meetings, and setting the agenda. Members may participate in meetings using voice or video-conferencing technology, provided that all members shall receive advance notice of all meetings. Decisions of the Committee will be made by a majority of the Committee's voting members in as expeditious a manner as possible and will be recorded in written minutes.

The Director or his or her designee and the General Counsel or his or her designee may attend all meetings of the Committee. The Director and the General Counsel shall be informed of the date, time and place of all meetings in the same fashion as Committee members and shall be furnished with all information provided to Committee members.

III. POLICY

A. Disclosure of Financial Interests

All Covered Individuals must disclose a Financial Interest to the Vice Chancellor for Research or his or her designee in situations in which the Financial Interest may present a Conflict of Interest involving the use of students, technology transfer activities or the outcome of research that is performed or directed by that Covered Individual with significant use of University funds, facilities or equipment. In addition, some federal agencies and non-profit organizations may require disclosure of a Financial Interest under certain circumstances. The CVIP will prepare appropriate disclosure forms and make them available on campus.

The following situations require disclosure at the time noted in each paragraph:

1. Company-Sponsored Research Proposals - If a Covered Individual intends to perform or direct Company-sponsored research at the University, and if the Covered Individual has a Financial Interest in that Company, or has received a Financial Interest from that Company, then the Financial Interest should be disclosed to the Vice Chancellor for Research and approved in accordance with

this Policy before the Covered Individual submits to the University a proposal relating to such research.

2. Company-Sponsored Research - If a Covered Individual performs or directs Company-sponsored research at the University, and if the Covered Individual intends to receive or actually receives a Financial Interest in that Company or from that Company at any time (i) during the conduct of the research or (ii) within one year after cessation of the research, then the Financial Interest must be disclosed to the Vice Chancellor for Research and approved in accordance with this Policy before it is received, if possible, or immediately after it is received, if prior disclosure is impossible.
3. Government and Non-Profit Institution Grant Applications - In general, if a Covered Individual intends to submit an application for research funding from a U.S. Government agency or a non-profit institution, then the Covered Individual must comply with any disclosure and approval procedures required by the agency or institution in connection with such application. For example, in order to comply with Public Health Service and National Science Foundation requirements, the University requires that a Covered Individual first disclose to the Vice Chancellor for Research and obtain approval of (i) certain of his or her Financial Interests that would reasonably appear to be affected by the proposed research and (ii) certain of his or her Financial Interests in any Company whose financial interests would reasonably appear to be affected by the proposed research.
4. Government and Non-Profit Institution-Funded Research - If a Covered Individual performs or directs research that is funded directly or indirectly by a U.S. Government agency or a non-profit institution, the Covered Individual must comply with any disclosure and approval procedures required by the agency or institution in connection with such funding. For example, in order to comply with Public Health Service and National Science Foundation requirements, the University requires that if a Covered Individual intends to receive or actually receives (i) a Financial Interest that would reasonably appear to be affected by the proposed research or (ii) a Financial Interest in any Company whose financial interests would reasonably appear to be affected by the proposed research, then the Financial Interest must be disclosed to the Vice Chancellor for Research and approved in accordance with this Policy before it is received, if possible, or immediately after it is received, if prior disclosure is impossible.
5. Licensing to Certain Companies - If a Company intends to obtain a license to University-owned intellectual property, directly or indirectly, and if the Covered Individual who developed, discovered, or created that intellectual property or who is involved in negotiating the license (i) becomes aware of such intention and (ii) has a Financial Interest in that Company, the Financial Interest must be immediately disclosed to the Vice Chancellor for Research, who shall notify the CVIP. If the Director or a member of the CVIP staff or the Vice Chancellor for Research has such a Financial Interest, it must be disclosed to the President or his or her designee.
6. Involvement of Students - Although involvement of students in the outside professional activities of faculty under certain circumstances may enrich the

students' educational experience, such activities have the potential to create a Conflict of Interest when the faculty member has a role in supervising the student's research, classes, or graduate teaching work. Therefore, involvement of a student in the outside professional activities of a faculty member who has any role with respect to the academic progress of the student may only be undertaken after disclosure to and approval of the Department Chair. In addition, if a faculty member intends to receive or actually receives a Financial Interest in a Company, and if the Covered Individual supervises or otherwise has control over students who will be involved in work for the Company, then the Covered Individual must disclose the Financial Interest and planned student involvement to the Vice Chancellor for Research and receive approval in accordance with this Policy before the assistance of students in such work commences, even if approved by the Department Chair.

7. Changes to a Financial Interest - All Covered Individuals must disclose significant changes in previously disclosed Financial Interests. A Financial Interest that becomes a Substantial Interest is always considered a significant change.

B. Management of Conflicts

Covered Individuals are generally prohibited from having a Conflict of Interest involving a Financial Interest, unless the University has reviewed and approved both the activity and the Financial Interest that give rise to the Conflict. There are two different procedures for review and approval of these Conflicts of Interest, as set forth below. If a Conflict of Interest involves a Substantial Interest, it necessitates rigorous review that may result in prohibition or approval accompanied by conditions. On the other hand, if a Conflict of Interest involves a Financial Interest not constituting a Substantial Interest, then the Conflict of Interest ordinarily requires a less rigorous review process and ordinarily will be approved.

1. Expedited Review and Approval of Conflicts - If a Conflict of Interest does not involve a Substantial Interest, then the Conflict of Interest will ordinarily receive expedited review and approval. Under this expedited procedure, the Vice Chancellor for Research member of the Committee will review the disclosures submitted by Covered Individuals at his or her campus and either grant preliminary approval or recommend review by the full Committee. All Conflicts of Interest that are granted preliminary approval will be placed on a list that is provided to the full Committee. The Chair of the Committee may select disclosures on the list for review by the full Committee on the regular agenda; all disclosures not selected will be finally approved at the conclusion of the meeting. The Committee may establish conditions to manage certain categories of these Conflicts of Interest under special or unusual circumstances.
2. Full Review and Approval of Conflicts - If a Conflict of Interest involves a Substantial Interest, the Vice Chancellor for Research member of the Committee will forward the disclosure to the Chair for inclusion on a Committee meeting agenda. The Chair will also include on the meeting agenda any other disclosures that have been selected by the Vice Chancellor for Research as appropriate for full review. The Conflicts Committee will regularly review and dispose of all

such Conflicts of Interest as described in detail below, as expeditiously as possible.

- a. Interim Measures - The Conflicts Committee or its Chair, in consultation with the Vice Chancellor for Research of the campus, may impose any measures that it finds necessary or desirable to preserve the existing situation until a formal review is completed. Such measures may allow a Conflict of Interest to exist, with or without conditions, while a formal review is pending.
- b. Review of Conflicts - The Conflicts Committee will formally review all conflicts disclosures that (i) involve a Substantial Interest, (ii) are recommended for full review by the Vice Chancellor for Research, or (iii) are selected by the Chair from the list of other disclosures for expedited review. In the case of a Conflict of Interest involving a Substantial Interest, the Conflicts Committee will ordinarily permit such a Conflict of Interest to exist only under certain conditions, which are intended to minimize any harm that could result from the Conflict of Interest.
- c. Disposition of Conflicts - After completing the formal review, the Conflicts Committee may decide upon one or more of the following dispositions:
 - (1) postpone consideration of the matter pending further information or investigation;
 - (2) approve a Conflict of Interest because the circumstances require no action;
 - (3) approve a Conflict of Interest with conditions, such as
 - public disclosure of the Financial Interest in publications describing the research results;
 - independent monitoring of the research;
 - modification of the research plan;
 - imposition of a holding period on the stock or other security in the case of a Financial Interest consisting of Equity, which will minimize the appearance of influence on the outcome of the research; or
 - (4) prohibit a Conflict of Interest with compliance steps to remove the conflict, such as
 - divestiture of the Financial Interest;
 - disqualification of the Covered Individual from the research.

In addition to the above, the Committee may refer the matter to the appropriate University official or committee for disciplinary action or other appropriate action.

IV. PUBLIC STATEMENTS

A number of problems may be posed when statements are made by scientists about research before the research has been publicized in scholarly journals or symposia, when the scientist has a Financial Interest in a Company that stands to benefit from the research. In order to avoid any such occurrences at the University, all Covered Individuals who perform or direct research for a Company in which they have a Financial Interest must refrain from making public statements about the results of any research relating to that disclosure prior to (i) publication of the results in a recognized scholarly journal or (ii) presentation of the results at a recognized scholarly meeting. The Vice Chancellor for Research may make exceptions to this rule in appropriate cases. This restriction applies whether or not the University allows an activity that presents a Conflict of Interest to continue after review.

V. APPEALS

A Covered Individual may appeal an initial decision of the Committee by requesting a rehearing of the matter. At the rehearing, the Covered Individual may personally appear before the Committee and shall have the right to be accompanied by counsel or a union representative. The Committee shall establish written procedures for the conduct of re-hearings. A Covered Individual may appeal an initial decision of the Committee or a decision made by the Committee after a rehearing, in each case by requesting a review of the decision by the President or his or her designee. At the President's discretion, such appeal may be a review of the documentary record of the decision or may include a meeting with the Covered Individual and member(s) of the Committee. The decision of the President shall be final.

VI. PERIODIC REVIEW OF POLICY

At least every three years following adoption of this Policy, the Conflicts Committee will conduct an evaluation of this Policy and, if necessary, formulate amendments for consideration by the President of the University.

(Lowell -- Ver. 4/22/96)

UNIVERSITY OF MASSACHUSETTS
POLICY ON FACULTY CONSULTING AND OUTSIDE ACTIVITIES

LOWELL & WORCESTER

Faculty members are expected to devote to the University their primary professional loyalty and to direct to the University their time and energy. As they are considered "special state employees" for purposes of the Massachusetts law governing the conduct of public officials and employees (Massachusetts General Laws Ch. 268A), however, they are permitted to engage in limited activities outside of the University during normal working hours, provided such outside activities do not interfere with their primary obligations. The University recognizes that outside activities can be of value to faculty and the University. This Policy is intended to further the mission of the University and to enrich the experiences of the faculty by facilitating appropriately limited outside activities for faculty.

I. DEFINITIONS

As used in this Policy, the following words shall have the following meanings:

- A. Academic Week - The period of Monday through Friday in each week.
- B. Outside Activities - Non-academic activities undertaken by a Faculty Member in his or her area of expertise in association with individuals or entities outside the University. Such activities include for example, working as an employee or consultant, or serving as an executive, trustee or director for a company or non-profit organization. Such activities do not include, for example, short-term academic activities undertaken for professional development, such as lectures, participation on governmental or professional society advisory panels or scholarly events, or membership on editorial boards.
- C. CVIP - The University Office of Commercial Ventures and Intellectual Property.
- D. Faculty Member - A full-time or part-time employee of the University whose principal title is Lecturer, Instructor, Assistant Professor, Associate Professor, or Professor, or any other University employee whose principal duties consist of teaching and conducting academic research.
- E. Vice Chancellor for Research - The Vice Chancellor for Research at each campus, or where no such position exists, the Provost (or their designees).

II. POLICY

A. Scope of Policy

This Policy applies only to Faculty Members.

B. Allowable Activities

The University ordinarily permits full-time Faculty Members to devote the equivalent of one day within the Academic Week to the performance of Outside Activities. The University ordinarily does not place a specific limit on the amount of time that part-time Faculty Members may devote to the performance of Outside Activities. The time commitment devoted by any Faculty Member to Outside Activities may not interfere with the Faculty Member's professional commitment to the University.

C. Prohibited or Restricted Activities

1. Use of Students or University Resources - Faculty Members are ordinarily prohibited from performing Outside Activities that involve the use of University-administered funds, facilities, or equipment, and must obtain approval to involve students in connection with Outside Activities in accordance with the University Policy on Conflicts of Interest Relating to Intellectual Property and Commercial Ventures.
2. Activities Involving a Conflict of Interest - In the event a Faculty Member is considering undertaking an Outside Activity that poses an actual or potential Conflict of Interest, as defined by the University Policy on Conflicts of Interest Relating to Intellectual Property and Commercial Ventures, the Faculty member should disclose all relevant information as required by that Policy.

In addition, no member of the faculty shall accept or retain employment which would bring him as an expert, or in any other capacity, into conflict with the interests of the University or the Commonwealth. If in the opinion of the faculty member, proposed employment might involve such conflict, he/she shall disclose the relevant facts to his/her department chair or dean.

3. Use of University's Name - The University's name shall not be used in relation to any Outside Activities, except in describing an individual's credentials, and except in accordance with University policy.

D. Administrative Procedures

1. Disclosure and Approval of Outside Activities - Before the commencement of any Outside Activity subject to this Policy, the University requires a Faculty Member to disclose the proposed Outside Activity to his or her Department Chair, and to receive approval of such Outside Activity. The University shall make available appropriate forms. The University also requires prompt disclosure of material changes in previously disclosed Outside Activities. Each Department Chair shall periodically provide to the

applicable Dean a report on the Outside Activities of Faculty Members within that department, and the Dean shall provide this report to the Director of the University Office for Commercial Ventures and Intellectual Property and to the Conflicts Committee.

When Faculty Members are negotiating consulting arrangements with non-University entities they should keep in mind that under the University Intellectual Property Policy, the University will be the presumed owner of any patent or other intellectual property rights that arise in the course of consulting work or other Outside Activities if that work is the same as, is directly related to, or is substantially similar to a research project in which that Faculty Member is engaged at the University. In order to avoid potential ownership disputes and liability, Faculty Members and Department Chairs are strongly encouraged to consult with the Vice Chancellor for Research to ensure that Outside Activities are outside the scope of the University Intellectual Property Policy.

2. Standard Form Rider - The CVIP will make available standard form riders, to be attached to all written agreements to undertake Outside Activities entered into by a Faculty Member, which will describe the intellectual property rights of the University, and which will contain an acknowledgment of such rights by the non-University entity. This rider is intended to avoid potential misunderstandings and disputes regarding ownership of intellectual property developed by the Faculty Member. The University strongly encourages use of this standard form rider.

III. INTERPRETATION AND EVALUATION

The President or his or her designee will have authority to interpret this Policy. Periodically, but at least every three (3) years, the President or his or her designee will conduct an evaluation of this Policy and formulate amendments for the consideration of the Trustees of the University.

IV. ENFORCEMENT

The Vice Chancellor for Research may refer any matter to the appropriate University official for disciplinary or other appropriate action. If a matter involves a Conflict of Interest under the University Policy on Conflicts of Interest Relating to Intellectual Property and Commercial Ventures, the Vice Chancellor for Research shall refer the matter to the Conflicts Committee.

V. APPEALS

A Faculty Member may request that the Vice Chancellor for Research review any decision of his or her Department Chair concerning Outside Activities. A Faculty Member may appeal any decision of the Vice Chancellor for Research by requesting a review of the decision by the President or his or her designee. The decision of the President shall be final.

VI. OTHER POLICIES

As noted above, Outside Activities may involve other University policies, such as the Intellectual Property Policy, the Policy on Conflicts of Interest Relating to Intellectual Property and Commercial Ventures, and the Policy on Compensation for Certain Additional Professional Services (to the extent not superseded by this Policy). Faculty Members should refer to these other policies as necessary.

UNIVERSITY OF MASSACHUSETTS

CONFLICT OF INTEREST DISCLOSURE FORM

The University Policy on Conflicts of Interest Relating to Intellectual Property and Commercial Ventures (the "Policy") requires disclosure of certain financial interests of covered individuals in certain situations. This form provides a brief overview of what constitutes a financial interest and the situations in which disclosure is required under the Policy. This summary presentation cannot substitute for the actual language of the Policy; therefore, all individuals who are associated with the University should review the Policy. Nevertheless, disclosure of financial interests in accordance with this form will satisfy the disclosure requirements of the Policy.

WHO IS COVERED?

The Policy defines a "Covered Individual" as "[a]ny individual associated with the University, including without limitation faculty, staff, and students. The Policy therefore applies to everyone associated with the University.

WHEN IS DISCLOSURE REQUIRED?

Although the Conflicts Committee has the authority to require Covered Individuals to disclose any financial interest that "may present a Conflict of Interest involving the use of students, technology transfer activities or the outcome of research that is performed or directed by that Covered Individual with significant use of University funds, facilities or equipment," the Committee currently requires disclosure only under the following circumstances. However, the Committee also encourages Covered Individuals to disclose any financial interest and circumstances that they believe may present a significant conflict of interest.

I. I. Certain Relationships with Commercial Organizations.

The University requires all Covered Individuals to disclose the following conflicts of interest:

1. if a financial interest exists because a Covered Individual or any member of his or her immediate family
 - i. (i) serves as an officer, director, partner, employee, consultant, or agent of a commercial organization; (ii) owns or controls an equity interest in a commercial organization; or (iii) has received more than \$1,000 in compensation during the prior twelve months, or has contracted to receive more than \$1,000 in compensation during the next twelve months, from a commercial organization; and
2. any of the following circumstances apply:

the commercial organization (i) intends to fund proposed research that the Covered Individual will perform or direct for the University; (ii) currently funds research that the Covered Individual performs or directs for the University; or (iii) will receive payment for goods or services in connection with research that the Covered Individual performs or directs for the University;

- a. the commercial organization intends to license University-owned intellectual property (as determined under the applicable intellectual property policy) and the Covered Individual who created that intellectual property or who will negotiate the license agreement becomes aware of the intention of the commercial organization; or
- b. the Covered Individual is a faculty member who intends to involve University students in his or her outside professional activities with the commercial organization.

Please note that subsequent disclosures are required whenever there is a significant change in the previously disclosed financial interests of a Covered Individual. The Committee currently considers that the immediate family of the Covered Individual includes spouse, parents, in-laws, siblings, children, or any relative living at the same address as the Covered Individual.

II. Compliance with Requirements of Research Sponsors: PHS and NSF.

The Public Health Service (which includes the National Institutes of Health) and the National Science Foundation require disclosure of certain financial interests by every investigator who applies for or receives grants or cooperative research agreements that are funded by such agencies, except Phase I SBIR and STTR grants. The term "investigator" includes the principal investigator and any other person who is responsible for the design, conduct, or reporting of the research, as well as his or her spouse and dependent children. If the investigator has a disclosable financial interest, it must be disclosed when he or she submits the relevant grant proposal and whenever a reportable financial interest arises during the period of an award. The PHS and NSF require all Covered Individuals to disclose the following conflicts of interest:

1. if an investigator has a "*Significant Financial Interest*," which is defined as anything of monetary value, including but not limited to salary or other payments for services (e.g., consulting fees or honoraria); equity interests (e.g., stocks, stock options, or other ownership interests); and intellectual property rights (e.g., patents, copyrights, and royalties from such rights), but not including any of the following:
 - salary, royalties, or other remuneration from the University;

- income from seminars, lectures, or teaching engagements sponsored by public or nonprofit entities;
 - income from service on advisory committees or review panels for public or nonprofit entities;
 - an equity interest that, when aggregated for the investigator and his or her spouse and dependent children, meets both of the following tests: (i) does not exceed \$10,000 in value as determined through reference to public prices or other reasonable measures of fair market value; and (ii) does not represent more than a five percent ownership interest in any single entity;
 - salary, royalties, or other payments (including equity) that, when aggregated for the investigator and his or her spouse and dependent children over the next twelve months, are not reasonably expected to exceed \$10,000; and
2. (2) any of the following circumstances apply:
- (a) when the grant application is submitted, the Significant Financial Interest would reasonably appear to be affected* by the proposed research;
 - a. (b) during the period of the award, the Significant Financial Interest would reasonably appear to be affected by the ongoing research;
 - b. (c) when the grant application is submitted, the Significant Financial Interest is in one or more entities whose financial interests would reasonably appear to be affected by the proposed research; or
 - c. (d) during the period of the award, the Significant Financial Interest is in one or more entities whose financial interests would reasonably appear to be affected by the proposed research.

*Neither agency has clarified the meaning of the phrase "reasonably appear to be affected."

DISCLOSURE PROCEDURES

In general, you should make any required disclosures on the attached Conflict of Interest Disclosure Statement. All completed forms should be submitted to the Vice Chancellor for Research at your campus or, if your campus lacks this position, to the Provost. The Vice Chancellor for Research or Provost may assign the task of disclosure collection to another person at the campus. The Policy requires you to submit the appropriate Disclosure Statement (i) before receiving a financial interest that would create a conflict of interest for which disclosure is required, or (ii) if the financial interest already exists, before commencing any activity that would create a conflict of interest for which disclosure is required. Shortly after you submit a disclosure statement, the conflict of interest described in the disclosure will be reviewed by the Conflicts Committee. The Committee may dispose of the conflict of interest in one of three ways: approval,

conditional approval, or prohibition. You will be notified promptly after the Committee makes its decision.

In addition to these general procedures, each campus office of research administration may impose specific administrative procedures to ensure compliance with the Policy. A description of these specific procedures, if any, will be attached to this Disclosure Form.

Conflict of Interest Disclosure Statement

Name: _____

Title: _____

Campus: _____

Department: _____

Description of Financial Interest (please be specific):

Description of Activity (please include identity of commercial entities involved):

I hereby certify that I have read and understood the University Policy on Conflicts of Interest Relating to Intellectual Property and Commercial Ventures. I further certify that, to the best of my knowledge, the contents of this Financial Interest Disclosure Statement are complete and accurate.

Signature of Covered Individual: _____

Date: _____

UNIVERSITY OF MASSACHUSETTS
UNIFORM CONSULTING AGREEMENT PROVISIONS

1. All faculty members at the University of Massachusetts (the "University") are subject to the University Policy on Faculty Consulting and Outside Activities (the "Policy"). The Policy recommends that faculty members at the University attach these Uniform Consulting Agreement Provisions ("Uniform Provisions") to any agreement or arrangement under which a faculty member will provide consulting services to, or will engage in other non-academic activities in his or her area of expertise on behalf of, any for-profit organization (a "Company"). Such agreements or arrangements will be referred to as a "Consulting Agreement." These Uniform Provisions are intended to clarify, among other things, the respective legal rights of the University and the Company in any intellectual property and other work product that may be developed or discovered by the faculty member in the course of performing services for the Company. If any term of the Uniform Provisions is inconsistent with a term of a Consulting Agreement to which the Uniform Provisions are attached, the terms of the Uniform Provisions shall govern.
2. University faculty are permitted to devote the equivalent of one day within the academic week to the performance of outside activities, including consulting with Companies. These activities must be reported to the Department Chair of the faculty member in order to ensure compliance with this time restriction and the ability of the faculty member to meet his or her responsibilities to the University. In certain instances, these activities must also be reviewed by the University's Conflicts Committee. The Conflicts Committee may impose restrictions on the consulting relationship.
3. University faculty are ordinarily prohibited from using University-administered funds, facilities, and equipment in the performance of services for a Company pursuant to a Consulting Agreement. In addition, faculty members must obtain special approval to involve University students in consulting or other services for Companies. Companies may obtain access to University facilities, equipment, and personnel under a sponsored research agreement with the University.
4. University faculty may not use the name of the University in relation to any outside activities, including consulting work, except to describe their credentials.
5. University faculty are permitted to assign to a Company all of their rights in any invention, discovery, or development (collectively, "Intellectual Property") that arises while performing services under a Consulting Agreement, provided that the faculty member did not use University-administered funds, facilities, or equipment (collectively, "University Resources") in the course of developing that Intellectual Property. If a faculty member made significant use of University Resources, the faculty member is contractually obligated to assign to the University all of his or her rights in that Intellectual Property. The University presumes that a faculty member did make significant use of University Resources in the development of Intellectual Property that is the same as, directly related to, or substantially similar to a research project in which that faculty member is engaged at the University. In order to avoid any confusion regarding ownership of Intellectual Property, the University encourages Companies to discuss the field of services to be provided under any proposed Consulting Agreement so that the field of services will be sufficiently different from any specific research projects undertaken by that faculty member at the University.

6. No Consulting Agreement may limit the ability of a University faculty member to use or publish information that (a) was independently developed, discovered, or acquired by the faculty member in the course of research performed at the University or otherwise outside the scope of the consulting services, (b) was in the public domain before the consulting services were performed, (c) entered the public domain by means other than an unauthorized disclosure resulting from an act or omission by the faculty member, (d) was known to the faculty member or the University before the consulting services were performed, or (e) is required to be disclosed in order to comply with applicable law, regulations, or a court order.
7. A Company may require a faculty member to leave with the Company any notes, data, and records developed in the performance of the consulting services, provided that the faculty member is entitled to retain one copy of such documents for archival purposes.
8. Companies should be aware that, in addition to the Policy, University faculty members are subject to the University Intellectual Property Policy and the University Policy on Conflicts of Interest Relating to Intellectual Property and Commercial Ventures. The University will make the three policies available upon request.
9. These Uniform Provisions shall remain in effect during the entire term of the Consulting Agreement to which they are attached.

AGREED AND ACCEPTED:

Company

Faculty Member

Print Legal Name of Company

By:
Name:
Title:
Date:

By:
Name:
Title:
Date: