

## **Academic Freedom and Responsibilities**

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### **Policy on Academic Freedom, Tenure, and Retirement of the Board of Trustees of Tufts University (Revised Policy)**

Academic Affairs, May 19, 2000

Board of Trustees, May 20, 2000

#### **I. Academic Freedom and Tenure**

Academic freedom is essential to the free search for truth and its free exposition and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental, not only to the advancement of truth but for the protection of the rights of the teacher in teaching and of the student to freedom in learning as well. It carries with it duties correlative with rights.

Tenure is a means to a certain end, especially:

- (1) Freedom of teaching and research and of extramural activities, and
- (2) A sufficient degree of economic security to make the profession attractive to men and women of ability.

#### **II. Academic Freedom**

- (a) The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties; but no regular activity for pecuniary return shall be engaged in without the approval of the university.
- (b) The teacher is entitled to freedom in the classroom in discussing his/her subject, but should be careful not to introduce into his/her teaching controversial matter which has no relation to the subject.
- (c) The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, he/she should be

free from institutional censorship or discipline, but the teacher's special position in the community imposes special obligations. As a person of learning and an educational officer, he/she should remember that the public may judge the profession and the institution by his/her utterance. Hence, he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he/she is not an institutional spokesman.

### **III. Academic Tenure**

(a) Initial appointments of faculty members in schools in which tenure appointments may be given are ordinarily made for successive terms in a probationary period. At the end of such probationary period a full-time faculty member will, subject to the provisions of paragraph (d) of this section III, be granted an appointment with permanent or continuous tenure, unless he/she is notified in writing to the contrary prior to the beginning of the last year of probationary period. Thereafter the services of the faculty member will be terminated only for adequate cause, or under extraordinary circumstances because of bona fide financial exigencies or program discontinuance or resignation or retirement.

(b) The probationary period is hereby defined as seven (7) years of full-time service for the Faculties of Liberal Arts and Jackson, Engineering; provided, however, that it may be extended for a period not exceeding three years for a faculty member who at the time of employment did not have his/her Ph.D. or its equivalent, if the University and the faculty member agree in writing at the time of employment to such an extension. For the Dental School, the Fletcher School of Law and Diplomacy and the Basic Science Departments (i.e. Anatomy and Cellular Biology, Biochemistry, Pharmacology, Molecular Biology and Microbiology, Physiology, Neuroscience, and Pathology) of the Schools of Medicine, the probationary period is hereby defined as ten years of full-time service. In all schools in which tenure appointments may be given, except the Fletcher School of Law and Diplomacy, there may be credited as a part of such probationary period full-time service as a faculty member in all other institutions of higher education not exceeding three years in the aggregate unless the university and the faculty member agree in writing at the time of employment that a longer period of such service will be so credited.

(c) Permanent or continuous tenure may be awarded by the university prior to the expiration of the probationary period.

(d) In order to be eligible for permanent or continuous tenure a faculty member must:

- (1) Be serving the university full-time as a faculty member.

In the School of Medicine, this is interpreted to mean strict full-time faculty members whose major professional commitment is to the Basic Science Departments of the School of Medicine and, where appropriate, to an affiliated institution, whose locus of professional activity is at the Schools or affiliated institution and whose salary is guaranteed by the Schools.

- (2) Have the unmodified rank of professor, associate professor, assistant professor, or instructor (except that of assistant professors and instructors in the basic science departments of the

School of Medicine, and assistant professors and instructors in the School of Dental Medicine shall not be eligible.)

(3) Have a full-time appointment on the faculty of any of the following:

- (i) Liberal Arts Jackson, and Engineering.
- (ii) Fletcher School of Law and Diplomacy.
- (iii) The Basic Science Departments of the School of Medicine (i.e. Anatomy and Cellular Biology, Biochemistry, Pharmacology and Experimental Therapeutics, Molecular Biology and Microbiology, Physiology, Neuroscience, and Pathology).
- (iv) School of Dental Medicine, unless the University and the faculty member of that School agree in writing that he/she is not eligible for permanent or continuous tenure.

(e) During the probationary period, a faculty member shall not be denied the academic freedom that all members of the faculty have.

(f) Appointments in Other Schools.

- (1) Appointments in the School of Nutrition may be renewable at the discretion of the appointment authorities; all appointments will be subject to the availability of funds.
- (2) Continuous term appointments for clinical faculty may be made in the School of Veterinary Medicine and in the Department of Family Medicine and Community Health in the School of Medicine, for periods of up to three years for Associate Professors and up to five years for Professors. Continuous term appointments are automatically extended each year for a period of one year.

(g) In the case of a termination for a cause of appointment with permanent or continuous tenure, or a dismissal for cause prior to expiration of a term appointment, the faculty member concerned will be entitled to a hearing upon request. In such event, the faculty member shall be informed in writing before the hearing of the charges against him/her and shall have the opportunity to be heard in his/her own defense by all bodies that pass judgment upon the case. He/she will be permitted to have with him/her an advisor of his/her own choosing who may act as counsel. There shall be a full stenographic record of the hearing available to both the University and the faculty member unless both the University and the faculty member waive the requirement. In the hearing of charges of incompetence, the testimony should include that of teachers and other scholars, either from his/her own or from other institutions. A faculty member having an appointment with permanent or continuous tenure who is dismissed for reasons not involving moral turpitude shall receive his/her salary for one year from the date of notification of dismissal whether or not he/she is continued in his/her duties at the institution.

#### **IV. Nonreappointments not Involving Permanent or Continuous Tenure**

(a) In all cases not involving Permanent or Continuous Tenure where a full-time faculty member is not to be reappointed following one year or more of service, the University shall give written notice to the faculty member that he/she is not to be reappointed as follows:

- (1) not later than March 1 of the first academic year of service in the university if the appointment terminates at the end of that year or, if the initial one year appointment terminates during the academic year, not later than three months prior to the date of termination.
- (2) not later than December 15 of the second academic year of service in the university if the appointment terminates at the end of that year or, if an initial two-year appointment terminates during an academic year, not later than six months prior to the date of its termination; or
- (3) not later than twelve months prior to the date of termination of an appointment if the appointment terminates subsequent to the completion of more than two years of service in the University.

(b) In the case of a continuous term of appointment in the School of Veterinary Medicine, if a decision is made not to extend the appointment, the university shall give written notice to the faculty member that the term is not to be extended further not later than two years before the expiration of the term in the case of three year appointments and not later than four years before the expiration of the term in the case of five year appointments.

(c) The provisions of this policy with respect to non-reappointment will apply to research faculty members, except that in each research faculty member's appointment letter, it will be specified that the individual is expected to obtain his/her full compensation and associated indirect costs through external grant or contract support. The appointment terminates at any time the full external support terminates or is reduced to a level which is insufficient to provide full compensation and associated indirect costs.

#### **V. Academic Year**

The academic year of the Faculty of Arts and Sciences and Engineering, the College of Special Studies, the Fletcher School of Law and Diplomacy, the School of Dental Medicine, and the School of Nutrition Science and Policy, is from September first through August thirty-first. The academic year for the Schools of Medicine and Veterinary Medicine is from July first through June thirtieth.

#### **VI. Reappointment**

A faculty member who was retired mandatorily prior to January 1, 1994, may be reappointed yearly upon recommendation of the respective Dean, concurrence by the provost and president, and with approval by the Board of Trustees.

## **VII. Emeritus Status**

A faculty member who has retired may be considered for emeritus status upon recommendation of the respective dean, concurrence by the provost and president, and with approval by the Board of Trustees.

## **Policy and Procedures Relating to Misconduct in Scientific Research and Scholarship**

### **Memorandum**

To: All Tufts Faculty Members, Research Scientists, Scientific Research Staff

From: Sol Gittleman, Senior Vice President/Provost

Date: December 21, 1989

Re: Tufts University Policy and Procedures Relating to Misconduct in Scientific Research and Scholarship

On August 8, 1989, the Public Health Service (PHS) published final regulations governing the reporting and investigation of allegations of misconduct in scientific research for which PHS funds have been provided or requested. These regulations require the University to report the initiation, certain interim developments in, and the outcome of any investigation relating to alleged misconduct in scientific research for which PHS funds have been provided or requested.

Under Step 1 of the University's Policy and Procedures, the University Standing Committee is required to be notified at the outset of an investigation whether the matter involves research, research training, applications for support of research or research training, or related activities for which PHS funds have been provided or requested.

In the event that a matter does not relate to research for which PHS funds have been provided or requested, the PHS Final Rule on Scientific Misconduct requires the University to ensure that it will:

- Inquire immediately into allegations or evidence of possible misconduct. The institution must complete the initial inquiry within 60 calendar days unless circumstances clearly warrant a longer period.
- Prepare a written report stating what evidence was reviewed, summarizing relevant interviews, and presenting the inquiry's conclusions. If an inquiry takes longer than 60 days to complete, the report must also contain documentation of the reasons for exceeding the 60-day period.
- Provide the subject of the inquiry a copy of the report. If he or she comments on the report, the comments may be made part of the record.
- "Protect[ ], to the maximum extent possible, the privacy of those who in good faith report apparent misconduct."
- "Afford[ ] the affected individual(s) confidential treatment to the maximum extent possible."
- Permit the subject to comment on the allegations and findings of the inquiry and investigation.
- Maintain for three years sufficiently detailed documentation of inquiries to permit later assessment of the conclusion that an investigation was not warranted, providing those records to the government on request.

- Notify OSI if, after an inquiry, the institution determines an investigation is warranted. The institution's decision to investigate must be reported in writing to the Director of OSI on or before the date the investigation begins. The minimum information the notification may include is the subject's name, the general nature of the allegation, and the PHS application or grant numbers involved.
- Notify OSI at any stage of an inquiry or investigation of any immediate health hazard, need to protect federal funds or equipment, or need to protect the interests of persons involved in the inquiry or investigation (including those who have made or who are the subject of allegations, their associates, and investigators), or if it is probable that the alleged misconduct is about to be reported publicly.
- Notify OSI within 24 hours after receiving any reasonable indication that a crime may have been committed.
- Undertake an investigation within 30 days after completing an inquiry, if findings from the inquiry provide sufficient basis for conducting an investigation.
- Conduct a thorough investigation, "pursu[ing] diligently all significant issues." An investigation normally will include examination of all documentation (for example, relevant research data and proposals, publications, correspondence, and memoranda of telephone calls).
- Interview, "[w]henever possible," all individuals who have or might have information about the allegation, including accusers and accused. The institution must prepare a complete summary of each interview, give it to the interviewed party for comment or revision, and include the summary in the investigatory file.
- Secure the expertise necessary and appropriate for conducting an authoritative and thorough evaluation of the relevant evidence in any inquiry or investigation.
- Take precautions against real or apparent conflicts of interest among those involved in an inquiry or investigation.
- Prepare and maintain documentation substantiating investigation findings.
- Notify OSI of investigation developments disclosing facts that may affect the government's disbursement or award of federal funds.
- Take interim administrative steps, if necessary, to protect federal funds.
- Notify OSI of any plan to end an inquiry or investigation early, explaining the reasons for the decision.

- "Undertak[e] diligent efforts, as appropriate, to restore the reputations of persons alleged to have engaged in misconduct when allegations are not confirmed, and also undertak[e] diligent efforts to protect the positions and reputations of those persons who, in good faith, make allegations."
- Impose appropriate sanctions when allegations of misconduct have been substantiated.
- Notify OSI of the outcome of the investigation. The institution must make available the documentation substantiating the investigation's findings.
- Submit to OSI a detailed report covering investigation policies and procedures, sources of information, findings, the basis for findings, "the actual text or an accurate summary of the views of any individual(s) found to have engaged in misconduct," and sanctions imposed by the institution.
- Request an extension from OSI if the investigation cannot be completed within 120 days. Ordinarily, no more than 120 days should elapse between beginning the investigation and submitting the final report to OSI. A request for extension must explain the delay and include an interim progress report and an estimated completion date.

## Tufts University Policy and Procedures Relating to Misconduct in Scientific Research and Scholarship

### A. OVERVIEW

Academic freedom, including freedom in research, is recognized by the University as fundamental to its educational and intellectual goals. Misconduct in scientific research and scholarship serves to undermine the intellectual integrity of the University. The purpose of this University policy is to formalize guidelines and procedures for addressing and responding to reports of misconduct in scientific research and publications. Certain instances of improper conduct in the area of scientific research and scholarship, involving, for example, fiscal improprieties with respect to grant funds and unethical treatment of human and animal subjects, while not necessarily covered by these procedures, are also serious violations of University policy. Appropriate action will be taken in those cases as well.

In its response to allegations of scientific misconduct, the University is committed to taking appropriate and diligent steps, according to the judgment of those authorized to act on its behalf, and with due regard for the provisions of other applicable University policies, to (1) protect the positions and reputations of persons who in good faith make allegations, (2) restore the reputations of persons alleged to have engaged in misconduct when allegations are not confirmed, (3) afford confidential treatment, (4) facilitate prompt and thorough review, (5) provide the person or persons against whom allegations are made an opportunity to comment on allegations, findings, and conclusions, (6) avoid undue complexity and technicality, and (7) take action appropriate to the case.

### B. DEFINITIONS

The term "**scientific misconduct**" as used in this policy includes fabrication, falsification, plagiarism, or other practices that seriously deviate from those that are commonly accepted within the scientific community for proposing, conducting or reporting research or scholarship. Examples follow:

1. **Falsification of Data.** This generally is referred to as research fraud and ranges from sheer fabrication of data to selective reporting, including the omission of conflicting data. Fabricating data or changing actual data to achieve a desired outcome is an obvious and serious example of such misconduct.
2. **Plagiarism.** Taking any portion of the published work or research of another individual or group and failing to attribute it to the source is the most commonly recognized form of plagiarism. Taking credit for another person's research, such as that of a student, is an example of plagiarism.
3. **Theft of Ideas.** The collegial nature of academic work emphasizes reliance on peer input and peer review of research or research proposals in their formative and developmental stages. When one learns of another's research ideas, data collection methods, or new formulas, and

appropriates this information for oneself without consent of the other, such conduct constitutes theft of another's ideas and abuse of the values on which scientific process relies.

4. **Violation of Statutes and Regulations** Applicable to Scientific Research. Federal, state, and municipal statutes and regulations exist to protect human and animal subjects, and to regulate scientific research involving certain biomedical compounds such as recombinant DNA products and radioactive isotopes. Failure to comply with federal, state, and municipal statutes and regulations governing scientific research is unlawful. Such misconduct may result in substantial liability to the researcher and to the University.

### **C. APPLICABLE PROCEDURES**

Because scientific misconduct may take many forms, the process of responding to allegations of scientific misconduct must be flexible and suited to the case. Also, the University intends to comply with undertakings it may make to research sponsors, such as the Public Health Service, with respect to responding to allegations of scientific misconduct involving the sponsored research. These procedures may be modified in a given case to accommodate requirements that may govern the research at issue.

### **D. PROCESSING REPORTS OF SCIENTIFIC MISCONDUCT**

The Provost of the University will appoint annually a Standing Committee of three individuals from the faculty or administration of the University. The Committee shall serve as advisory panel to the Provost on general and specific matters relating to scientific misconduct. If the Provost believes it appropriate in a particular case, he or she may request the Committee to act as a fact-finding panel. The Provost may from time to time enlarge or change the composition of the Committee if in his or her judgment doing so is appropriate to the case by reason of recusal of a member, conflict of interest, or the need for additional relevant expertise. Generally, the Committee will serve as an advisory panel under Step 4 of the procedures specified below. All procedures and guidelines adopted by the Committee are subject to review and approval by the Provost.

#### **Step 1. Reporting Allegations.**

A person having a good faith belief that scientific misconduct in the University has occurred or is occurring should report this to the faculty supervisor, in the case of staff, or department chair/division director in the case of faculty/research scientist. Where this is not feasible, the report should be made to the next level of supervision, i.e., the dean, or the director in the case of the Human Nutrition Research Center (HNRC). The allegation should be promptly reported by the person receiving it to the appropriate dean/director of HNRC, who will promptly inform the Standing Committee for informational purposes. The dean/director of HNRC will immediately determine whether the matter involves research, research training, applications for support of research or research training, or related activities for which Public Health Service funds or another external sponsor's funds have been provided or requested. If so, the initial report to the Standing Committee will identify the external sponsor. The person initially receiving the report of misconduct should ordinarily make a written record of it. Anonymous allegations, while lacking a certain measure of credibility, will not be rejected out of hand if sufficient factual information is provided to permit an objective inquiry into the matter in the absence of a complainant.

## **Step 2. Factual Inquiry.**

The dean/director of HNRC, in consultation with the chair/division director and faculty supervisor where applicable shall, if the report is regarded as not frivolous, appoint a fact-finder whose responsibility it is to gather and review information and determine whether further investigation of the charge is warranted. The fact-finder should have an appropriate background for evaluating the matter and no conflict of interest.

The fact-finding shall be completed within 60 calendar days of its initiation unless circumstances clearly warrant a longer period, in which event the dean/director of HNRC shall be informed of the circumstances before the expiration of 60 days. The fact-finder shall prepare and submit to the dean/director of HNRC, a written report describing the evidence reviewed, summarizing relevant interviews, and including the inquiry's conclusions. The dean/director of HNRC shall give a copy of the report to the person or persons accused. If they comment on the report, their comments shall be made part of the record. If the inquiry takes longer than 60 days to complete, the fact-finder shall document in the record of inquiry the reasons for exceeding 60 days.

## **Step 3. Disposition of Inquiry.**

If the fact-finder concludes that no reasonable basis exists to believe that scientific misconduct has occurred and that further investigation is unlikely to produce significant evidence thereof, he or she should so notify, in writing, the dean, the Standing Committee, and the person or persons accused. Sufficiently detailed documentation shall be maintained to permit a later assessment of the reasons for determining that further investigation is not warranted. Such records shall be maintained for at least three years after termination of the inquiry.

If the fact-finder concludes that a reasonable basis exists to believe that scientific misconduct may have occurred even though the evidence may not be conclusive, he or she will so notify, in writing, the dean/director of HNRC. If that is not feasible, the fact-finder shall report directly to the Provost.

## **Step 4. Investigation and Resolution.**

The dean/director of HNRC shall review the report of the fact-finder. If the dean/director of HNRC concludes that there is sufficient reason to believe that there may have been an act of scientific misconduct of sufficient gravity to warrant disciplinary action, he or she shall notify and may discuss the allegation with the person or persons accused. If the dean/director of HNRC concludes that there is evidence of probable scientific misconduct, the Provost shall be informed and the matter referred to the Standing Committee. The Committee shall initiate further review or investigation, as it deems appropriate, within 30 days after the fact-finding inquiry is completed, and shall conclude it within 120 days after commencement unless circumstances clearly warrant more than 120 days, in which event the Committee shall inform the Provost of the circumstances before the expiration of 120 days. If the investigation takes longer than 120 days to complete, the Committee shall document in the record of the investigation the reasons for exceeding 120 days.

The investigation normally will include examination of all documentation, including but not necessarily limited to relevant research data and proposals, publications, correspondence, and memoranda of telephone calls. Interviews will be conducted of individuals involved in making the allegation and against whom the allegation is made, as well as other individuals who may have information regarding key aspects of the allegations. The persons conducting the investigation and the dean/director of HNRC shall take reasonable steps to ensure that documentation to substantiate the investigation's findings is prepared and maintained.

The person or persons accused shall be given an opportunity to comment on the findings of the investigation and such comments, if any, shall be made part of the record. The Committee shall report its findings and conclusions to the Provost in writing. The Provost may (a) adopt the report and its findings and conclusions, (b) initiate further review and investigation, (c) initiate action such as withdrawal of papers and abstracts, notification of editors of journals where the research was published, notification of research sponsors, public release of information about the incident, disciplinary action, and other dispositions such as those identified below. The action taken will be communicated to the person or persons accused. The President of the University may, but need not, adopt, modify, or reject, in whole or in part, the recommendations of the Committee or the Provost.

## **CONCLUSION**

The University encourages serious and well-intentioned efforts to expose scientific misconduct and will take appropriate action against persons who commit scientific misconduct. Frivolous and maliciously false accusations of misconduct can equally undermine academic integrity. The University will take appropriate action against those who abuse this process.

Actions available to the University in such cases may include, but are not limited to:

- Removal from the particular project
- Letter of reprimand
- Special monitoring of future work
- Probation
- Suspension
- Rank reduction
- Termination of employment of faculty/staff
- Expulsion of a student

**Policy Regarding Conflicts of Interest in Research Sponsored by the United States  
Public Health Service or the National Science Foundation**

**Memorandum**

To: All Tufts Faculty Members, Research Scientists, Scientific Research Staff  
From: Sol Gittleman, Senior Vice President/Provost  
Date: September 27, 1995  
Re: Tufts University Policy Regarding Conflicts of Interest in Research Sponsored by the United States Public Health Service or the National Science Foundation

On October 1, 1995, new regulations of the Public Health Service ("PHS"), applicable to the National Institutes of Health (NIH), and new regulations of the National Science Foundation ("NSF"), relating to compliance with new administrative procedures governing conflicts of interest in federally-sponsored research, become effective. The new rules make timely a re-examination of University policy applicable to conflicts in research integrity, and a renewal of our commitment to act sensitively and responsively in this area. Enclosed is an interim University policy designed to comply with federal regulatory requirements concerning PHS, NIH, and NSF research.

This new policy applies to Tufts' faculty and staff engaged in the design, conduct and reporting of PHS (including NIH) or NSF sponsored research. This is to request that you review this new University policy and familiarize yourselves with its requirements.

Designed to prevent bias in the design, conduct or reporting of federally-sponsored research, the PHS (including NIH) and NSF regulations place primary responsibility on applicant institutions to identify and resolve financial conflicts of interest. In sum, universities seeking research funds are required to (i) enforce written conflict-of-interest policies; (ii) obtain disclosure from investigators involved in the design, conduct, or reporting of funded research of "significant financial interests" (including those of spouses and dependent children); and (iii) administer various other procedural obligations relating to conflict of interest.

Extension of this policy to other pertinent activities is being deliberated by the University.

Should you have any questions regarding this policy and its application to you, contact Dr. Joseph Byrne, Associate Provost for Research at Tufts.

Enclosure

## **Tufts University**

### **Policy Regarding Conflicts of Interest in Research**

#### **Sponsored by the United States Public Health Service or the National Science Foundation**

## **I. GENERAL STATEMENT OF POLICY**

Faculty, staff, and others who participate in research funded or proposed for funding by the National Science Foundation ("NSF") or a component of the Public Health Service("PHS"), including the National Institutes of Health, are subject to certain reporting obligations under federal law designed to ensure that their financial interests do not bias research sponsored by those agencies. This Policy is designed to implement these federal requirements.

## **II. DEFINITIONS**

### **A. CONFLICT OF INTEREST:**

For the purpose of this Policy, "conflict of interest" means the existence of circumstances in which the financial interest of an investigator (as defined in Section II.B below), his or her spouse or dependent child, or any business, association, or other organization with which he or she is connected may directly and significantly affect the design, conduct, or reporting of NSF- or PHS-sponsored research or educational activities. A conflict of interest could arise, for example, from an investigator's compensated service as a consultant, board or scientific advisory committee member, or officer or staff member of an outside entity or from the investigator's significant ownership interests (e.g. stock or otherwise) or intellectual property rights.

In determining whether a conflict of interest may exist, it is recognized that faculty/staff may have relationships with business or professional associations or organizations without knowing the existence or nature of every relationship such entity may have with or adverse to the University. For the purposes of this Policy, a conflict of interest does not exist unless an investigator or his or her spouse or dependent child holds a known Reportable Financial Interest (as defined in Section H.C) that an appropriate University official could reasonably determine could directly and significantly affect the design, conduct, or reporting of NSF- or PHS-sponsored research or educational activities (including any Reportable Financial Interest in an entity whose own financial interests could directly and significantly affect such research or activities).

However, as it is the fundamental sense of duty to the University that is involved, the definition of a conflict of interest is to be construed broadly rather narrowly. Public confidence is critical to the University's ability to carry out its mission. The appearance of a conflict of interest can be as damaging as real conflict of interest in undermining this confidence. Therefore a conflict of interest will be deemed to exist in the circumstances described above even if they do not

result in financial loss to the University or gain to the individual, and irrespective of the intent of the individual.

## **B. INVESTIGATION**

This Policy covers any person affiliated with the University who is serving or is expected to serve as a principal investigator or co-principal investigator on research or educational activities funded or proposed for funding by NSF or PHS, or who has or is expected to have responsibility for the design, conduct, or reporting of such research or activities. This Policy is not intended to apply to technical support or purely advisory personnel with no responsibility for the design, conduct, or reporting of NSF- or PHS-sponsored research or activities, but does apply to all individuals with such responsibility, including graduate students and postdoctoral fellows. This Policy also applies to investigators with such responsibility who work for any sub grantees, contractors, or collaborators involved in research funded or proposed for funding by a PHS component.

Each faculty, staff member, and other person covered under this Policy is hereby referred to as an "investigator."

## **C. REPORTABLE FINANCIAL INTEREST**

A "Reportable Financial Interest" is anything of monetary value that would reasonably appear to be affected by research or educational activities funded or proposed for funding by NSF or PHS or that represents an interest in an entity whose own financial interests would reasonably appear to be affected by such research or activities. Reportable Financial Interests include, but are not limited to:

- (1) Salaries, fees, and other payments, such as consulting fees or honoraria and including royalties, if the total value of such interests, aggregated for the investigator and his or her spouse and dependent children over the twelve-month period beginning on the date of reporting, is expected to exceed \$10,000. Investigators do not need to report or count toward the \$10,000 reporting floor any salaries or other remuneration from Tufts or any income from seminars, lectures, teaching engagements, or service on advisory committees or review panels sponsored by public or nonprofit entities;
- (2) equity interests (e.g., stocks, stock options, or other ownership interests) that when aggregated for the investigator and his or her spouse and dependent children exceed either \$10,000 in value (as determined through reference to public prices or other reasonable measures of fair market value) or a 5% ownership interest in any single entity; and
- (3) intellectual property rights, such as patents, copyrights, and royalties from such rights.

## **III. PROCEDURES FOR DISCLOSING REPORTABLE FINANCIAL INTERESTS AND IDENTIFYING AND MANAGING CONFLICTS OF INTEREST**

### **A. OBLIGATION TO DISCLOSE REPORTABLE FINANCIAL INTERESTS**

Every investigator (as defined in Section II.B above) is obligated to disclose any Reportable Financial Interest held by him or her or a spouse or dependent child to the appropriate Dean or Vice President in a timely manner before the funding application to NSF or a PHS component is due. During the period of the award, each investigator must update his or her disclosures at least annually on or before June 30 of each year and promptly after the investigator becomes aware of any Reportable Financial Interest during the year. Investigators need not report the absence of a Reportable Financial Interest. Disclosures shall be made on a form provided by the University (a copy of which is attached). The investigator shall make reasonable inquiry into the existence and nature of any Reportable Financial Interest. Disclosures are required regardless of whether or not the investigator believes a Reportable Financial Interest represents a conflict of interest.

#### **B. DISPOSITION OF DISCLOSURE INFORMATION**

Deans/Vice Presidents will hold disclosure records in confidence as permitted by law. Records may be made available to other University officials or to federal agencies or officials when required to fulfill institutional obligations under University policy or applicable law or regulation. On an as needed basis, but not less than annually, each Dean/Vice President shall provide to the Provost or his or her designee a list of the names of individuals who have filed written disclosures. Actions required when actual or potential conflicts of interest arise are described below. Records will be maintained for a period of at least three years beyond the termination or completion of any PHS or NSF funding to which the records relate, or until the resolution of any University or federal agency action involving those records, whichever is longer.

#### **C. DETERMINING WHEN A CONFLICT OF INTEREST EXISTS**

Upon receipt of a disclosure of a Reportable Financial Interest, the Dean/Vice President shall make an initial determination of whether or not a conflict of interest exists. As described in Section II.A above, a conflict of interest exists when the appropriate University official reasonably determines that a Reportable Financial Interest could directly and significantly affect the design, conduct, or reporting of research or educational activities funded or proposed for funding by PHS or NSF. The Dean/Vice President may determine that no conflict exists and no remedy is required or that a real or apparent conflict exists and a remedy is required. In either case, this determination and its justification should be conveyed in writing to the Provost no later than ten working days from receipt of disclosure. The Provost may accept or reject this determination. The Provost may request the advice of the Standing Committee (described in Section IV below) with regard to the determination. Final determination of the presence or absence of a real or apparent conflict of interest and any remedy to be imposed rests with the Provost.

#### **D. PROCEDURES ONCE A CONFLICT OF INTEREST IS IDENTIFIED**

If a conflict of interest is determined to exist under Section III.C, the Provost will request the pertinent Dean/Vice President to propose a remedy. The University believes that the just determination of the appropriate balance of public interest and individual faculty/staff rights

requires that each case be determined on its own merits. Therefore no particular arrangement or set of circumstances is either approved or prohibited in advance. Remedies may range from the simple act of disclosure itself to prohibition of the proposed activity or severance of the conflict relationship. The parties involved may request the advice of the Standing Committee at any point in the process.

The proposed remedy should be forwarded in writing to the Provost no later than thirty days from the date of the Dean's/Vice Presidents initial determination that a conflict of interest exists. The Provost, with the advice of the Standing Committee as necessary, may accept, reject or request modification of the proposed remedy. In the event of a dispute, the determination of the Provost, having requested the advice of the Standing Committee if necessary, is final. If an investigator participating in PHS-funded research is determined to have a conflict of interest after expenditure of funds has begun, the University will take at least interim action to manage, reduce, or eliminate the conflict within sixty days after identifying the conflict.

If an individual fails to comply with any reporting requirement under this Policy and/or applicable laws or regulations or fails to cooperate in implementing any remedy for managing, reducing, or eliminating an identified conflict of interest, the appropriate Dean or Vice President designated to receive that individual's disclosures will recommend to the Provost a proposed enforcement action. The Provost may consult with the Standing Committee and may accept, reject, or modify the proposed enforcement action. The Provost's determination of the enforcement action shall be final. Noncompliance with this Policy shall constitute grounds for disciplinary action consistent with applicable faculty or staff employment policies or other applicable University policy. In some circumstances, the University may report instances of noncompliance with this Policy or with applicable laws or regulations or inability to manage, reduce, or eliminate a particular conflict of interest to a governmental funding agency orduring any public presentations of clinical research results.

#### **IV. STANDING COMMITTEE ON CONFLICT OF INTEREST POLICIES AND PROCEDURES**

On or about each July 1, the Provost and the Executive Vice President shall appoint a Standing Committee comprised of senior faculty and staff to provide counsel and advice on institutional policies and procedures relating to conflict of interest. The Committee will, from time to time, review existing policies and, where appropriate, recommend improvements and modifications. The Committee will also, upon request of the Provost, review and make recommendations relative to individual cases brought to its attention.

#### **V. NOTICE OF POLICY**

A copy of this Policy and any subsequent modifications will be provided to each individual currently participating or expected to participate in research or educational activities for which PHS or NSF funding has been obtained or will be sought.

**Conflicts of Interest Form**

**CONFIDENTIAL  
TUFTS UNIVERSITY**

**POLICY REGARDING CONFLICTS OF INTEREST IN RESEARCH  
SPONSORED BY THE UNITED STATES PUBLIC HEALTH SERVICE OR THE NATIONAL  
SCIENCE FOUNDATION**

**REPORTABLE FINANCIAL INTEREST DISCLOSURE FORM**

The Tufts University Policy Regarding Conflicts of Interest in Research Sponsored by the United States Public Health Service or the National Science Foundation requires each principal investigator or co-principal investigator and each individual with responsibility for the design, conduct, or reporting of research or educational activities funded or proposed for funding by the National Science Foundation or any Public Health Service component, including the National Institutes of Health, to disclose all Reportable Financial Interests (as defined in the Policy) that are held by the investigator and his or her spouse and dependent children. Each investigator must disclose such interests to his or her appropriate Dean or Vice President in a timely manner before the funding application is due. During the period of the funding award, each investigator must update his or her disclosure at least annually on or before June 30 and promptly as he or she becomes aware of a Reportable Financial Interest during the year.

Name: \_\_\_\_\_

Department/School: \_\_\_\_\_

I have read the Tufts University Policy Regarding Conflicts of Interest in Research Sponsored by the United States Public Health Service or the National Science Foundation (Dated \_\_\_\_\_) and attest that the following is a complete and accurate statement of my current Reportable Financial Interests and those of my spouse and dependent children.

I further attest that I will make all required disclosures of Reportable Financial Interests and comply with all conditions or restrictions that the University or federal officials may require to manage, reduce, or eliminate any conflict of interest.

I or my spouse/dependent child (circle one) hold the following Reportable Financial Interests: \_\_\_\_\_

Business or Entity Name\*: \_\_\_\_\_

Business or Entity Products/Services/Activities which relate to your relationship: \_\_\_\_\_

Average hours per month devoted to this activity: \_\_\_\_\_

\*Please submit a separate form for each applicable business or entity.

**Reportable Financial Interest Disclosure Form - Page 2**

Nature of Reportable Financial Interests

Check all that apply and describe in comments section below:

Salary for executive position

Salary for other employee position

Compensation for service on a Board of Directors/Advisors

Consulting income

Honoraria

Stock, stock option, partnership share, or other ownership interest

Royalties (actual or potential) for inventions through institutional royalty sharing policies

Royalties (actual or potential) for inventions not through institutional royalty sharing, or for publications promoting this business

Intellectual property rights

Gift or gratuity

Other (describe)

Extent of Reportable Financial Interests:

Income/Year \$ \_\_\_\_\_

and/or

Equity/Ownership Interest \$ \_\_\_\_\_

and/or

Percent Ownership % \_\_\_\_\_

Your University-related activities that might relate to Reportable Financial Interests

Check all that apply and describe in comments section below. Please specify in the comments section the name of the federal agency sponsoring the relevant activity:

Clinical research

Other research

Clinical care including referral of patients or specimens

Assign or supervise the research work of students, residents, fellows or other faculty

Other activities to disclose (describe in comments section below)

Comments:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Guidelines on Outside Activities**

It is both appropriate and desirable that many Tufts faculty members be involved in professional and other outside activities, in the practice of their profession, in consulting, guest lecturing at other institutions, and in serving in professional and community organizations. Such activities extend the faculty member's professional competence, enrich the teaching he or she can provide at Tufts, and contribute to the advancement of the profession.

Occasionally, however, questions arise about the extent of such involvement or the appropriateness of certain activities. The guidelines in this document are provided to assist individual faculty members and senior academic administrators in identifying (and, if possible, avoiding) possible problems in this area.

The guidelines apply to full-time faculty members and pertain to the period of their University contracts (nine-month, twelve-month, or other.) They are also intended to apply to "geographic full-time" members of the Medical School faculty, but with the recognition that these individuals have similar obligations to their hospital. So long as part-time faculty members fulfill their obligations to the University, the way in which they spend the balance of their time (and the way in which faculty members on less-than-full-year contracts spend their non-contract time) is not a proper concern of the University, so long as those activities do not conflict with their University obligations and do not reflect unfavorably on the University.

The guidelines are general in nature and are intended to apply to the entire University. Individual schools may wish to develop more specific guidelines to take into account the particular circumstances of their school or profession. School deans may wish to form advisory committees to develop or interpret guidelines as required. Where necessary, questions may be referred to the Provost/Academic Vice President or the Vice President for Health Sciences.

1. The principal professional commitment of full-time faculty members is to the University. It is recognized that University-related educational, research, service and related activities are such that it is both unfeasible and undesirable to attempt to establish narrow time and location regulations on how faculty members fulfill these responsibilities.
2. The University encourages outside professional activity on the part of faculty members when it furthers their professional development, and especially when it enhances their teaching and research capabilities. It is expected, however, that faculty members will arrange any external activities they may engage in so as not to interfere with their primary commitment.
3. Faculty members must inform the dean of their school or college before engaging in any significant outside professional activity. Activities may be significant even though they involve comparatively little time. A single guest lecture or a one-time consulting visit would not normally be considered significant, but a lecture series or an on-going consulting relationship would be. Where there is disagreement about the propriety of an activity, the dean and the faculty member involved shall make their best efforts to arrive at a resolution consistent

with the mission of the school. The dean will make the final determination, however, given his or her ultimate responsibility to the University for the performance of the school.

4. As a rule, faculty members should not take on substantial teaching or other commitments in another educational institution. Exceptions would include guest lecturing, participating in invited seminars, and similar activities.
5. Faculty members should not engage in external activities that are not consistent with good professional practice; that impose restrictions on the freedom to publish University-based work; or that involve any significant use of University facilities, materials, services, personnel, or restricted University information without specific advance written permission from the University and, where needed, appropriate compensation.
6. During the academic year, no more than 20% of one's total professional effort during the normal working hours of a five-day week may be directed to outside work. The intent of this guideline is to avoid situations where the time or creative energy a faculty member devotes to extramural activities comprises the amount of quality of his or her participation in the instructional, scholarly, or administrative work of the University.

The following examples are given for the guidance of all concerned.

**Activities consistent with these guidelines:**

- Acceptance of royalties for published scholarly works or other writings, or of honoraria for commissioned papers and occasional lectures.
- Service on committees or boards of organizations, public or private, which does not conflict with University obligations. The payment of honoraria or reimbursement of expenses in these cases should not be an issue.
- Consulting with outside organizations or clients, provided that it does not conflict with his or her obligations to the University or the practice or policy restrictions of the school or college involved.

**Activities that need to be examined on a case-by-case basis:**

- Service as a principal consultant or director of an outside concern.
- Service as a consultant to a firm which in turn sponsors the faculty member's work, or related work, at the University.
- Relationships that might enable (or appear to enable) the faculty member to influence the University's dealings with an outside organization in ways leading to personal gains or to other conflicts of interest.

- Activities that appear to conflict with University policies governing research funded by an external agency and with funds administered by the University.
- Activities which directly or indirectly involve students in anything other than their normal academic pursuits.

**Activities that are probably unacceptable:**

- Service involving executive responsibility for an outside concern working in areas related to the faculty member's professional activities.
- Situations where a research or service activity that could and ordinarily would be carried on within the University is conducted elsewhere to the disadvantage of the University and its legitimate interests.

# **Policy on Rights and Responsibilities with Respect to Intellectual Property**

<http://www.tufts.edu/central/research/itpoc1.html>

**December 29, 1998**

## **Tufts University**

### **POLICY ON RIGHTS AND RESPONSIBILITIES WITH RESPECT TO INTELLECTUAL PROPERTY**

#### **Introduction**

Tufts University seeks to encourage creativity and invention among its faculty, students, and staff. The University invests in this endeavor by making available its own facilities, equipment, personnel, and information resources. The University also actively seeks specific support for creative activity from external sources, both public and private.

Frequently, inventions, discoveries, and creative works that are developed by individuals at the University will have commercial as well as scientific and scholarly value. The intent of this policy is to provide for incentives that foster creative activity, and to help assure that any intellectual property produced will be exploited for the benefit of the creators, the University research enterprise, and the public.\* To help meet these policy objectives, the University makes available (from the office of the Associate Provost for Research) technical and legal assistance in procedures necessary to protect ownership of intellectual property and to aid in its commercial development.

The specific aims of this policy include the following:

- to encourage creativity among the faculty, students and staff;
- to increase the likelihood that ideas, inventions, and creative works produced at the University are used to benefit the public;
- to protect the traditional rights of scholars with respect to owning the products of their intellectual endeavors;
- to assure compliance with the provisions of contracts with external sponsors; and
- to provide that, when intellectual property is introduced for commercial development, the creator(s) and the University share any net profits.

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*\*This is in contrast to normal practice in the business world, where works created by employees are usually owned by the employer under work-for-hire rules.*

#### **Who is covered: University Personnel**

For purposes of this policy, University personnel refers to University faculty, administrators, office and technical staff, students, visitors, contractors, consultants and all others whose primary work affiliation is with the University, whether compensated by the University or not. \*\* University personnel are covered to the extent that their creative work involves the use of University resources such as space, facilities, equipment, staff, or funds, as stipulated for the particular circumstances described in the sections below "Determination of Rights...." for both patentable and copyrightable material.

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*\*\*As a condition of affiliation with the University, members of the University community are bound by all University policies, including this one.*

### **What is covered: Intellectual Property**

All intellectual property produced at the University by personnel (defined above) is covered by this policy. Intellectual property shall consist of, for example and without limitation: inventions, creative works, patentable subject matter, copyrightable materials, know-how, electronic or paper documents, software (including source code and object code), multimedia or audiovisual materials, and photographs. For purposes of this policy, intellectual property is divided into two categories:

- "Patentable intellectual property" shall include, without limitation, all inventions, discoveries, know-how (despite the fact that these may not benefit from patent protection) and discoveries or other material that is patentable under US law (whether or not produced in the US), as well as all software that is excluded from "copyrightable material" (whether or not patentable under US law).
- "Copyrightable intellectual property" shall include, without limitation, all creative works, electronic or paper documents, software (including source code and object code), multimedia or audiovisual materials, and photographs, and any other materials that may be copyrightable under US law (whether or not produced in the US). Copyrightable material shall include educational or research software, but shall not include software other than educational or research software.

### **Patentable Intellectual Property**

**Responsibility for Disclosure of Patentable Intellectual Property:** University personnel who alone or in association with others create patentable subject matter with any use of University resources are responsible for disclosing the patentable subject matter to the University. Such disclosure shall be made when it can be reasonably concluded that a patentable subject matter has been created, and sufficiently in advance of any publications, presentation, or other public disclosure to allow time for possible action that protects rights to the intellectual property for the creator and the University. Creators are encouraged to seek the advice of the Associate Provost for Research in determining whether the subject matter is patentable.

**Determination of Rights to Patentable Subject Matter:** Except as set forth below, the creator of patentable intellectual property shall retain his/her rights, and the University shall not assert ownership rights. The University will assert ownership rights to patentable intellectual property developed under any of the following circumstances:

- Development was funded by an externally sponsored research program or by any agreement which allocates rights to the University.
- Development required use of University resources (e.g. facilities, equipment, funding) or more than minimal use of University personnel. (The University has rights to patentable material derived from research carried out with any use of Tufts' resources. However, patentable material developed independently by the creator outside of normal duties associated with the creator's position and with no use of University resources is vested with the creator and/or with the organization whose resources were used, such as a hospital.)
- The creator was assigned, directed, or specifically funded by the University to develop the material.
- Material was developed by administrators or staff in the course of employment duties and constitutes work for hire under US law.

### **Copyrightable Intellectual Property**

**Responsibility for Disclosure of Copyrightable Intellectual Property:** In contrast to historical business practice, the tradition of academic institutions is to give faculty members the right to retain ownership of their copyrightable products. This policy protects that traditional right, and faculty are not obligated to disclose the creation of copyrightable material, even when the product might have commercial value, unless the material was developed under one of the qualifying conditions listed in the next section in which case the creator is responsible for timely disclosure. However, faculty are encouraged to disclose any copyrightable material that has commercial value to the extent that they may wish assistance in copyright protection and marketing in exchange for profit sharing with the University. All disclosures should be made to the Office of the Associate Provost for Research.

**Determination of Rights to Copyrightable Intellectual Property:** Except as set forth below, the creator of copyrightable intellectual property shall retain his/her rights, and the University shall not assert ownership rights. However, creators will be expected to grant non-exclusive, royalty-free, perpetual licenses to the University for copyrightable material that is developed for University courses or curriculum, so that the University's continued use of such material for educational purposes would not be jeopardized. The University will assert ownership rights to copyrightable intellectual property developed under any of the following circumstances:

- Development was funded as part of an externally sponsored research program under an agreement which allocates rights to the University.
- A faculty member was assigned, directed, or specifically funded by the University to develop the material, and the University has negotiated an understanding or formal contract with the creator.
- Material was developed by administrators or other non-faculty employees in the course of employment duties and constitutes work for hire under US law.
- The material was developed with extraordinary or substantially more use of University resources than would normally be provided for the creator's employment duties. This might occur as disproportionate use of staff time, networks, equipment, or direct funding.

### **Intellectual Property Developed Under Sponsored Research Agreements**

Ownership of copyrightable and patentable intellectual property developed pursuant to an agreement with any sponsor will be governed by the provisions of that agreement.

Sponsored research programs funded by private sponsors will generally provide for the University to retain title to all intellectual property that arises in the course of the research program with the sponsor retaining an option to acquire commercialization rights through a separate license agreement. Government and nonprofit sponsors generally allow rights to intellectual property that arises from the research program to vest with the University, subject to certain retained rights held by the federal government.

### **Special Agreements**

Since the University aims to encourage creativity, it reserves the right to allow some flexibility in applying this policy on a case by case basis. In such cases, ownership of materials developed pursuant to a special agreement between the University and the creator will be governed by the provisions of any such agreement.

### **Waiver or Return of Rights**

The University may in its sole discretion waive, transfer, or license to the creator its rights in any intellectual property when such action does not conflict with obligations to the federal government or other interested parties. This could occur for instance, if the costs for protecting and developing the intellectual property are not likely to be matched by anticipated income. If at any time the University shall terminate its effort to seek protection of intellectual property, or to discontinue commercial development, the inventor shall, upon filing a request with the University and completing appropriate transfer of rights, be free at his or her expense to seek a patent or copyright, and/or develop, license, and otherwise use the material, subject to the University's rights to reimbursement of incurred costs and sharing of future royalties, in amounts to be negotiated between the University and the creator on a case by case basis.

### **Administration of Intellectual Property**

The Office of the Associate Provost for Research will be responsible for day-to-day management of all University intellectual property issues, and shall be empowered to negotiate the University's rights under these policies. Intellectual property disclosable hereunder shall be disclosed to the Office of the Associate Provost for Research, which will be responsible for timely review of all disclosures. This Office will complete a review of the patentability and marketability of the intellectual property and prepare a recommendation for the Associate Provost for Research regarding the protection and the commercialization of the intellectual property. The Office shall be responsible, working with creators, for obtaining patent, copyright, or other protection of intellectual property owned by the University hereunder, and for marketing and licensing of all such intellectual property rights. The Office shall also set up and manage individual expense and income accounts for intellectual property that is vested in the University under this policy.

University personnel who wish to pursue the commercialization of their independently developed and owned intellectual property through the University may offer such intellectual property to the

University by disclosing the intellectual property to the Office of the Associate Provost for Research. The Office will evaluate the commercial potential of the intellectual property and make a recommendation to the Associate Provost for Research regarding the acceptance of the intellectual property. Acceptance of such intellectual property by the University will be made at the sole discretion of the University and will require creator(s) to accept all provisions of this policy, including the assignment of rights and income distributions.

### **Income Distribution**

**Costs and Net Royalty Income:** Unless otherwise agreed, Net Royalty Income shall mean gross royalties in the form of cash or cash proceeds whether from the sale of equity or obtained in licensing transactions, less commercialization costs, including but not limited to billed costs for protection of intellectual property, marketing, legal fees and other licensing costs, as well as a share of royalties for non-reimbursed costs as follows: 10% of Net Royalties up to the first \$150,000 and 2% of Net Royalties over \$150,000.

**Distribution of Net Royalty Income:** With respect to intellectual property owned by the University hereunder Net Royalty Income shall be distributed (usually annually) as follows:

40% Creator(s) (personal)

20% Creator's Department or equivalent unit (for support of research and other creative activity)

20% Creator's School (Dean's fund for support of research and other creative activity)

20% University (President/Provost/Associate Provost's funds for discretionary support of research and other creative activity)

In the event of joint creators, the payments made to the inventor under the above schedule shall be divided equally among the creators, except as may be otherwise agreed to by the creators and approved by the Office of Associate Provost for Research.

In the event the University receives other than monetary consideration in connection with any license, such as equity, such consideration shall be considered Gross Royalties and shall be apportioned according to the above schedule. Any equity received by the University may be held by the University until such time that the University decides to liquidate such equity. The University has the sole right to determine the disposition of intellectual property in which it has equity. Payments for research or contributions of equipment shall not be considered Gross Royalty Income but shall be the sole property of the University.

The University may postpone the distribution of Net Royalty Income when future expenses relating to the applicable technology, such as patent prosecution costs, or an infringement suit, are reasonably anticipated.

### **Creator Equity Participation**

University policy on conflict of interest does allow creators to receive equity in return for their contributions to companies as founders or consultants, as long as the creator discloses his/her equity position and is otherwise in compliance with the University Conflict of Interest Policy. In the event the creator receives equity from the company, and the University has negotiated as licensor a royalty bearing license, or an option for such a license, with respect to intellectual property, the creator shall agree to waive his or her share of Net Royalty Income received by the University and the University shall retain it.

University personnel who are planning to direct or participate in a research program sponsored by a company in which they hold equity must disclose their equity position, and agree to periodic review of their participation in the project, by the Associate Provost for Research or her/his designee. The purpose of such review is to assess potential conflicts between company sponsored research and other research programs in the creator's laboratory and to monitor compliance with University policies.

### **Conflict Resolution**

Administration of this policy shall be the responsibility of the Associate Provost for Research. Questions should be directed to the Office of the Associate Provost for Research regarding the application, interpretation or implementation of the policy, or regarding disagreement among creators concerning assignment of rights or sharing of royalties. Disagreement with any determination made by that Office may be directed to the Provost of the University or his/her designee for a final determination.

### **Use of Tufts Name, Mark, or Insignia**

The Tufts University name, seal, and logo may not be used:

- in conjunction with any private or commercial enterprise.
- in tandem with the advertisement of any product.
- by any individual or group promoting itself.

Use of the university name, seal or logo on letterhead and business cards is standardized and regulated by the Office of Communications and Public Relations.

Any questions regarding the use of the University name, seal, or logo in circumstances other than the ones listed above should be referred to the Director of Publications.

### **Changes to this Policy**

The University reserves the right to change this policy from time to time. Proposed changes normally will be developed by the Associate Provost for Research, in consultation with appropriate representatives or committees of the school faculties, school Deans, University Counsel, the Provost, Executive Vice President, and the Information Technology Council. The President has sole authority to approve changes to this policy.