

|  |  |
| --- | --- |
| **Employee’s Name**: | **College/School/Department/Office**: |
| **Date**: | **Oversight Manager/Supervisor**: |
| **Outside Entity/Entities and/or Relationship(s):** | **Plan Reviewer**: |

## Description

[*Describe the outside activity, employment, interest, or relationship that creates an actual, potential, or perceived conflict of interest. Include the employee’s level of involvement and how or where the situation might impact the employee’s university responsibilities*.]

## Safeguards

### Employee agrees to: [*use only the paragraphs that apply to the situation*]

1. Disclose the connection to Outside Entity to his/her Supervisor/Oversight Manager and the university.
2. Disclose the connection to Outside Entity to those involved in making decisions to purchase products or services from Outside Entity in which he/she has the opportunity to influence.
3. Refrain from substantive discussions and decision-making in his/her university role when services or products are being selected involving or related to Outside Entity.
4. Forward any transactions requiring approval for payments to Outside Entity to Oversight Manager for approval.
5. Enter into an agreement with the university for any use of university facilities, equipment, materials, and/or resources for any activities related to Outside Entity.
6. Refrain from hiring, supervising, advising or evaluating the performance of any immediate family members or close friends.
7. Refrain from hiring or otherwise engaging students or staff whom he/she supervises or advises at the university as employees, contractors, or volunteers of Outside Entity (or vice versa) without written approval and oversight from the employee’s supervisor, and delegate supervisory responsibilities to [*an independent university person*].
8. Refrain from evaluating the performance or making any changes in the employment or academic status of any university staff or students he/she supervises or advises who also has an interest in Outside Entity.
9. Refrain from engaging in Outside Entity business or other outside activities when expected to perform his/her university responsibilities, and to take approved leave/time-off to engage in outside employment or activities to eliminate a conflict
10. Refrain from using university equipment, materials, time, and/or resources for the outside employment or activities without an appropriate agreement with the university for such use.
11. Disclose to his/her supervisor any and all changes that may affect this Plan and update his/her university disclosure online within 30 days of any material change in relationships or financial interests.

## Oversight Plan:

### Oversight Manager agrees to: [*use only the paragraphs that apply to the situation*]

1. Exercise reasonable oversight to verify that Employee’s service to or work for Outside Entity, compensated or uncompensated, does not interfere with the Employee’s university responsibilities.
2. Exercise reasonable oversight to verify that Employee is not put in the position of discussing or making a decision to purchase products or services from Outside Entity in his/her university role.
3. Review all invoices from Outside Entity (or assign a designee to do so) and provide final approval of payment to Outside Entity.
4. Review and approve any agreements for use of university facilities, equipment, materials, and/or resources by Employee or the Outside Entity.
5. Exercise reasonable oversight to verify that Employee is not involved in making a University employment decision, academic decision, or performance evaluation about any students or staff who also have an interest in Outside Entity.
6. Exercise reasonable oversight to verify that Employee is not involved in the hiring, supervising, advising, or evaluation process of any immediate family members or close friends.
7. Review this Management Plan with Employee at least on an annual basis to determine progress and what, if any, changes may need to be made to this plan.

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

### Acknowledgement and Agreement

By signing below, I, Full Name, acknowledge my agreement and intent to comply with the principles and safeguards of this Conflict of Interest/Commitment Management Plan.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full Name Date

Title of Employee

Name of Department

We approve the above Plan for handling the conflict of interest identified by the employee.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full Name of Supervisor Date

Title of Supervisor

College/School/Dept/Unit

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Dean/VP/Director Date

College/School/Dept/Unit

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full Name, Title Date

Office of Audit, Compliance & Privacy

*Please send proposed plan to* [*coi@auburn.edu*](mailto:coi@auburn.edu) *for review and approval signature. Approved plans will be routed back for signatures via Adobe Sign.*

*All final and signed Conflict of Interest/Commitment Management Plans or Agreements shall be sent to* [*coi@auburn.edu*](mailto:coi@auburn.edu) *and maintained by the Auburn University Division of Institutional Compliance & Privacy.*