POLICIES AND PROCEDURES FOR THE OFFICE OF SPONSORED PROGRAMS

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RHODE ISLAND COLLEGE

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Pre-Award Policies and Procedures

Office of Sponsored Programs
Rhode Island College

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Project Management Eligibility Policy

College Policy restricts the ability to be officially named as manager of a sponsored program to certain employment statuses.

RIC Policy for Project Management Eligibility
For the purposes of this policy, the term "Principal Investigator" shall encompass the terms Principal Investigator, Project Director, Program Director, and the like, and shall mean a single individual who, in the event of an award from an external funding agency, shall have full and final responsibility for the programmatic and fiscal conduct of the project as proposed. The Principal Investigator (PI) shall use all reasonable efforts to comply with the terms, conditions, and policies of both the sponsor and the College, including submission of all required reports. When the term is modified by the prefix "Co-," the first-named individual on the project proposal shall be the person with the ultimate responsibility as outlined above.

Persons eligible to be Principal Investigators shall hold full-time faculty positions or full-time positions enjoying similar rights and privileges (e.g., Senior Research Associate, Research Associate, Instructor, etc.). Professors Emeriti must serve as co-investigators, with full-time faculty holding Principal Investigator status. Exceptions to this policy may be made with sequential approvals of the Department Chair or Major Sponsored Program Director (e.g., The Sherlock Center, Outreach Programs, Learning for Life, etc.) and associated Dean, and final approval by the Provost under the following considerations:

- An individual petition to serve as Principal Investigator must be specifically approved on the basis of the particular facts involved and not as a routine procedure. The approval will be for a specific project and duration, and will be valid for multiple funding applications.

- The individual must have the necessary experience and independence to compete for his/her own sponsored program and to administer the project should it be funded, as judged by the Department Chair (or center/institute Director as appropriate) and the associated Dean.

- The individual must obtain written commitments from the Department Chair or center/institute Director and associated Dean as appropriate, required to guarantee necessary space or other resources or support.

- The Department Chair (or center/institute Director as appropriate) and a specifically identified faculty member (faculty sponsor) must agree to assume responsibility for the awarded program should the individual leave the College.

Only U.S. citizens, non-citizen nationals, and those foreign nationals who possess a visa permitting permanent residence in the U.S. may be appointed as trainees on NIH training grants or as NIH individual fellows, except in the case of programs specifically designed for support of foreign nationals. Foreign nationals may apply for selected federal support, providing they can show visa eligibility for the duration of the grant period. Questions regarding visa status should be directed to Faculty Administration.

Institutional Approval Process

Background

All externally funded grant and contract awards are made to the college, not individual faculty or staff members. Institutional approval is the process through which the college agrees to serve as fiscal and legal agent for the project in question. Institutional approval is required before any proposal (*including continuations*) can be submitted or a contract signed on behalf of the college. A completed Proposal Summary and Approval Form (PSAF) ensures that all relevant administrative units of the college support the project. A fully completed PSAF, including both project summary sheet with signatures (word document) and project budget (excel), must be in place for a proposal to be submitted through OSP. OSP serves as the central portal for all grants and contracts submitted or received on behalf of the college. Its Director is the Authorized Organizational Representative (AOR) with delegated authority to submit proposals and sign grant agreements or contracts.

The PSAF guarantees that requests are coordinated, each project gets the full institutional support it merits and projects are not competing against each other for limited external funds. The form provides college administration with an overview of current research, training and programmatic projects being proposed. It also informs OSP staff of all proposal-related projects, promoting opportunities for inter-disciplinary collaboration between programs whenever possible.

OSP can assist with securing signatures for completion of the PSAF. An incomplete form may delay a proposal, even to the point of missing a deadline. All PIs are strongly encouraged to complete the form and obtain all signatures at least two weeks prior to the proposal deadline. Proposals that wish to create new grant-funded positions require additional lead time and should be submitted at least one month before the proposal deadline. Completed forms are retained by OSP on paper and electronically, with fully executed copies sent to the PI.

Roles and Responsibilities during Institutional Approval and Proposal Submission

Principal Investigator (PI)

- Required to fully complete two forms, the Proposal Summary and Approval Form (word doc.) and Proposal Summary and Approval Budget Form (excel), before a proposal is submitted to, or contract signed with, an external sponsor. Consider this form an opportunity to inform all levels of the college administration of your research/program. Completion includes securing all required signatures and completing and submitting any related forms (such as disclosure of a potential financial conflict of interest). College administrative officials may have questions based on proposal and/or budget content and potential college commitments, including facilities, technology, and equipment.
- Required to have fully completed two online CITI programs: Responsible Conduct of Research (RCR) and Financial Conflict of Interest (COI) (see II.a. and II.c.). Note that the OSP Director may not sign the PSAF until these trainings have been completed.
- Expected to be present and available during the proposal submission process. OSP coordinates the submission of all proposals. If, under some circumstances, the PI is required to submit a proposal, OSP must receive a copy of the submitted proposal to retain in its electronic files.
- It is OSP's practice to submit proposals at least one (1) day before the submission deadline.

Institutional Approval Process (Cont.)

Office of Sponsored Programs (OSP)

- Answer questions and assist with completing PSAF forms.
- Completion of the PSAF budget form often requires a face-to-face meeting with PI and OSP staff member to ensure accuracy and expedite the budget development process.
- Review and be familiar with the Request for Proposal (RFP) or submission guidance.
- Generate a project checklist in cases of more complicated RFPs.
- Coordinate with the PI to assure that all state and federal certifications, assurances and letters of support are in place.
- Submit proposals. In certain cases, OSP is required to be responsible for proposal submission. Some Federal agency systems require submission to be verified from an OSP account. OSP will determine the submission process and obtain any accounts the PI identifies as being required.

A reminder: ***No proposal may be submitted from Rhode Island College to an external sponsor without the PSAF's completion. An incomplete form can and will delay a proposal, even to the point of missing the proposal deadline***. PIs are strongly encouraged to complete the form and obtain all signatures at least two weeks prior to proposal deadline.

When a letter of intent (LOI) is required prior to submission of a full proposal, PIs should check with OSP to see if the PSAF must be completed or can wait until full proposal submission. College officials will determine the need to receive institutional approval prior to LOI submission based on the detail and scope required in the LOI.

Award Notification

Sponsors may take up to six months or more to notify the college of proposal approval or disapproval. Notification is made directly to OSP and/or the PI. When PI is the sole notificant, s/he should forward notification to OSP as soon as possible. If a proposal is returned for revisions or modifications, OSP should be contacted. Budget revisions should be led by OSP, acting in collaboration with the PI, and may require additional approval before resubmission. All contract negotiations must also be handled by OSP, acting on behalf of the college.

Establishing a Pre-Award Spending Account

Account Purpose
When a sponsored project award is received and accepted by the college, a unique restricted fund is established to manage revenue and expenditures related to the grant or project contract. In cases where it is necessary to begin spending on a project prior to the college's receipt of fully executed award documents, a Principal Investigator (PI) may request that a Pre-Award Bridge Account be established. This account leverages allowable, budgeted grant funds lent by the college within 90 days in advance of their anticipated receipt.

Required Information
Prior to requesting that a Pre-Award Bridge Account be established, all relevant proposal application documentation must be on file in the Office of Sponsored Programs (OSP). This documentation includes:

1. A complete final copy of the proposal and budget that were submitted to the sponsor;
2. A fully executed Proposal Summary and Approval form; and
3. Documentation from the sponsor signifying its intent to fund the proposed project.

Establishing an Account
The PI originates the request to establish a Pre-Award Bridge Account. The form and instructions for the request are on the OSP web site.

The PI completes the Pre-Award Bridge Account Request form and attaches relevant documentation, including a Pre-Award budget (see Other Considerations below) and justification of the need to begin the project before funds are received. The signed form should be delivered to OSP, which will circulate it to relevant administrators for review and signatures. Their review includes consideration of the probability of receiving an award and sponsor payment and the college's potential risk associated with charging expenditures against the anticipated grant.

1. OSP notifies Administration/Finance and Grant Accounting of the request and verifies availability of guaranteed funds.
2. OSP and Grant Accounting set up the new grant in the PeopleSoft system, with a budget reflecting only available approved funds guaranteed through the Pre-Award Bridge Account.
3. OSP and Grant Accounting notify the PI and relevant departments that a Pre-Award Bridge Account has been established and is available for use.

Other Considerations:
Funds from these accounts cannot be used to support faculty salary and/or Facilities & Administrative (indirect) costs. Pre-Award Bridge Accounts cannot exceed $10,000**.** These accounts should reflect conservative estimates. They are meant to support only basic operating costs of the project until final award documents are received. Examples of appropriate expenses include student stipends, critical equipment, or materials purchases. Expenses charged to this account cannot exceed the amount of the proposed budget either in total or in any single budget line.

When OSP receives executed award documents, the full project budget will be set up. Funds expended from the pre-award account will be charged to the grant using the previously-established grant award number. If an award is not received within the 90-day pre-award period, it is the responsibility of the PI and OSP to attempt to obtain the missing award document from the sponsor. Extensions for an additional 90-day period will be granted on a case-by-case basis, with the PI repeating the required process outlined above. If OSP and Grant Accounting determine the account should be closed due to lack of an award document, lack of income, or other factors, they will notify the PI, dean, VPAA, VPAF and Finance that the account is closed. Any remaining funds will be returned to the Pre-Award Bridge Account fund overseen by Administration and Finance.

II. Research Compliance

a. Responsible Conduct of Research Training Procedures
b. Research Misconduct Policy
c. Financial Conflict of Interest Policy
d. Intellectual Property Policy
e. Material Transfer Agreement Procedure

Responsible Conduct of Research Training Procedures

Background
Both the National Science Foundation (NSF) and specific programs of the National Institutes of Health (NIH) mandate that institutions certify at the time of proposal submission that their institution has a program in place to promote "responsible and ethical conduct of research to undergraduate and graduate students, and postdoctoral researchers participating in the proposed research project." These requirements regarding training of the Responsible Conduct of Research (RCR) went into effect in January 2010.

In order to establish a common, campus-wide baseline of RCR training and in conformance with these new requirements, the college has contracted with the Collaborative Institutional Training Initiative (CITI) Program. All PIs and co-PIs, as well as any individuals participating in program design on a proposal submission, are required to complete the CITI training in RCR. This requirement holds true for all proposal submissions, whether a federal agency or other sponsor. Compliance committees at Rhode Island College such as the Institutional Review Board (IRB), Institutional Animal Care & Use Committee (IACUC), and Institutional Biosafety Committee (IBC) may also impose their own CITI training and certification requirements before investigators are allowed to submit research protocols for committee review.

Responsible Conduct of Research (RCR)
This online RCR education and training program offers discipline-specific modules and refresher courses. It incorporates the following instructional areas in compliance with NSF and NIH requirements:

- Data Acquisition and Management
- Research Misconduct
- Publication Practices and Responsible Authorship
- Mentor-Trainee Responsibilities
- Peer Review
- Collaborative Science

Link to the CITI Program website: http://www.citiprogram.org

Instructions for Completing the CITI Program
The college maintains an institutional license with the CITI program, giving full access to all modules to any faculty, student or staff member who registers and affiliates with the college. For RCR, complete the course entitled: "Responsible Conduct of Research Course." Participants are only obligated to complete the required modules; however, completing one or more of the optional case study modules is strongly encouraged.

When training is completed, print the CITI completion certificate and retain it for your records. It will not be necessary to submit a copy to OSP. The office will receive confirmation of participant completion directly from the CITI Program. Submit a copy of the completion certificate to the respective compliance committee if one is requested.

RCR Training Workshops will be announced in the Research Announcements & ORGA Events section of this website.

Rhode Island College

(Amended November 22, 2017)

Policy and Procedures for Responding to Allegations of Research Misconduct in Accordance with Public Health Service Policies on Research Misconduct, 42 CFR Part 93

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I. Introduction

A. *General Policy*

Rhode Island College is committed to setting a behavioral standard of appropriate research conduct among all its faculty, staff and students. The college fosters a research environment that promotes responsible research activities, condemns misconduct, mandates good-faith reports of misconduct, and takes reasonable and effective steps to protect good-faith reporters, witnesses, and committee members from inappropriate breaches of confidentiality and retaliation.

Ensuring the responsible conduct of research is critical for all Rhode Island College faculty, staff and students. With or without federal mandate, the institution would embrace the opportunity to ensure that students and faculty are responsibly and ethically conducting research.

B. *Scope*

This Policy, along with its accompanying procedures, is intended to carry out the college's responsibilities under the Public Health Service (PHS) Policies on Research Misconduct, 42 CFR Part 93. This document applies to allegations of research misconduct (fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results) involving:

- A person who, at the time of the alleged research misconduct, was employed by, was an agent of, or was affiliated by, contract or agreement with this institution; and

- (1) PHS supported biomedical or behavioral research, research training or activities related to that research or research training, such as the operation of tissue and data banks and the dissemination of research information, (2) applications or proposals for PHS support for biomedical or behavioral research, research training or activities related to that research or research training, or (3) plagiarism of research records produced in the course of PHS supported research, research training or activities related to that research or research training. This includes any research proposed, performed, reviewed, or reported, or any research record generated from that research, regardless of whether an application or proposal for PHS funds resulted in a grant, contract, cooperative agreement, or other form of PHS support.

This Policy does not apply to authorship or collaboration disputes and applies only to allegations of research misconduct that occurred within six years of the

date the institution or Department of Health and Human Services (HHS) received the allegation, subject to the subsequent use, health or safety of the public, and grandfather exceptions in 42 CFR § 93.105(b).

II. Definitions

Research misconduct (as defined in 42 CFR Section 93.103) means fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results.

(a) Fabrication is making up data or results and recording or reporting them.

(b) Falsification is manipulating research materials, equipment, or processes, or changing or omitting data or results such that the research is not accurately represented in the research record.

(c) Plagiarism is the appropriation of another person's ideas, processes, results, or words without giving appropriate credit.

(d) Research misconduct does not include honest error or differences of opinion.

Deciding Official (DO) is the institutional official who makes final determinations on allegations of research misconduct and any institutional administrative actions. The DO will not be the same individual as the Research Integrity Officer and should have no direct prior involvement in the institution's inquiry, investigation, or allegation assessment. A DO's appointment of an individual to assess allegations of research misconduct, or to serve on an inquiry or investigation committee, is not considered to be direct prior involvement. The DO is the President of the College.

Research Integrity Officer (RIO) means the institutional official responsible for: (1) assessing allegations of research misconduct to determine if they fall within the definition of research misconduct, are covered by 42 CFR Part 93, and warrant an inquiry on the basis that the allegation is sufficiently credible and specific so that potential evidence of research misconduct may be identified; (2) overseeing inquires and investigations; and (3) the other responsibilities described in this Policy. The RIO is the Provost/VPAA of the College.

Other terms used have the same meaning as given them in the Public Health Service Policies on Research Misconduct, 42 CFR Part 93. 42 CFR Part 93 is available here:

https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title42/42cfr93_main_02.tpl

III. Guiding Principles

A. To maximize confidentiality for the respondent during the inquiry and investigation phases, and for the complainant during the inquiry phase, without

compromising the fact-finding and evaluation needs.

B. To assure the respondent a fair opportunity to present supporting data and information.

C. To minimize the number of individuals involved in the inquiry and investigative stages without compromising the fact-finding and evaluation needs.

IV. Rights and Responsibilities

A. *Research Integrity Officer*

The President appoints the RIO who will have primary responsibility for implementation of the institution's policies and procedures on research misconduct under this Policy. A detailed listing of the responsibilities of the RIO is set forth in Appendix A. These responsibilities include the following duties related to research misconduct proceedings:

- Consult confidentially with persons uncertain about whether to submit an allegation of research misconduct;
- Receive allegations of research misconduct;
- Assess each allegation of research misconduct in accordance with Section V.A. of this policy to determine whether it falls within the definition of research misconduct and warrants an inquiry;
- As necessary, take interim action and notify the PHS Office of Research Integrity (ORI) of special circumstances, in accordance with Section IV.F. of this policy;
- Sequester research data and evidence pertinent to the allegation of research misconduct in accordance with Section V.C. of this policy and maintain it securely in accordance with this policy and applicable law and regulation. When access to electronic records is deemed necessary and appropriate, the RIO shall consult with, and seek assistance from, the institution's Assistant Vice President for Information Services;
- Provide confidentiality to those involved in the research misconduct proceeding as required by 42 CFR Section 93.108, other applicable law, and institutional policy;
- Notify the respondent and provide opportunities for him/her to review/ comment/respond to allegations, evidence, and committee reports in accordance with Section III.C. of this policy;
- Inform respondents, complainants, and witnesses of the procedural steps in the research misconduct proceeding;
- In consultation with other institutional officials as appropriate, appoint the chair and members of the inquiry and investigation committees, ensure that those committees are properly staffed and that there is expertise

appropriate to carry out a thorough and authoritative evaluation of the evidence;

- Determine whether each person involved in handling an allegation of research misconduct has an unresolved personal, professional, or financial conflict of interest and take appropriate action, including recusal, to ensure that no person with such conflict is involved in the research misconduct proceeding;
- In cooperation with other institutional officials and departments (e.g. the DO, Human Resources and General Counsel), take all reasonable and practical steps to protect or restore the positions and reputations of good faith complainants, witnesses, and committee members and counter potential or actual retaliation against them by respondents or other institutional members;
- Keep the DO and others who need to know apprised of the progress of the review of the allegation of research misconduct;
- Notify and make reports to ORI as required by 42 CFR Part 93;
- Ensure that administrative actions taken by the institution and ORI are enforced and take appropriate action to notify other involved parties, such as sponsors, law enforcement agencies, professional societies, and licensing boards of those actions; and
- Maintain records of the research misconduct proceeding and make them available to ORI in accordance with Section VIII.F. of this policy.

B. *Complainant*

The complainant is responsible for making allegations in good faith, maintaining confidentiality, and cooperating with the inquiry and investigation. As a matter of good practice, the complainant should be interviewed at the inquiry stage and given the transcript or recording of the interview for correction. The complainant must be interviewed during an investigation, and be given the transcript or recording of the interview for correction.

C. *Respondent*

The respondent is responsible for maintaining confidentiality and cooperating with the conduct of an inquiry and investigation. The respondent is entitled to:

- A good faith effort from the RIO to notify the respondent in writing at the time of, or before beginning, an inquiry;
- An opportunity to comment on the inquiry report and have his/her comments attached to the report;
- Be notified of the outcome of the inquiry, and receive a copy of the inquiry report that includes a copy of, or refers to, 42 CFR Part 93 and the institution's policies and procedures on research misconduct;

- Be notified in writing of the allegations to be investigated within a reasonable time after the determination that an investigation is warranted, but before the investigation begins (within 30 days after the institution decides to begin an investigation), and be notified in writing of any new allegations, not addressed in the inquiry or in the initial notice of investigation, within a reasonable time after the determination to pursue those allegations;
- Be interviewed during the investigation, have the opportunity to correct the recording or transcript, and have the corrected recording or transcript included in the record of the investigation;
- Have interviewed during the investigation any witness who has been reasonably identified by the respondent as having information on relevant aspects of the investigation, have the recording or transcript provided to the witness for correction, and have the corrected recording or transcript included in the record of investigation; and
- Receive a copy of the draft investigation report and, concurrently, a copy of, or supervised access to, the evidence on which the report is based, and be notified that any comments must be submitted within 30 days of the date on which the copy was received and that the comments will be considered by the institution and addressed in the final report.

The respondent should be given the opportunity to admit that research misconduct occurred and that he/she committed the research misconduct. With the advice of the RIO and/or other institutional officials, the DO may terminate the institution's review of an allegation that has been admitted, if the institution's acceptance of the admission and any proposed settlement is approved by ORI.

D. *Deciding Official*

The DO will receive the inquiry report and after consulting with the RIO and/or other institutional officials, decide whether an investigation is warranted under the criteria in 42 CFR § 93.307(d). Any finding that an investigation is warranted must be made in writing by the DO and must be provided to ORI, together with a copy of the inquiry report meeting the requirements of 42 CFR § 93.309, within 30 days of the finding. If it is found that an investigation is not warranted, the DO and the RIO will ensure that detailed documentation of the inquiry is retained for at least 7 years after termination of the inquiry, so that ORI may assess the reasons why the institution decided not to conduct an investigation.

The DO will receive the investigation report and, after consulting with the RIO and/or other institutional officials, decide the extent to which this institution accepts the findings of the investigation and, if research misconduct is found,

decide what, if any, institutional administrative actions are appropriate. The DO shall ensure that the final investigation report, the findings of the DO and a description of any pending or completed administrative actions are provided to ORI, as required by 42 CFR § 93.315.

V. General Policies and Principles

A. *Responsibility to Report Misconduct*

All institutional members will report observed, suspected, or apparent research misconduct to the RIO. If an individual is unsure whether a suspected incident falls within the definition of research misconduct, he or she may meet with or contact the RIO at (401) 456-8003 to discuss the suspected research misconduct informally, which may include discussing it anonymously and/or hypothetically. If the circumstances described by the individual do not meet the definition of research misconduct, the RIO will refer the individual or allegation to other offices or officials with responsibility for resolving the problem.

At any time, an institutional member may have confidential discussions and consultations about concerns of possible misconduct with the RIO and will be counseled about appropriate procedures for reporting allegations.

Anonymous allegations of research misconduct will be considered only if sufficient evidence, in the judgment of the RIO in consultation with the DO, is provided to permit inquiry of the allegations.

B. *Cooperation with Research Misconduct Proceedings*

Institutional members will cooperate with the RIO and other institutional officials in the review of allegations and the conduct of inquiries and investigations. Institutional members, including respondents, have an obligation to provide evidence relevant to research misconduct allegations to the RIO or other institutional officials.

C. *Confidentiality*

The RIO shall, as required by 42 CFR § 93.108: (1) limit disclosure of the identity of respondents and complainants to those who need to know in order to carry out a thorough, competent, objective and fair research misconduct proceeding; and (2) except as otherwise prescribed by law, limit the disclosure of any records or evidence from which research subjects might be identified to those who need to know in order to carry out a research misconduct proceeding. The RIO should use written confidentiality agreements or other mechanisms to ensure that the recipient does not make any further disclosure of identifying information. The RIO shall consult with the DO in the event confidentiality has

been breached, or is believed to have been breached, to discuss appropriate sanctions.

D. *Protecting complainants, witnesses, and committee members*
Institutional members may not retaliate in any way against complainants, witnesses, or committee members. Institutional members should immediately report any alleged or apparent retaliation against complainants, witnesses or committee members to the RIO, who shall review the matter and, as necessary, and in cooperation with other institutional officials and departments (e.g. the DO, Human Resources and General Counsel), make all reasonable and practical efforts to counter any potential or actual retaliation and protect and restore the position and reputation of the person against whom the retaliation is directed.

E. *Protecting the Respondent*
As requested and as appropriate, the RIO and other institutional officials shall make all reasonable and practical efforts to protect or restore the reputation of persons alleged to have engaged in research misconduct, but against whom no finding of research misconduct is made.

During the research misconduct proceeding, the RIO is responsible for ensuring that respondents receive all the notices and opportunities provided for in 42 CFR Part 93 and the policies and procedures of the institution. Respondents may consult with legal counsel or a non-lawyer personal adviser (who is not a principal or witness in the case) to seek advice and, if expressly provided for by law, may bring the counsel or personal adviser to interviews or meetings on the case.

F. *Interim Administrative Actions and Notifying ORI of Special Circumstances*
Throughout the research misconduct proceeding, the RIO will review the situation to determine if there is any threat of harm to public health, federal funds and equipment, or the integrity of the PHS supported research process. In the event of such a threat, the RIO will, in consultation with other institutional officials and ORI, take appropriate interim action to protect against any such threat. Interim action might include additional monitoring of the research process and the handling of federal funds and equipment, reassignment of personnel or of the responsibility for the handling of federal funds and equipment, additional review of research data and results or delaying publication. The RIO shall, at any time during a research misconduct proceeding, notify ORI immediately if he/she has reason to believe that any of the following conditions exist:

- Health or safety of the public is at risk, including an immediate need to protect human or animal subjects;

- HHS resources or interests are threatened;
- Research activities should be suspended;
- There is a reasonable indication of possible violations of civil or criminal law;
- Federal action is required to protect the interests of those involved in the research misconduct proceeding;
- The research misconduct proceeding may be made public prematurely and HHS action may be necessary to safeguard evidence and protect the rights of those involved; or
- The research community or public should be informed.

VI. Conducting the Assessment and Inquiry

A. *Assessment of Allegations*

Upon receiving an allegation of research misconduct, the RIO will immediately assess the allegation to determine whether it is sufficiently credible and specific so that potential evidence of research misconduct may be identified, whether it is within the jurisdictional criteria of 42 CFR § 93.102(b), and whether the allegation falls within the definition of research misconduct in 42 CFR § 93.103. An inquiry must be conducted if these criteria are met.

The assessment period should be brief, preferably concluded within a week. In conducting the assessment, the RIO need not interview the complainant, respondent, or other witnesses, or gather data beyond any that may have been submitted with the allegation, except as necessary to determine whether the allegation is sufficiently credible and specific so that potential evidence of research misconduct may be identified. The RIO shall, on or before the date on which the respondent is notified of the allegation, obtain custody of, inventory, and sequester all research records and evidence needed to conduct the research misconduct proceeding, as provided in paragraph C. of this section.

B. *Initiation and Purpose of the Inquiry*

If the RIO determines that the criteria for an inquiry are met, he or she will immediately initiate the inquiry process. The purpose of the inquiry is to conduct an initial review of the available evidence to determine whether to conduct an investigation. An inquiry does not require a full review of all the evidence related to the allegation.

C. *Notice to Respondent; Sequestration of Research Records*

At the time of or before beginning an inquiry, the RIO must make a good faith effort to notify the respondent in writing, if the respondent is known. If the inquiry subsequently identifies additional respondents, they must be notified in writing. On or before the date on which the respondent is notified, or the inquiry begins,

whichever is earlier, the RIO must take all reasonable and practical steps to obtain custody of all the research records and evidence needed to conduct the research misconduct proceeding, inventory the records and evidence and sequester them in a secure manner, except where the research records or evidence encompass scientific instruments shared by a number of users, custody may be limited to copies of the data or evidence on such instruments, so long as those copies are substantially equivalent to the evidentiary value of the instruments. Where appropriate, the RIO may provide the respondent with copies of, or reasonable, supervised access to the research records. The RIO may consult with ORI for advice and assistance in this regard.

D. *Appointment of the Inquiry Committee; Use of Outside Experts*

The RIO, in consultation with the DO and, as appropriate, other institutional officials, will appoint an inquiry committee and committee chair as soon after the initiation of the inquiry as is practical. The inquiry committee will consist of three (3) individuals who do not have unresolved personal, professional, or financial conflicts of interest with those involved with the inquiry and should include individuals with the appropriate scientific expertise to evaluate the evidence and issues related to the allegation, interview the principals and key witnesses, and conduct the inquiry. When necessary to secure the necessary expertise or to avoid conflicts of interest, the RIO may select committee members from outside the institution. The RIO will notify the respondent of the proposed committee membership within ten (10) days of its appointment. If the respondent submits a written objection to any appointed member of the inquiry committee or expert, based upon bias or conflict of interest, within five (5) days, the RIO will determine whether to replace the challenged member with a qualified substitute. The RIO may consult with the DO and/or ORI for advice and assistance in this regard.

The inquiry committee shall determine whether experts other than those appointed to the committee need to be consulted during the inquiry to provide special expertise regarding the analysis of evidence. If consulted, such experts shall provide a strictly advisory function to the committee and shall not vote. At the request of the chair, they may interview witnesses and participate in committee deliberations. Experts may be from inside or outside the institution.

E. *Charge to the Committee and First Meeting*

The RIO will prepare a charge for the inquiry committee that:

- Sets forth the time for completion of the inquiry;
- Describes the allegations and any related issues identified during the allegation assessment;
- States that the purpose of the inquiry is to conduct an initial review of the

evidence, including the testimony of the respondent, complainant and key witnesses, to determine whether an investigation is warranted, not to determine whether research misconduct definitely occurred or who was responsible;

- States that an investigation is warranted if the committee determines: (1) there is a reasonable basis for concluding that the allegation falls within the definition of research misconduct and is within the jurisdictional criteria of 42 CFR § 93.102(b); and, (2) the allegation may have substance, based on the committee's review during the inquiry.
- Informs the inquiry committee that they are responsible for preparing or directing the preparation of a written report of the inquiry that meets the requirements of this policy and 42 CFR § 93.309(a).

At the committee's first meeting, the RIO will review the charge with the committee, discuss the allegations, any related issues, and the appropriate procedures for conducting the inquiry, assist the committee with organizing plans for the inquiry, and answer any questions raised by the committee. The RIO will be present or available throughout the inquiry to advise the committee as needed.

F. *Inquiry Process*

The inquiry committee will normally interview the complainant, the respondent, and key witnesses as well as examine relevant research records and materials and record or transcribe each interview, provide the recording or transcript to the interviewee for correction, and include the recording or transcript in the record of the inquiry. Then the inquiry committee will evaluate the evidence, including the testimony obtained during the inquiry. After consultation with the RIO, committee members will decide whether an investigation is warranted based on the criteria in this policy and 42 CFR § 93.307(d). The scope of the inquiry is not required to, and does not normally include, deciding whether misconduct definitely occurred, determining definitely who committed the research misconduct or conducting exhaustive interviews and analyses. However, if a legally sufficient admission of research misconduct is made by the respondent, misconduct may be determined at the inquiry stage if all relevant issues are resolved. In that case, the institution shall promptly consult with ORI to determine the next steps that should be taken. See Section IX.

G. *Time for Completion*

The inquiry, including preparation of the final inquiry report and the decision of the DO on whether an investigation is warranted, must be completed within 60 calendar days of initiation of the inquiry, unless the RIO determines that circumstances clearly warrant a longer period. If the RIO approves an extension,

the inquiry record must include documentation of the reasons for exceeding the 60-day period. The respondent will be notified of the extension.

VII. The Inquiry Report

A. *Elements of the Inquiry Report*

A written inquiry report must be prepared that includes the following information: (1) the name and position of the respondent; (2) a description of the allegations of research misconduct; (3) the PHS support, including, for example, grant numbers, grant applications, contracts and publications listing PHS support; (4) the basis for recommending or not recommending that the allegations warrant an investigation; (5) any comments on the draft report by the respondent or complainant.

Institutional counsel should review the report for legal sufficiency. Modifications should be made as appropriate in consultation with the RIO and the inquiry committee.

B. *Notification to the Respondent and Opportunity to Comment*

The RIO shall notify the respondent whether the inquiry found an investigation to be warranted, include a copy of the draft inquiry report for comment within ten (10) days, and include a copy of or refer to 42 CFR Part 93 and the institution's policies and procedures on research misconduct.

Any comments that are submitted by the respondent or complainant will be attached to the final inquiry report. Based on the comments, the inquiry committee may revise the draft report as appropriate and prepare it in final form. The committee will deliver the final report to the RIO.

C. *Institutional Decision and Notification*

1. Decision by Deciding Official (DO)

The RIO will transmit the final inquiry report and any comments to the DO, who will determine in writing whether an investigation is warranted. The inquiry is completed when the DO makes this determination.

2. Notification to ORI

Within 30 calendar days of the DO's decision that an investigation is warranted, the RIO will provide ORI with the DO's written decision and a copy of the inquiry report. The RIO will also notify those institutional

officials who need to know of the DO's decision. The RIO must provide the following information to ORI upon request: (1) the institutional policies and procedures under which the inquiry was conducted; (2) the research records and evidence reviewed, transcripts or recordings of any interviews, and copies of all relevant documents; and (3) the charges to be considered in the investigation.

3. Documentation of Decision Not to Investigate

If the DO decides that an investigation is not warranted, the RIO shall secure and maintain for 7 years after the termination of the inquiry sufficiently detailed documentation of the inquiry to permit a later assessment by ORI of the reasons why an investigation was not conducted. These documents must be provided to ORI or other authorized HHS personnel upon request.

VIII. Conducting the Investigation

A. *Initiation and Purpose*

The investigation must begin within 30 calendar days after the determination by the DO that an investigation is warranted. The purpose of the investigation is to develop a factual record by exploring the allegations in detail and examining the evidence in depth, leading to recommended findings on whether research misconduct has been committed, by whom, and to what extent. The investigation will also determine whether there are additional instances of possible research misconduct that would justify broadening the scope beyond the initial allegations. This is particularly important where the alleged research misconduct involves clinical trials or potential harm to human subjects or the general public or if it affects research that forms the basis for public policy, clinical practice, or public health practice. Under 42 CFR § 93.313 the findings of the investigation must be set forth in an investigation report.

B. *Notifying ORI and Respondent; Sequestration of Research Records*

On or before the date on which the investigation begins, the RIO must: (1) notify the ORI Director of the decision to begin the investigation and provide ORI a copy of the inquiry report; and (2) notify the respondent in writing of the allegations to be investigated. The RIO must also give the respondent written notice of any new allegations of research misconduct within a reasonable amount of time of deciding to pursue allegations not addressed during the inquiry or in the initial notice of the investigation.

The RIO will, prior to notifying respondent of the allegations, take all reasonable and practical steps to obtain custody of and sequester in a secure manner all research records and evidence needed to conduct the research misconduct proceeding that were not previously sequestered during the inquiry. The need for additional sequestration of records for the investigation may occur for any number of reasons, including the institution's decision to investigate additional allegations not considered during the inquiry stage or the identification of records during the inquiry process that had not been previously secured. The procedures to be followed for sequestration during the investigation are the same procedures that apply during the inquiry. Where appropriate, the RIO may provide the respondent with copies of, or reasonable, supervised access to the research records. The RIO may consult with ORI for advice and assistance in this regard.

D. Appointment of the Investigation Committee; Use of Outside Experts

The RIO, in consultation with the DO and, as appropriate, other institutional officials, will appoint an investigation committee and the committee chair as soon after the beginning of the investigation as is practical. The investigation committee must consist of individuals who do not have unresolved personal, professional, or financial conflicts of interest with those involved with the investigation and should include individuals with the appropriate scientific expertise to evaluate the evidence and issues related to the allegation, interview the respondent and complainant and conduct the investigation. Individuals appointed to the investigation committee may also have served on the inquiry committee. When necessary to secure the necessary expertise or to avoid conflicts of interest, the RIO may select committee members from outside the institution. The RIO will notify the respondent of the proposed committee membership within ten (10) days of its appointment. If the respondent submits a written objection to any appointed member of the inquiry committee or expert, based upon bias or conflict of interest, within five (5) days, the RIO will determine whether to replace the challenged member with a qualified substitute. The RIO may consult with the DO and/or ORI for advice and assistance in this regard.

The investigation committee shall determine whether experts other than those appointed to the committee need to be consulted during the inquiry to provide special expertise regarding the analysis of evidence. If consulted, such experts shall provide a strictly advisory function to the committee and shall not vote. At the request of the chair, they may interview witnesses and participate in committee deliberations. The experts chosen may be from inside or outside of the institution.

E. Charge to the Committee and the First Meeting

1. Charge to the Committee

The RIO will define the subject matter of the investigation in a written charge to the committee that:

- Describes the allegations and related issues identified during the inquiry;
- Identifies the respondent;
- Informs the committee that it must conduct the investigation as prescribed in paragraph E. of this section;
- Defines research misconduct;
- Informs the committee that it must evaluate the evidence and testimony to determine whether, based on a preponderance of the evidence, research misconduct occurred and, if so, the type and extent of it and who was responsible;
- Informs the committee that in order to determine that the respondent committed research misconduct it must find that a preponderance of the evidence establishes that: (1) research misconduct, as defined in this policy, occurred (respondent has the burden of proving by a preponderance of the evidence any affirmative defenses raised, including honest error or a difference of opinion); (2) the research misconduct is a significant departure from accepted practices of the relevant research community; and (3) the respondent committed the research misconduct intentionally, knowingly, or recklessly; and
- Informs the committee that it must prepare or direct the preparation of a written investigation report that meets the requirements of this policy and 42 CFR § 93.313.

2. First Meeting

The RIO will convene the first meeting of the investigation committee to review the charge, the inquiry report, and the prescribed procedures and standards for the conduct of the investigation, including the necessity for confidentiality and for developing a specific investigation plan. The investigation committee will be provided with a copy of this statement of policy and procedures and 42 CFR Part 93. The RIO will be present or available throughout the investigation to advise the committee as needed.

F. Investigation Process

The investigation committee and the RIO must:

- Use diligent efforts to ensure that the investigation is thorough and sufficiently documented and includes examination of all research records and evidence relevant to reaching a decision on the merits of each allegation;
- Take reasonable steps to ensure an impartial and unbiased investigation to the maximum extent practical;
- Interview each respondent, complainant, and any other available person who has been reasonably identified as having information regarding any relevant aspects of the investigation, including witnesses identified by the respondent, and record or transcribe each interview, provide the recording or transcript to the interviewee for correction, and include the recording or transcript in the record of the investigation; and
- Pursue diligently all significant issues and leads discovered that are determined relevant to the investigation, including any evidence of any additional instances of possible research misconduct, and continue the investigation to completion.

F. *Time for Completion*

The investigation is to be completed within 120 days of beginning, including conducting the investigation, preparing the report of findings, providing the draft report for comment and sending the final report to ORI. However, if the RIO determines that the investigation will not be completed within this 120-day period, he/she will submit to ORI a written request for an extension, setting forth the reasons for the delay. The RIO will ensure that periodic progress reports are filed with ORI, if ORI grants the request for an extension and directs the filing of such reports.

IX. The Investigation Report

A. *Elements of the Investigation Report*

The investigation committee and the RIO are responsible for preparing a written draft report of the investigation that:

- Describes the nature of the allegation of research misconduct, including identification of the respondent;
- Describes and documents the PHS support, including, for example, the numbers of any grants that are involved, grant applications, contracts, and publications listing PHS support;

- Describes the specific allegations of research misconduct considered in the investigation;
- Includes the institutional policies and procedures under which the investigation was conducted, unless those policies and procedures were provided to ORI previously;
- Identifies and summarizes the research records and evidence reviewed and identifies any evidence taken into custody but not reviewed; and
- Includes a statement of findings for each allegation of research misconduct identified during the investigation. Each statement of findings must: (1) identify whether the research misconduct was falsification, fabrication, or plagiarism, and whether it was committed intentionally, knowingly, or recklessly; (2) summarize the facts and the analysis that support the conclusion and consider the merits of any reasonable explanation by the respondent, including any effort by respondent to establish by a preponderance of the evidence that he or she did not engage in research misconduct because of honest error or a difference of opinion; (3) identify the specific PHS support; (4) identify whether any publications need correction or retraction; (5) identify the person(s) responsible for the misconduct; and (6) list any current support or known applications or proposals for support that the respondent has pending with non-PHS federal agencies.

B. *Comments on the Draft Report and Access to Evidence*

1. Respondent

The RIO must give the respondent a copy of the draft investigation report for comment and, concurrently, a copy of or supervised access to, the evidence on which the report is based. The respondent will be allowed 30 days from the date he/she received the draft report to submit comments to the RIO. The respondent's comments must be included and considered in the final report.

2. Complainant

As a policy applicable to all cases or on a case-by-case basis, the institution may provide the complainant a copy of the draft investigation report, or relevant portions of it, for comment. If the institution chooses this option, the complainant's comments must be submitted within 30 days of the date on which he/she received the draft report and the comments must be included and considered in the final report.

3. Confidentiality

In distributing the draft report, or portions thereof, to the respondent and complainant, the RIO will inform the recipient of the confidentiality under which the draft report is made available and may establish reasonable conditions to ensure such confidentiality. For example, the RIO may require that the recipient sign a confidentiality agreement.

B. *Decision by Deciding Official (DO)*

The RIO will assist the investigation committee in finalizing the draft investigation report, including ensuring that the respondent's and complainant's comments are included and considered, and transmit the final investigation report to the DO, who will determine in writing: (1) whether the institution accepts the investigation report, its findings, and the recommended institutional actions; and (2) the appropriate institutional actions in response to the accepted findings of research misconduct. If this determination varies from the findings of the investigation committee, the DO will, as part of his/her written determination, explain in detail the basis for rendering a decision different from the findings of the investigation committee. Alternatively, the DO may return the report to the investigation committee with a request for further fact-finding or analysis.

When a final decision on the case has been reached, the RIO will normally notify both the respondent and the complainant in writing. After informing ORI, the DO will determine whether law enforcement agencies, professional societies, professional licensing boards, editors of journals in which falsified reports may have been published, collaborators of the respondent in the work, or other relevant parties should be notified of the outcome of the case. The RIO is responsible for ensuring compliance with all notification requirements of funding or sponsoring agencies.

C. *Notice to ORI of Institutional Findings and Action*

Unless an extension has been granted, the RIO must, within the 120-day period for completing the investigation, submit the following to ORI: (1) a copy of the final investigation report with all attachments; (2) a statement, signed by the DO, of whether the institution accepts the findings of the investigation report; (3) a statement, signed by the DO, of whether the institution found misconduct and, if so, who committed the misconduct; and (4) a description, signed by the DO, of any pending or completed administrative actions against the respondent.

D. *Maintaining Records for Review by ORI*

The RIO must maintain and provide to ORI upon request "records of research misconduct proceedings" as that term is defined by 42 CFR § 93.317. Unless custody has been transferred to HHS or ORI has advised in writing that the records no longer need to be retained, records of research misconduct proceedings must be maintained in a secure manner for 7 years after completion of the proceeding or the completion of any PHS proceeding involving the research misconduct allegation. The RIO is also responsible for providing any information, documentation, research records, evidence or clarification requested by ORI to carry out its review of an allegation of research misconduct or of the institution's handling of such an allegation.

X. Completion of Cases; Reporting Premature Closures to ORI

Generally, all inquiries and investigations will be carried through to completion and all significant issues will be pursued diligently. The RIO must notify ORI in advance if there are plans to close a case at the inquiry, investigation, or appeal stage on the basis that respondent has admitted guilt, a settlement with the respondent has been reached, or for any other reason, except: (1) closing of a case at the inquiry stage on the basis that an investigation is not warranted; or (2) a finding of no misconduct at the investigation stage, which must be reported to ORI, as prescribed in this policy and 42 CFR § 93.315.

XI. Institutional Administrative Actions

If the DO determines that research misconduct is substantiated by the findings, he or she will decide on the appropriate actions to be taken, after consultation with the RIO. The administrative actions may include:

- Withdrawal or correction of all pending or published abstracts and papers emanating from the research where research misconduct was found;
- Removal of the responsible person from the particular project, letter of reprimand, special monitoring of future work, probation, suspension, salary reduction, or initiation of steps leading to possible rank reduction or termination of employment;
- Restitution of funds to the grantor agency as appropriate; and
- Other action appropriate to the research misconduct.

XII. Other Considerations

A. *Termination or Resignation Prior to Completing Inquiry or Investigation*

The termination of the respondent's institutional employment, by resignation or otherwise, before or after an allegation of possible research misconduct has been reported, will not preclude or terminate the research misconduct proceeding or otherwise limit any of the institution's responsibilities under 42 CFR Part 93.

If the respondent, without admitting to the misconduct, elects to resign his or her position after the institution receives an allegation of research misconduct, the assessment of the allegation will proceed, as well as the inquiry and investigation, as appropriate based on the outcome of the preceding steps. If the respondent refuses to participate in the process after resignation, the RIO and any inquiry or investigation committee will use their best efforts to reach a conclusion concerning the allegations, noting in the report the respondent's failure to cooperate and its effect on the evidence.

B. *Restoration of the Respondent's Reputation*

Following a final finding of no research misconduct, including ORI concurrence where required by 42 CFR Part 93, the RIO must, at the request of the respondent, undertake all reasonable and practical efforts to restore the respondent's reputation. Depending on the particular circumstances and the views of the respondent, the RIO should consider notifying those individuals aware of or involved in the investigation of the final outcome, publicizing the final outcome in any forum in which the allegation of research misconduct was previously publicized, and expunging all reference to the research misconduct allegation from the respondent's personnel file. Any institutional actions to restore the respondent's reputation should first be approved by the DO.

C. *Protection of the Complainant, Witnesses and Committee Members*

During the research misconduct proceeding and upon its completion, regardless of whether the institution or ORI determines that research misconduct occurred, the RIO, in cooperation with other institutional officials and departments (e.g. the DO, Human Resources and General Counsel), must undertake all reasonable and practical efforts to protect the position and reputation of, or to counter potential or actual retaliation against, any complainant who made allegations of research misconduct in good faith and of any witnesses and committee members who cooperate in good faith with the research misconduct proceeding. The DO will determine, after consulting with the RIO, and with the complainant,

witnesses, or committee members, respectively, what steps, if any, are needed to restore their respective positions or reputations or to counter potential or actual retaliation against them. The RIO is responsible for implementing any steps the DO approves.

D. *Allegations Not Made in Good Faith*

If relevant, the DO will determine whether the complainant's allegations of research misconduct were made in good faith, or whether a witness or committee member acted in good faith. If the DO determines that there was an absence of good faith he/she will determine whether any administrative action should be taken against the person who failed to act in good faith.

Appendix A

Research Integrity Officer (RIO) Responsibilities

I. General

The RIO has lead responsibility for ensuring that the institution:

- Takes all reasonable and practical steps to foster a research environment that promotes the responsible conduct of research, research training, and activities related to that research or research training, discourages research misconduct, and deals promptly with allegations or evidence of possible research misconduct.

- Has written policies and procedures for responding to allegations of research misconduct and reporting information about that response to ORI, as required by 42 CFR Part 93.

- Complies with its written policies and procedures and the requirements of 42 CFR Part 93.

- Informs its institutional members who are subject to 42 CFR Part 93 about its research misconduct policies and procedures and its commitment to compliance with those policies and procedures.

- Takes appropriate interim action during a research misconduct proceeding to protect public health, federal funds and equipment, and the integrity of the PHS supported research process.

II. Notice and Reporting to ORI and Cooperation with ORI

The RIO has lead responsibility for ensuring that the institution:

- Files an annual report with ORI containing the information prescribed by ORI. The DO and Office of Sponsored Programs shall provide support to the RIO for such.

- Sends to ORI with the annual report such other aggregated information as ORI may prescribe on the institution's research misconduct proceedings and the institution's compliance with 42 CFR Part 93.

- Notifies ORI immediately if, at any time during the research misconduct proceeding, it has reason to believe that health or safety of the public is at risk, HHS resources or interests are threatened, research activities should be suspended, there is reasonable

indication of possible violations of civil or criminal law, federal action is required to protect the interests of those involved in the research misconduct proceeding, the institution believes that the research misconduct proceeding may be made public prematurely, or the research community or the public should be informed.

- Provides ORI with the written finding by the responsible institutional official that an investigation is warranted and a copy of the inquiry report, within 30 days of the date on which the finding is made.

- Notifies ORI of the decision to begin an investigation on or before the date the investigation begins.

- Within 120 days of beginning an investigation, or such additional days as may be granted by ORI, (or upon completion of any appeal made available by the institution) provides ORI with the investigation report, a statement of whether the institution accepts the investigation's findings, a statement of whether the institution found research misconduct and, if so, who committed it, and a description of any pending or completed administrative actions against the respondent.

- Seeks advance ORI approval if the institution plans to close a case at the inquiry, investigation, or appeal stage on the basis that the respondent has admitted guilt, a settlement with the respondent has been reached, or for any other reason, except the closing of a case at the inquiry stage on the basis that an investigation is not warranted or a finding of no misconduct at the investigation stage.

- Cooperates fully with ORI during its oversight review and any subsequent administrative hearings or appeals, including providing all research records and evidence under the institution's control, custody, or possession and access to all persons within its authority necessary to develop a complete record of relevant evidence.

III. Research Misconduct Proceeding

A. General

The RIO is responsible for:

- Promptly taking all reasonable and practical steps to obtain custody of all research records and evidence needed to conduct the research misconduct proceeding, inventory the records and evidence, and sequester them in a secure manner. When access to electronic records is deemed necessary and appropriate, the RIO shall consult with, and seek assistance from, the institution's Associate Vice President of Information Services and/or others as appropriate.
- Taking all reasonable and practical steps to ensure the cooperation of respondents and other institutional members with research misconduct proceedings, including, but not limited to their providing information, research records and evidence.

- Providing confidentiality to those involved in the research misconduct proceeding as required by 42 CFR § 93.108, other applicable law, and institutional policy.

- Determining whether each person involved in handling an allegation of research misconduct has an unresolved personal, professional or financial conflict of interest and taking appropriate action, including recusal, to ensure that no person with such a conflict is involved in the research misconduct proceeding. The RIO may consult with the DO and/or ORI for advice and assistance in this regard.

- Keeping the DO and others who need to know apprised of the progress of the review of the allegation of research misconduct.

- In cooperation with other institutional officials and departments (e.g. the DO, Human Resources and/or General Counsel), taking all reasonable and practical steps to protect or restore the positions and reputations of good faith complainants, witnesses, and committee members and to counter potential or actual retaliation against them by respondents or other institutional members.

- Making all reasonable and practical efforts, if requested and as appropriate, to protect or restore the reputation of persons alleged to have engaged in research misconduct, but against whom no finding of research misconduct is made.

- Assisting the DO in implementing his/her decision to take administrative action against any complainant, witness, or committee member determined by the DO not to have acted in good faith.

- Maintaining records of the research misconduct proceeding, as defined in 42 CFR § 93.317, in a secure manner for 7 years after completion of the proceeding, or the completion of any ORI proceeding involving the allegation of research misconduct, whichever is later, unless custody of the records has been transferred to ORI or ORI has advised that the records no longer need to be retained.

- Ensuring that administrative actions taken by the institution and ORI are enforced and taking appropriate action to notify other involved parties, such as sponsors, law enforcement agencies, professional societies, and licensing boards, of those actions.

B. Allegation Receipt and Assessment

The RIO is responsible for:

- Consulting confidentially with persons uncertain about whether to submit an allegation of research misconduct.

- Receiving allegations of research misconduct.

- Assessing each allegation of research misconduct to determine if an inquiry is warranted because the allegation falls within the definition of research misconduct, is within the jurisdictional criteria of 42 CFR § 93.102(b), and is sufficiently credible and specific so that potential evidence of research misconduct may be identified.

C. Inquiry

The RIO is responsible for:

- Initiating the inquiry process if it is determined that an inquiry is warranted.

- At the time of, or before beginning the inquiry, making a good faith effort to notify the respondent in writing, if the respondent is known.

- On or before the date on which the respondent is notified, or the inquiry begins, whichever is earlier, taking all reasonable and practical steps to obtain custody of all research records and evidence needed to conduct the research misconduct proceeding, inventorying the records and evidence and sequestering them in a secure manner, except that where the research records or evidence encompass scientific instruments shared by a number of users, custody may be limited to copies of the data or evidence on the instruments, so long as those copies are substantially equivalent to the evidentiary value of the instruments.

- In consultation with other institutional officials as appropriate, appointing an inquiry committee and committee chair as soon after the initiation of the inquiry as is practical.

- Preparing a charge for the inquiry committee in accordance with the institution's policies and procedures.

- Convening the first meeting of the inquiry committee and at that meeting briefing the committee on the allegations, the charge to the committee, and the appropriate procedures for conducting the inquiry, including the need for confidentiality and for developing a plan for the inquiry, and assisting the committee with organizational and other issues that may arise.

- Providing the inquiry committee with needed logistical support, e.g., expert advice, including forensic analysis of evidence, and clerical support, including arranging witness interviews and recording or transcribing those interviews.

- Being available or present throughout the inquiry to advise the committee as needed and consulting with the committee prior to its decision on whether to recommend that an investigation is warranted on the basis of the criteria in the institution's policies and procedures and 42 CFR § 93.307(d).

- Determining whether circumstances clearly warrant a period longer than 60 days to complete the inquiry (including preparation of the final inquiry report and the decision of the DO on whether an investigation is warranted), approving an extension if warranted, and documenting the reasons for exceeding the 60-day period in the record of the research misconduct proceeding.

- Assisting the inquiry committee in preparing a draft inquiry report, sending the respondent a copy of the draft report for comment (and the complainant if the institution's policies provide that option) within a time period that permits the inquiry to be completed within the allotted time, taking appropriate action to protect the confidentiality of the draft report, receiving any comments from the respondent (and the complainant if the institution's policies provide that option), and ensuring that the comments are attached to the final inquiry report.

- Receiving the final inquiry report from the inquiry committee and forwarding it, together with any comments the RIO may wish to make, to the DO who will determine in writing whether an investigation is warranted.

- Within 30 days of a DO decision that an investigation is warranted, providing ORI with the written finding and a copy of the inquiry report and notifying those institutional officials who need to know of the decision.

- Notifying the respondent (and the complainant if the institution's policies provide that option) whether the inquiry found an investigation to be warranted and including in the notice copies of or a reference to 42 CFR Part 93 and the institution's research misconduct policies and procedures.

- Providing to ORI, upon request, the institutional policies and procedures under which the inquiry was conducted, the research records and evidence reviewed, transcripts or recordings of any interviews, copies of all relevant documents, and the allegations to be considered in the investigation.

- If the DO decides that an investigation is not warranted, securing and maintaining for seven years after termination of the inquiry sufficiently detailed documentation of the inquiry to permit a later assessment by ORI of the reasons why an investigation was not conducted.

D. Investigation

The RIO is responsible for:

- Initiating the investigation within 30 calendar days after the determination by the DO that an investigation is warranted.

- On or before the date on which the investigation begins: (1) notifying ORI of the decision to begin the investigation and providing ORI a copy of the inquiry report; and (2) notifying the respondent in writing of the allegations to be investigated.

- Prior to notifying respondent of the allegations, taking all reasonable and practical steps to obtain custody of and sequester in a secure manner all research records and evidence needed to conduct the research misconduct proceeding that were not previously sequestered during the inquiry.

- In consultation with other institutional officials as appropriate, appointing an investigation committee and committee chair as soon after the initiation of the investigation as is practical.

- Preparing a charge for the investigation committee in accordance with the institution's policies and procedures.

- Convening the first meeting of the investigation committee and at that meeting: (1) briefing the committee on the charge, the inquiry report and the procedures and standards for the conduct of the investigation, including the need for confidentiality and

developing a specific plan for the investigation; and (2) providing committee members a copy of the institution's policies and procedures and 42 CFR Part 93.

- Providing the investigation committee with needed logistical support, e.g., expert advice, including forensic analysis of evidence, and clerical support, including arranging interviews with witnesses and recording or transcribing those interviews.

- Being available or present throughout the investigation to advise the committee as needed.

- On behalf of the institution, the RIO is responsible for each of the following steps and for ensuring that the investigation committee: (1) uses diligent efforts to conduct an investigation that includes an examination of all research records and evidence relevant to reaching a decision on the merits of the allegations and that is otherwise thorough and sufficiently documented; (2) takes reasonable steps to ensure an impartial and unbiased investigation to the maximum extent practical; (3) interviews each respondent, complainant, and any other available person who has been reasonably identified as having information regarding any relevant aspects of the investigation, including witnesses identified by the respondent, and records or transcribes each interview, provides the recording or transcript to the interviewee for correction, and includes the recording or transcript in the record of the research misconduct proceeding; and (4) pursues diligently all significant issues and leads discovered that are determined relevant to the investigation, including any evidence of any additional instances of possible research misconduct, and continues the investigation to completion.

- Upon determining that the investigation cannot be completed within 120 days of its initiation (including providing the draft report for comment and sending the final report with any comments to ORI), submitting a request to ORI for an extension of the 120-day period that includes a statement of the reasons for the extension. If the extension is granted, the RIO will file periodic progress reports with ORI.

- Assisting the investigation committee in preparing a draft investigation report that meets the requirements of 42 CFR Part 93 and the institution's policies and procedures, sending the respondent (and complainant at the institution's option) a copy of the draft report for his/her comment within 30 days of receipt, taking appropriate action to protect the confidentiality of the draft report, receiving any comments from the respondent (and complainant at the institution's option) and ensuring that the comments are included and considered in the final investigation report.

- Transmitting the draft investigation report to institutional counsel for a review of its legal sufficiency.

- Assisting the investigation committee in finalizing the draft investigation report and receiving the final report from the committee.

- Transmitting the final investigation report to the DO and: (1) if the DO determines that further fact-finding or analysis is needed, receiving the report back from the DO for that purpose; (2) if the DO determines whether or not to accept the report, its findings and the recommended institutional actions, transmitting to ORI within the time period for completing the investigation, a copy of the final investigation report with all attachments, a statement, signed by the DO, of whether the institution accepts the findings of the report, a statement, signed by the DO, of whether the institution found research misconduct, and if so, who committed it, and a description, signed by the DO, of any pending or completed administrative actions against the respondent; or (3) if the institution provides for an appeal by the respondent that could result in a modification or reversal of the DO's finding of research misconduct, ensuring that the appeal is completed within 120 days of its filing, or seeking an extension from ORI in writing (with an explanation of the need for the extension) and, upon completion of the appeal, transmitting to ORI a copy of the investigation report with all attachments, a copy of the appeal proceedings, a statement of whether the institution accepts the findings of the appeal proceeding, a statement of whether the institution found research misconduct, and if so, who committed it, and a description of any pending or completed administrative actions against the respondent.

- When a final decision on the case is reached, the RIO will normally notify both the respondent and the complainant in writing and will determine whether law enforcement agencies, professional societies, professional licensing boards, editors of involved journals, collaborators of the respondent, or other relevant parties should be notified of the outcome of the case.

- Maintaining and providing to ORI upon request all relevant research records and records of the institution's research misconduct proceeding, including the results of all interviews and the transcripts or recordings of those interviews.

Financial Conflict of Interest Policy
Financial Disclosure for Investigators Conducting Research or Other Activities Supported by External Grant Funds

The federal government requires the college to establish and administer a financial disclosure and conflict of interest policy for externally-funded investigators, as well as a program for training investigators in that policy. This requirement is designed to ensure appropriate management of actual or potential conflicts of interest. The Rhode Island College policy fulfills requirements of grantee institutions as put forth in the National Institutes of Health's guidelines and the National Science Foundation's conflict of interest policies. The purpose of these guidelines is to protect the credibility and integrity of the college's faculty and staff, so that public trust and confidence in the college's sponsored activities are insured.

Additionally, the Rhode Island Board of Governors of Higher Education's policy on conflict of interest dictates that no person employed in any capacity under the Board's jurisdiction shall have any interest, financial or otherwise, direct or indirect, or engage in any business, employment transaction, or professional activity, or incur any obligation of any nature, which is in substantial conflict with the proper discharge of his/her duties or employment in the public interest. The college is responsible for managing, reducing, or eliminating any actual or potential conflict of interest that may be presented by the financial interest of an investigator. College personnel are also subject to the Code of Ethics set forth in Rhode Island General Laws 36-14-1 et seq. In those instances where the Code of Ethics is more stringent than the policy set forth here, the Code of Ethics shall prevail.

Therefore, the college requires that investigators disclose any significant financial interest that may present an actual or potential conflict of interest in relation to a sponsored project. This obligation pertains to any individual who meets the definition of investigator on an externally supported project involving research, education, or community service.

I. Definitions

a. **Conflict of Interest** occurs when there is a divergence between an individual's private interests and his or her professional obligations to the college, such that an independent observer might reasonably question whether the individual's professional actions or decisions are determined by considerations of personal gain, financial or otherwise. A conflict of interest depends on the situation, not the character or actions of the individual. For purposes of this policy, a conflict of interest exists when the college, through procedures described here, reasonably determines that a significant financial interest could directly and significantly affect the design, conduct, or reporting of a sponsored project.

b. **Investigator** is the project director or principal investigator and any other person, regardless of title or position, who is responsible for the design, conduct, or reporting of externally funded research or proposing such funding. Regulations can apply to collaborators, consultants, post-doctoral fellows, graduate students, and others. Regulations apply to any individual meeting the definition of "investigator" at both awardee and sub-recipient organizations.

c. **Research Integrity Officer (RIO)** is designated by the college to ensure institutional compliance with this policy. The RIO is the individual to whom Significant Financial Interests (SFI) are disclosed, and is assigned the Financial Conflict of Interest (FCOI) role for reporting purposes in the NIH's eRA (Electronic Research Administration) Commons website. The RIO is appointed by the Provost of the College.

d. **Conflict of Interest Review Committee (CIRC)** reviews investigator financial disclosure information to determine if a significant financial interest could directly and significantly affect the design, conduct, or reporting of the proposed sponsored project. The CIRC determines any conditions or restrictions that should be imposed to mitigate the FCOI. The CIRC consists of the RIO, the college's legal counsel, and a faculty member appointed by the Provost.

e. **Significant Financial Interest (SFI)** means one or more of the following interests, if it reasonably appears to be related to any of the Investigator's institutional responsibilities, including all research, teaching and/or service to the college:

Publicly traded entity: a SFI exists if the value of any remuneration received from a publicly traded entity in the twelve months preceding the disclosure and the value of any equity interest in the entity as of the date of the disclosure, when aggregated, exceeds $5,000. Remuneration includes any salary and any payment for services not otherwise identified as salary (e.g., consulting fees, honoraria, paid authorship); equity interest includes any stock, stock option, or other ownership interest, as determined through reference to public prices or other reasonable measures of fair market value.

Non-publicly traded entity: a SFI exists if the value of any remuneration received from a non-publicly traded entity in the twelve months preceding the disclosure, when aggregated, exceeds $5,000, or when the Investigator (or spouse, partner, or dependent children) owns any equity interest, regardless of dollar value.

Intellectual property rights and interests (e.g. patents and copyrights) upon receipt of income related to such rights and interests. **This does not include** any income received from Rhode Island College for intellectual property rights assigned to the college based on agreements to share in the royalties related to such rights in conformity with the college's Intellectual Property policy (see II.d. of this document for Intellectual Property Policy).

Reimbursed or sponsored travel related to institutional responsibilities, including instruction, research, or service to Rhode Island College. **Excluded** is any travel reimbursed or sponsored by a federal, state, or local government agency, an institution of higher education, an academic teaching hospital, a medical center, or a research center affiliated with an institution of higher education. Travel that is reimbursed by Rhode Island College from a sponsored fund account whose sponsor is an entity that is not one of those exempt entities shall be treated as a SFI. Specific details to be disclosed are: name of entity sponsoring the travel, purpose, destination and duration of the travel. Additional information, including the estimated cost of travel, may be requested by the RIO and must be furnished upon request.

f. **Exclusions**. The term Significant Financial Interest does not include: a) salary, royalties or other remuneration from Rhode Island College; b) income from investment vehicles such as mutual funds or retirement accounts, as long as the Investigator does not directly control the investment decisions made in these vehicles; c) income from seminars, lectures or teaching engagement sponsored by government agencies, institutions of higher education, academic teaching hospitals, medical centers or research institutes affiliated with institutions of higher education; d) income from service on advisory committees or review panels for government agencies, institutions of higher education, academic teaching hospitals, medical centers or research institutes affiliated with institutions of higher education.

II. **Timing of Required Disclosures.**

a. Investigators must provide all required financial disclosures at the time that institutional approval is sought for the associated grant proposal through the Proposal Summary and Approval Form (PSAF) for submitting a proposal. Once chair and dean signatures have been obtained on the PSAF, supporting documentation identifying the business enterprise or entity involved and the nature and amount of the interest should be attached and submitted to the RIO in a sealed envelope marked "Confidential."

b. Investigators also must update those financial disclosures:

> Within thirty (30) days of discovering or acquiring (e.g. through purchase, marriage or inheritance) any new SFI; and annually within the period of the award, beginning with the anniversary date of the original disclosure.

III. **Review of Financial Disclosures.**

The following process shall apply to financial disclosures submitted by investigators.

a. **Determination of Financial Conflicts of Interest**. The RIO shall review each disclosed SFI; determine whether such SFI relates to externally funded activities, and, if so related, make a preliminary determination as to whether a Financial Conflict of Interest (as defined below) exists. A Financial Conflict of Interest exists when the review reasonably determines that a significant financial interest could directly and significantly affect the design, conduct or reporting of the proposed sponsored project. If initial determination concludes that there may be a potential for Financial Conflict of Interest, disclosure information will be referred to the CIRC. The CIRC shall make a final determination on the status of the Financial Conflict of Interest and what conditions or restrictions, if any, should be imposed by the institution to manage actual or potential Financial Conflicts of Interest arising from the disclosed SFI.

b. **Financial Conflicts of Interest exist** when the CIRC reviews the research, the financial interests in question, and the areas of conflict, and determines that a Significant Financial Interest could directly and significantly affect the design, conduct, or reporting of externally funded activities.

c. **Management Plan for Financial Conflicts of Interest.** If the CIRC determines that a SFI constitutes a Financial Conflict of Interest, the committee devises a plan for management of the Financial Conflict of Interest with a combination of elements it deems most conducive to the continued objective pursuit of research. The Management Plan may include conditions or restrictions to manage, reduce, or eliminate Financial Conflicts of Interest. These may include, but are not limited to: 1) monitoring of research by independent reviewers; 2) modification of the research plan; 3) disqualification from participation in the portion of the federally funded activity that would be affected by SFI; 4) divestiture of SFI; 5) severance of relationships that create conflicts; or 6) public disclosure of Financial Conflicts of Interest.

Investigators affected by the Management Plan shall be given opportunity to review and comment on the conditions or restrictions. Investigators who are dissatisfied with the Management Plan may appeal to the President or her/his designee, who will consult with the investigator(s) and CIRC as s/he deems necessary and appropriate to the particular circumstance. The decision of the President or her/his designee shall be final.

d. **Memorandum of Understanding**. The approved Management Plan shall be incorporated into a Memorandum of Understanding between Rhode Island College and the investigator(s) that details the conditions or restrictions imposed, if any, upon the investigator(s) in the conduct of the project or in the relationship with the business enterprise or entity. The Memorandum of Understanding shall be signed by the President or her/his designee and the investigator(s).

e. **Records** of investigator financial disclosures and actions taken to manage actual or potential conflicts of interest shall be retained by the RIO until three years after the termination of the award to which they are related or the resolution of any government action involving those records. The RIO shall maintain records pertaining to each disclosure in strict confidence. Access to such records will be limited to the faculty member, the CIRC, the President or her/his designee, and others with a legal right to review the records.

f. **Violations of this policy**, such as willful concealment of Financial Interests, may result in sanctions being imposed upon the investigator. The CIRC will review allegations of violations and make recommendations to the President or her/his designee regarding the imposition of sanctions. The President's or her/his designee's decision with regard to imposition of sanctions is final. If the violation results in a concurrent proceeding under college policies regarding Research Misconduct (see II.b. Research Misconduct Policy), the CIRC shall defer decision on sanctions until the Research Misconduct process is completed. In addition, the college shall follow federal regulations regarding notification of the sponsoring agency in the event an investigator(s) has (have) failed to comply with this policy. The sponsor may take its own action as deemed appropriate, including suspension of funding for the investigator(s), until the matter is resolved.

IV. <u>Reporting Financial Conflicts of Interest.</u>

a. **Sponsoring agency**. SFI that the CIRC determines to be Financial Conflicts of Interest and investigator compliance with a Management Plan, if relevant, will be reported by the RIO to NIH in accordance with agency requirements within 60 days of the original disclosure. Annual updates will also be filed through the NIH's annual reports process.

If the college has failed to manage a Financial Conflict of Interest or an Investigator has failed to comply with a management plan, the college is required to complete a retrospective review of the research within 120 days to determine whether the research conducted during the period of noncompliance was biased in its design, conduct, or reporting. If bias is identified, the college must develop a mitigation report outlining a plan of action to eliminate or mitigate the effect of the bias. The results of that determination and the mitigation report must be reported to NIH in accordance with its requirements.

b. **Public request**. As required by NIH, information on the nature of such Conflicts of Interest will be made available to members of the public by the RIO in response to inquiries specifying the investigator name and the research project in question within 5 business days of receipt of such requests.

V. **Enforcement.**

The college shall establish appropriate mechanisms for enforcement of this policy, which shall provide for sanctions if needed. All relevant regulatory bodies and funding agencies will be promptly informed of any disciplinary sanctions.

VI. **Training.**

All individuals conducting externally funded activities and meeting the definition of Investigator proscribed in this policy are required to complete all three modules of the Financial Conflict of Interest training on the CITI program website: https://www.citiprogram.org. This website is available to all Rhode Island College faculty, staff and students. Investigators must complete training prior to seeking institutional approval for proposal submission, with a check-off on that form certifying completion. Currently-funded investigators must complete training in advance of submitting the institutional approval form to be awarded renewal or continuation funding. Renewal training must be completed every four years or on any occasion in which the college revises its Financial Conflict of Interest policies and procedures in a manner that affects the requirements of Investigators. CITI completion certificates are sent electronically to the Investigator and Office of Sponsored Programs (OSP). Certificates will remain on file in OSP.

VII. **Disclosure Statement.**

The College's Financial Conflict of Interest policy is online in the Policies and Procedures section of the OSP web page. Associated disclosure statements are available online at the Forms section of the OSP web page. The Conflict of Interest – Investigator Financial Disclosure Statement must be completed and submitted as part of the request for institutional approval to submit a proposal. It should be completed by any/all individuals meeting the definition of an investigator on the project. Final assurance and certification of any proposal submission will not be authorized until forms for all investigators are submitted to the RIO or RIO's designee. By signing this form, the Investigator certifies that she/he has read the College's Financial Conflict of Interest policy and completed the online Financial Conflict of Interest training. The individual also certifies that she/he either does not have any potential Financial Conflicts of Interest or does have potential Financial Conflicts of Interest and has submitted relevant information to the RIO for preliminary review. In either case, the applicant also declares that she/he will notify the RIO of any change or discovery requiring modification of the above statement.

VIII. **Subrecipients.**

Rhode Island College is responsible for ensuring that all subrecipients comply with applicable federal regulations regarding Financial Conflicts of Interest. To this end, the college shall enter a written agreement with each subrecipient that shall specify whether this policy, or the applicable policy of the subrecipient's institution will apply to subrecipient Investigators. Said agreement will specify the timing for reporting of such Financial Conflicts of Interest in compliance with funding agency requirements.

Intellectual Property Policy
Developed by the Committee on Intellectual Property
August 17, 2011

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1.0. Intent

Prompt and open dissemination of the results of research and creative work among scholars and, eventually, to the public at large is essential to Rhode Island College's (the College's) mission of education and research. Moreover, the commercial development and distribution of the results of research and creative work to benefit the Creator and the public economy is part of the College's mission of public service. The intent of this Policy is to: (1) acknowledge the College's primary goal of supporting the creation and dissemination of knowledge; (2) encourage the development of intellectual property at the College with the aim of safeguarding potential monetary benefits both to the creators and inventors and to the College; and (3) establish the policy and procedures for determining the rights and ownership of intellectual property produced at or for the College by all College personnel.

2.0. Definitions

For the purpose of this Policy, the following definitions shall apply:

2.1. **Confidential Information**: Information that is received by a Covered Individual from a third party that qualifies as a trade secret, defined as any information that (1) derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use and (2) is the subject of efforts that are reasonable, under existing circumstances, to maintain its secrecy.

2.2. **Covered Individuals**: All College employees including, but not limited to, all faculty, staff, and students (including graduate assistants in any combination of study, research, and teaching) who are employed by or who receive financial support from the College. Also included are all students who are not employed or who do not receive financial support but who use College resources, and, unless otherwise negotiated, official College guests using College resources.

2.3. **Intellectual Property**: Inventions, Copyrightable Works, Tangible Research Materials, and Computer Software.

> 2.3.1. **Invention**: A discovery or development that may be protectable under the patent laws of the United States, the United States Plant Variety Protection Act, or equivalent laws in other countries. More specifically, an invention is: (a) a new idea for a product or device; (b) a new process, sequence, or methodology; or (c) a new use or application of a product, device, process, sequence, or methodology. An invention may also be an improvement of any of these three.
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> 2.3.2. **Copyrightable Work**: An original work of authorship that is eligible for protection under the copyright laws of the United States or other countries. Copyright subsists in original works of authorship which have been fixed in any tangible medium of expression from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. 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.

2.3.3. **Tangible Research Materials**: Tangible biological, chemical, and physical materials or equipment. Examples include, but are not limited to, cell lines, antibodies, DNA or RNA, chemical samples, plasmids, and prototypes.

2.3.4. **Computer Software**: Any and all computer "instructions" written or developed as a code for use with a computer or computer component.

2.4. **Creator**: Designation applied to an inventor, author of copyrightable materials, designer of a trademark, or developer of any other type of intellectual property.

2.5. **Use of College Resources**: Any use of such College resources (including College-administered funds or College funded time, facilities, or equipment), including, but not limited to the use of College issued desktop or laptop computers, network or personal printers, the College's computer infrastructure, scanning equipment, computer and audiovisual projectors, laboratories, studios, facilities, equipment, materials, supplies, secretarial staff, part-time research assistance, one's office, services of the James P. Adams Library, and sabbatical leaves.

2.6. **Distance Education**: Instruction, education, or training where the instructor and the student are separated geographically and temporally. Communication between the student and instructor is made through one or more technological devices, such as live or recorded visual presentations and materials using direct signal or cable, transmission by telephone line, fiber optic line, video recording, computer or Internet technology, or e-mail.

2.7. **Exempted Scholarly Work**: A Scholarly Work that falls within certain categories of Copyrightable Works for which academic institutions have historically waived any ownership interest in favor of the author. The following are recognized categories of Exempted Scholarly Works: textbooks, class notes, classroom presentation and instruction, research articles, research monographs, artistic works, and literary works. As other types of works become clearly established as Scholarly Works, so that individual consideration is no longer deemed necessary, the President of the College may expand this list of Exempted Scholarly Works beyond these categories, subject to the approval of the Board of Governors for Higher Education (hereinafter "Board of Governors" or "Board").

2.8. **Outside Researcher**: An individual who performs or directs research for an organization other than the College.

2.9. **Public Disclosure or Publicly Disclosed**: Written or oral disclosure of an Invention or Copyrightable Work to a person not under contractual or fiduciary obligation of confidentiality to the College.

2.10. **Scholarly Work**: A Copyrightable Work that has the primary goal of disseminating academic or scholarly knowledge, or is a work of artistic expression.

3.0. Types of Intellectual Property Covered

Four categories of Intellectual Property -- Inventions, Copyrightable Works, Tangible Research Materials, and Computer Software -- as well as Confidential Information are addressed in this Policy. The President of the College and/or the President of the RIC/AFT may propose additional types of Intellectual Property under this Policy, which, if mutually accepted by the Presidents and approved by the Board of Governors for Higher Education, shall be covered by this Policy.

4.0. Ownership of Intellectual Property

Covered Individuals who create, invent, or discover any Intellectual Property will own all rights to such property except as noted below:

4.1. **Use of College Resources**

The Board of Governors will own any Intellectual Property, other than an Exempted Scholarly Work, that is created, discovered, or invented by a Covered Individual who makes Use of College Resources in connection with the development of such Intellectual Property. Ownership of Intellectual Property created, discovered, or invented by a Covered Individual who makes no Use of College Resources vests in the Covered Individual and not in the College.

If a Covered Individual creates, discovers, or invents Intellectual Property other than an Exempted Scholarly Work that is the same as, directly related to, or substantially similar to a research project in which that faculty member is engaged at the College, then Use of Resources will be presumed. As described below, the Covered Individual may rebut this presumption of Board of Governors ownership through submission of documentary evidence which clearly establishes that the Intellectual Property was developed without Use of College Resources.

4.2**. Theses, Dissertations, Student Research Project Reports**

The rights in copyright for theses, dissertations, and student research project reports produced in fulfillment of requirements for a College degree shall belong to the student preparing the material. A student must, as a condition of the award of any degree, grant a royalty-free license or permission to the College to reproduce and publically distribute, on a noncommercial basis, copies of student project reports, theses, and dissertations, as well as to permanently archive and make accessible such works in whole or in part in any format now or hereafter known. The Board of Governors shall retain ownership of any invention or trademark disclosed as part of a thesis, dissertation, or student research project, unless such ownership is negotiated.

4.3. **College-Commissioned Works**

The Board of Governors will own any Intellectual Property, including any Exempted Scholarly Work that is created, discovered, or invented by a Covered Individual who is specifically hired or commissioned by the College for that purpose, unless otherwise provided by written agreement between such individual and the Board of Governors. The Covered Individual will sign a written agreement with the College which states that the Intellectual Property is a work-for-hire owned by the Board of Governors.

4.4**. Intellectual Property Subject to Contractual Obligations**

Ownership of any Intellectual Property, including any Exempted Scholarly Work, that is created, discovered, or invented 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 College, although the Board of Governors will ordinarily claim ownership.

4.5. **Outside Consultation**

Covered Individuals involved in outside consultation cannot use the College name or logo and are bound by the College agreements with bargaining units, where applicable, in all consulting activities. Any agreement signed with a company cannot abridge or compromise Board of Governors ownership of other intellectual property developed by Covered Individuals. For example, rights to past and future work generated by Covered Individuals cannot be restricted or affected by the outside consultancy agreement or arrangement or be subject to any claims of the employers for whom the Covered Individuals worked as private consultants.

5.0. Administrative Procedures: Inventions and Copyrightable Works

To accomplish the dual objectives of disseminating knowledge and maximizing the economic value of that knowledge, the College has established the following procedures:

5.1. **Disclosure to the College**

5.1.1. A Covered Individual should promptly disclose an Invention or Copyrightable Work – other than an Exempted Scholarly Work – to the College in order to allow the College an opportunity to evaluate the commercial potential of the Invention or Copyrightable Work and to preserve or enhance its value by filing a patent application or obtaining a copyright registration.

5.1.2. The disclosure form should be submitted to the Board of Governors' authorized agent, the President of Rhode Island College or her/his designee as set forth in Section 5.2 below.

5.1.3. The treatment of different categories of Intellectual Property is set forth below.

5.1.4. Intellectual Property Developed with Use of College Resources

A Covered Individual is encouraged to promptly disclose an Invention or Copyrightable Work, other than an Exempted Scholarly Work, that is developed with Use of College Resources or is the same as, directly related to, or substantially similar to a research project in which he/she is engaged at the College (see Section 4.1 above). Although the disclosure of such an Invention or Copyrightable Work is generally voluntary, if the Covered Individual intends to commercialize such Intellectual Property, disclosure is required reasonably in advance of taking 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. Failure to disclose an Invention or Copyrightable Work results in the presumption of ownership by the Board of Governors.

5.1.5. Exempted Scholarly Work

If a Copyrightable Work is an Exempted Scholarly Work, no disclosure is required. 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 President of Rhode Island College or her/his designee, 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.

5.1.6. Intellectual Property Not Developed with Use of College Resources

In the case of an Invention or Copyrightable Work that the Covered Individual claims is not subject to College ownership because the Intellectual Property was developed without Use of College Resources, the Covered Individual should submit to the President of Rhode Island College or her/his designee, in addition to the disclosure form, a request for confirmation of individual ownership together with documentary evidence which clearly establishes that fact.

5.1.7. College-Commissioned Work

In the case of an Invention or a Copyrightable Work, including an Exempted Scholarly Work, that a Covered Individual is specifically hired or commissioned by the College to develop (see Section 4.3 above), disclosure of the Intellectual Property is required unless otherwise provided by written agreement between such individual and the College.

5.1.8. Intellectual Property Subject to Contractual Obligations (e.g., Sponsored Research Agreements)

In the case of an Invention or Copyrightable Work, including an Exempted Scholarly Work, developed in the course of research funded by a sponsor pursuant to a grant or research agreement, or subject to a materials transfer agreement, confidential disclosure agreement or other legal obligation requiring disclosure (see Section 4.4 above), the disclosure of such Intellectual Property will be governed by the terms of such grant or agreement, as approved by the College, if such terms differ from this Policy.

5.2. **Evaluation and Disposition of Disclosures**

The Board of Governors hereby designates the President of Rhode Island College or her/his designee as its agent to apply for, obtain legal protection for, administer, market and develop any intellectual property, and for executing all agreements for the subsequent use and/or licensing of any intellectual property owned by the Board and/or included under the provisions of this policy. In this capacity, the President of Rhode Island College or her/his designee, will review, evaluate, and make a disposition of all disclosure forms, and will promptly notify Covered Individuals of their disposition. The evaluation and disposition of a disclosure will be completed as soon as possible, but for Inventions and Computer Software ordinarily no later than ninety (90) days, and for Copyrightable Works (other than software) ordinarily no later than thirty (30) days, after the President of Rhode Island College or her/his designee receives a complete and accurate disclosure form and any other information that the President or her/his designee requests or obtains from outside experts 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 5.4 below:

5.2.1. Scholarly Work

In the case of a Copyrightable Work that is claimed as a Scholarly Work, but is not an Exempted Scholarly Work, the President of Rhode Island College or her/his designee will decide, possibly with the advice of outside experts, whether that work is in fact a Scholarly Work.

5.2.2. No Use of College Resources

In the case of an Invention or Copyrightable Work that the Covered Individual claims is not subject to College ownership because the Intellectual Property was developed without Use of College Resources, the President of Rhode Island College or her/his designee will decide, possibly with the advice of outside experts, whether there was in fact Use of College Resources.

5.2.3. Evaluation of Commercial Potential In the case of Intellectual Property that the Covered Individual discloses for possible commercialization by the College, the President of Rhode Island College or her/his designee will determine its commercial potential. To assist in this determination, the President or her/his designee may consult with patent or copyright counsel and outside experts in particular fields. Additionally, the President of Rhode Island College or her/his designee shall also seek the advice of an Intellectual Property Evaluation Committee, which will be composed of three faculty members with relevant expertise, appointed by the President of the RIC/AFT, and three administrators, appointed by the President of the College. The chair of the Committee will be selected by vote of the whole committee. The President of Rhode Island College or her/his designee and the President of the RIC/AFT may invite to any committee meeting one or more individuals from outside the College with relevant industry experience to advise the committee.

5.2.4. 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 College, if such terms differ from this Policy.

5.3. **Request for Relinquishment of Rights**

Under certain circumstances, as described below, the Board of Governors, acting through its authorized agent, may relinquish its ownership rights in an Invention or Copyrightable Work to the Covered Individual who created, discovered, or invented the Intellectual Property at the Covered Individual's request.

5.3.1. Intellectual Property Developed with College Resources

The Board of Governors may waive its ownership rights in favor of the Covered Individual who created, discovered, or invented the Intellectual Property, if the Covered Individual has made complete and accurate disclosure of such Intellectual Property in accordance with this Policy and the President of Rhode Island College or her/his designee has determined that the Intellectual Property comes under one or more of the following categories:

- Intellectual Property developed without significant Use of College Resources;
- Intellectual Property that the College, on the Board's behalf, has decided not to commercialize.

5.3.2. College-Commissioned Work

The Board of Governors will not waive its ownership rights to any Intellectual Property, including an Exempted Scholarly Work that is developed by a Covered Individual who is specifically hired or commissioned by the College for that purpose, unless otherwise provided by written agreement between such individual and the College.

5.3.3. Intellectual Property Subject to Contractual Obligations In the case of Intellectual Property, including an Exempted Scholarly Work, 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 Board of Governors rights in the Intellectual Property will be governed by the terms of the relevant grant or agreement, as approved by the College, 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.

5.3.4. If certain Intellectual Property is available for relinquishment by the Board of Governors (as set forth above), the Covered Individual who created, discovered, or invented the Intellectual Property may request in writing that the President of Rhode Island College or her/his designee grant a release or assignment of rights. The President of Rhode Island College or her/his designee will promptly respond to this request. The College will retain a royalty-free, non-exclusive license to use any such Inventions or Copyrightable Works for academic research and teaching.

5.4. **Appeals**

If a Covered Individual disagrees with a decision of the President of Rhode Island College or her/his designee involving Section 5.2, Evaluation and Disposition of Disclosures, above, or ownership or inventorship, such individual may appeal to the College's Patent Counsel, who will evaluate the facts and provide both parties with an opinion within sixty (60) days. The opinion of the College's Patent Counsel shall be final unless disputed by either party in writing within ten (10) days from the date of receipt of the opinion. The parties shall attempt to resolve the dispute through a mutually agreeable mediation process. Mediation must be completed within ninety (90) days from the date the opinion of Patent Counsel was disputed. The expense of such mediation shall be borne equally by the parties. If the mediation fails, or the dispute is not otherwise resolved, then parties may take such legal action as either may deem appropriate.

6.0. Administrative Procedures: Tangible Research Materials

While potential commercial value should not inhibit the free exchange of Board of Governors-owned Tangible Research Materials for research purposes, the College 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 College researchers. Therefore, the College has established the following procedures to allow the free exchange of Tangible Research Materials, while at the same time respecting the ownership rights of the Board of Governors, protecting the rights of its researchers, and limiting the liability of the Board, the College and its researchers.

6.1. **Transfer to Outside Researcher for Basic Research**

If a Covered Individual wishes 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 College Materials Transfer Agreement form (MTA), which will be provided by the President of Rhode Island College or her/his designee together with instructions for the use of the form. The MTA will establish rights and responsibilities regarding the Materials among the College, the Outside Researcher, and the researcher's 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 an MTA on behalf of the College provided that the College MTA form is not altered or revised in any manner and that a signed original of the MTA is sent to the President of Rhode Island College or her/his designee, when the Materials are sent to the Outside Researcher. Alternatively, the President of Rhode Island College or her/his designee are authorized to approve and sign an MTA, 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.

6.2. **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 waiver from the College through the President of Rhode Island College or her/his designee under the procedures set forth in this Policy. Materials with commercial uses should be disclosed to the President of Rhode Island College or her/his designee in the same manner as Inventions and will be treated in the same manner as Inventions.

6.3. **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 the President of Rhode Island College or her/his designee are authorized to approve and sign agreements governing receipt of Materials from other organizations. Covered Individuals are encouraged to consult with the President of Rhode Island College or her/his designee regarding the restrictions applicable to a particular Material from an Outside Researcher before planning to use that Material in research activities. Covered Individuals should be aware that, in some instances, these restrictions may be so onerous that the Vice President for Administration and Finance ordinarily will not approve the agreement. The President of Rhode Island College or her/his designee will make available a College MTA form 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.

7.0. Administrative Procedures: Confidential Treatment of Information

The academic tradition of free dissemination of knowledge for the public benefit is recognized by the College to be of paramount importance. Therefore, except as otherwise provided in this section, nothing in this Policy shall be construed as affecting the rights of Covered Individuals to publish once disclosure has been completed. Nonetheless, protecting intellectual property may require a limited period of nondisclosure in order to secure certain rights, and the President of Rhode Island College or her/his designee may agree to limited and reasonable delays in publication upon recommendation of Covered Individuals involved in projects requiring such delay. Further, it may be necessary or desirable, under certain circumstances, to restrict disclosure of Confidential Information received from a sponsor company or to delay Public Disclosure of an Invention. Note that the College ordinarily will not agree to maintain College-generated research results as trade secrets, unless an agreement between the College and an outside organization has been obtained.

7.1. **Guidelines Regarding Public Disclosure of Inventions.**

7.1.1. Internal disclosure of an Invention to the President of Rhode Island College or her/his designee 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).

7.1.2. Accordingly, the College strongly encourages Covered Individuals to disclose Inventions to the President of Rhode Island College or her/his designee as soon as possible, and may not issue a Public Disclosure of the Invention until the evaluation process is completed and a patent application is filed. The President of Rhode Island College or her/his designee will attempt to minimize delays in publication, but a delay of up to ninety days is often necessary for evaluation. The President of Rhode Island College or her/his designee will make every effort to expedite the evaluation process when a Covered Individual indicates that there is a compelling need for rapid publication.

7.1.3. During this interim period, an Invention may be safely disclosed outside of the College under the protection of a Confidential Disclosure Agreement (CDA), because disclosures made under an appropriate CDA are not considered Public Disclosures. The College therefore recommends that all Covered Individuals use the College CDA form, whenever they disclose information relating to an Invention, while the Invention is under evaluation by the College. The College also strongly recommends use of the College CDA form and consultation with the President of Rhode Island College or her/his designee, 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 President of Rhode Island College or her/his designee will make available appropriate forms of CDA. Faculty members (but not other Covered Individuals) have authority to sign the College CDA form on behalf of the College, when they intend to disclose information (not receive information), provided that they send a fully signed original of the CDA to the President of Rhode Island College or her/his designee as soon as possible. Alternatively, authorized representatives of the Board of Governors may approve and sign CDAs on behalf of the Board of Governors.

7.1.4. 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 College will proceed with commercialization of that Invention.

7.2. **Public Disclosure of Inventions or Copyrightable Works Arising from Sponsored Research or Grants**

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 an MTA, CDA, 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 College. If such restrictions would prevent or delay the publication of a student thesis or dissertation, then the student must agree to such restrictions in writing.

7.3. **Receiving Confidential Information from Outside Researchers**

7.3.1. 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 College, 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 the President of Rhode Island College or her/his designee are authorized to approve and sign CDAs from other researchers or organizations on behalf of the College. The President of Rhode Island College or her/his designee will make available a College CDA form for receipt of Confidential Information.

7.3.2. 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.

8.0. College Development, Licensing, and Distribution of Income

8.1. **Commercialization Activity**

The President of Rhode Island College or her/his designee will make a reasonable and good faith effort, in consideration of resources, to commercialize intellectual property to which the Board of Governors has acquired rights and wishes to pursue commercialization and to maximize the return to the Creator and to the College, while making available to the public the related processes and products at reasonable prices and of appropriate quality. All activities with outside organizations, including companies, to license for use commercial applications of any Board of Governors-owned property must be taken by or with the explicit approval of the President of Rhode Island College or her/his designee, who may use the services of a qualified intellectual property management organization or any other business organization that can aid in the commercialization process.

8.2. **Complaints Concerning the Development Efforts**

If after two years the Creator is dissatisfied with or questions the development efforts, he/she may express in writing such dissatisfaction to the President of Rhode Island College or her/his designee. In such cases the President of Rhode Island College or her/his designee shall respond in writing within 120 days by: (a) finding the complaints to be without merit; (b) finding the complaint to have merit and assuring the Creator that corrective steps, or other recommended action, will be taken; or (c) recommending return of all intellectual property rights to the Creator. If the President of Rhode Island College or her/his designee fails to act within 120 days from the date of the original filing of the complaint, legal rights to the intellectual property and any other federal or legal obligations regarding that property shall pass to the Creator, except for a non-exclusive use and license for the College.

8.3. **Responsibility for Licensing**

The President of Rhode Island College or her/his designee shall be responsible for applying for, obtaining legal protection for, marketing, and developing any intellectual property and for executing all agreements for the subsequent use and/or licensing of any intellectual property owned by the Board of Governors or included under the provisions of this Policy.

8.4. **Distribution of Non-Equity Revenue Derived from Commercialization**

Royalty income and other non-equity revenue derived from the licensing of Board of Governors-owned Intellectual Property will be distributed at the end of each fiscal year as follows:

8.4.1. The College 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.

8.4.2. The remaining net income will be distributed as follows:

- Thirty percent (30%) to the Creator of the Intellectual Property;
- Thirty percent (30%) to the Vice President for Academic Affairs for support of the infrastructure for creation of Intellectual Property at the College;
- Forty percent (40%) to the College.

8.4.3. In the case of multiple 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 Creators within such departments or programs.

8.5. **License Agreements with Research Sponsors**

The College, on behalf of the Board of Governors, may grant to the sponsor(s) in any sponsored project agreement an exclusive license (with appropriate milestone and performance criteria) or non-exclusive license to the Intellectual Property resulting from that sponsored project. In cases of joint ownership, the outside sponsor shall have the right of first refusal to develop and/or produce and/or market a jointly owned Intellectual Property subject to appropriate milestone and performance criteria.

9.0 Special Consideration: Distance Education

9.1. Materials submitted to the Curriculum Committee for approval of a course or program of study belong to the College and not the individual faculty member. A Covered Individual who develops teaching materials for distance education courses retains ownership of and the right to copyright these course materials.

9.2. When the College contracts with a Covered Individual to develop distance educational material for marketing and sale outside of the College, the matter will be addressed, and the ownership rights determined, in the same manner as College-Commissioned works, as provided herein above. The College shall retain the right to use and supplement such material.

10.0 Participation Agreement

The College has adopted a Participation Agreement, attached as Exhibit A that confirms acceptance of this Policy by Covered Individuals and assigns to the Board of Governors all rights in Intellectual Property in which the Board of Governors has ownership.

Exhibit A to Intellectual Property Policy
Rhode Island College
Participation Agreement

In consideration of the benefits that I receive as a result of my access to College-administered funds and College-funded time, facilities, and equipment, I agree as follows:

1. Acknowledgment. I acknowledge that I have read and understood the Intellectual Property Policy (Policy) of Rhode Island College (the College), a copy of which is attached to this Agreement, and I agree to abide by the terms of this Policy. I understand that capitalized terms used in this Agreement are defined terms that, if not defined in this Agreement, are defined in the Policy.

2. Disclosure. In accordance with Sections 5.1, 6.1, 6.2, and 6.3 of the Policy, I agree to make the following disclosures to the Board of Governors or its designee:

a. I am encouraged to disclose any Inventions, Copyrightable Works, except Exempted Scholarly Works, and commercially valuable Tangible Research Materials that I develop with Use of College Resources or are the same as, directly related to, or substantially similar to a research project in which I am engaged at the College. However, if I intend to commercialize such Intellectual Property, disclosure is required reasonably in advance (not less than thirty (30) days prior) of taking 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.

b. I am required to disclose any Inventions, Copyrightable Works, including Exempted Scholarly Works, and Tangible Research Materials that the College has specifically hired or commissioned me to develop, except as otherwise provided in a written agreement between me and the Board of Governors.

c. I am required to disclose any Inventions, Copyrightable Works, including Exempted Scholarly Works, and Tangible Research Materials that I develop in the course of research funded by a sponsor pursuant to a grant or research agreement that requires such disclosure, or which is subject to a materials transfer agreement, confidential disclosure agreement, or other legal obligation requiring such disclosure.

I agree to make such disclosures promptly and in reasonable detail on the appropriate College disclosure form. In the case of Inventions that I intend to commercialize, I understand that I should make such disclosure reasonably in advance of public disclosure of the Invention in order to provide the College with an opportunity to file a patent application.

3. Assignment of Rights. I hereby assign, transfer, and convey to the Board of Governors all of my rights, title, and interest in any Inventions, Copyrightable Works, and Tangible Research Materials for which the Board of Governors asserts ownership under Section 4 of the Policy. I understand that the Board of Governors does not assert ownership of Exempted Scholarly Works unless such works are specifically commissioned by the College or are subject to a contractual obligation that requires assignment. At the request of the College, I agree to execute and deliver promptly a specific assignment to the Board of Governors of my right, title, and interest 14 to such Intellectual Property, including without limitation

any proprietary rights arising from patent applications or copyright registration in the United States and foreign countries. I further agree to supply the College with all information and to execute all documents necessary to obtain and maintain patents, copyrights, or other forms of legal protection for such Intellectual Property.

4. Income-Sharing; Relinquishment. I understand that, in accordance with Section 8.4. of the Policy, I shall receive a portion of all royalty income and other non-equity revenue derived from the licensing of Intellectual Property that I assign to the Board of Governors. I further understand that, in accordance with Section 5.3. of the Policy, if the Board of Governors, acting through its authorized agent, decides not to commercialize such Intellectual Property, I shall have an opportunity to regain title so that I may pursue commercialization of the Intellectual Property.

5. Administrative Procedures. I understand and agree to abide by the administrative procedures for the transfer of Tangible Research Materials and Confidential Information, as set forth in the Policy.

Signature:
Printed Name:
Department:
Date:

Material Transfer Agreement Procedure

A Material Transfer Agreement (MTA) is a contract governing the transfer of tangible research materials between two organizations, when the recipient intends to use it for his/her own research purposes. Biological materials, such as reagents, cell lines, cultures, proteins, nucleotides, bacteria, plasmids, vectors, and other proprietary physical materials are the most frequently transferred.

MTAs specify the rights, obligations, and restrictions of the providing and receiving parties, with respect to issues such as:

- Ownership of materials and modifications or derivatives of the materials made by the recipient;
- Limits on the recipient's use of the materials and related liability;
- Restrictions on the recipient's ability to transfer the material, modifications, and derivatives to third parties;
- Rights to inventions resulting from the use of materials;
- Rights to publish research obtained through the use of materials;
- Reporting and confidentiality obligations.

Three types of MTAs are most common at academic institutions: transfer between academic or research institutions, transfer from academia to industry, and transfer from industry to academia. Each call for different terms and conditions.

Most scientists at non-profit institutions use the NIH-approved Simple Letter of Agreement (SLA) or Uniform BioMaterial Transfer Agreement (UBMTA) approved by the Association of University Technology Managers when exchanging materials.

MTAs at Rhode Island College

MTAs for incoming materials are approved by OSP. PIs should always be listed as the recipient scientist on the MTA. Institutions supplying materials may have their own implementing letter based on the SLA or UBMTA. In some cases, OSP may be contacted directly by the transmitting agency or institution. Notification from the PI that the MTA has been requested will expedite the process.

Additional information on MTAs can be obtained by contacting the director of OSP.

III. Award Negotiation and Contract

a. Subaward Agreement Procedures
b. Indirect Cost Redistribution Policy

Subaward Agreement Procedures

As defined by the Federal Office of Management and Budget (OMB) 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards: "Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of an award received by the pass-through entity." A subaward is an award provided by Rhode Island College to an external entity or subrecipient. There is a Principal Investigator at the subrecipient entity and the subrecipient is required to complete a defined scope of work.

Establishing or modifying a subaward is a lengthy and complex process. It is the responsibility of the Principal Investigator (PI) to initiate and monitor the subaward process, including annual renewal periods, and review all contract documentation generated as a result. The Office of Sponsored Programs (OSP) does not automatically establish or continue a subaward document when a grant award is received.

To formalize a subaward after a grant is awarded, a **subaward request form** must be completed, signed by the PI, and sent to OSP. Based on the information contained on the subaward request form, OSP will create a **subaward agreement** to be reviewed, completed, and signed by the external entity. It will then be counter-signed and finalized by Rhode Island College.

The subaward request form must include the following:

- start/end date of this subaward
- PI name, department, and contact information
- scope of work to be performed by the subrecipient
- a complete and detailed subaward budget
- subrecipient contact information
- PI signed certification

By signing the subaward request form, the PI certifies that the subaward was originally budgeted in the prime award and that the PI has reviewed the proposal for the subrecipient and found the costs to be reasonable for the proposed work. The PI also certifies that the funding is available and allowable and that (s)he has reviewed all special terms and conditions of the prime award; that any changes to the subaward outside the allowed terms and conditions of the prime award must be made with prior written approval signed by both parties' authorized representatives; and that any changes to the scope, budget or PI will be communicated to OSP via addendum, which may require a formal approval process. The PI also certifies that it is his/her sole responsibility to review financial and performance reports and invoices, perform site visits, review information, and maintain contact with the subrecipient.

Once OSP receives a fully executed subaward agreement, a copy will be sent to the subrecipient, to the PI, and to RIC's Purchasing department. At this time, OSP will enter a requisition in PeopleSoft. Purchasing will issue a Purchase Order Number (PO). The subrecipient will be directed, via the subaward agreement, to send invoices to the PI, who will approve payment as noted by signature. No invoices can be paid until a PO has been issued by RIC's Purchasing department.

Indirect Cost Redistribution Policy

This Policy on Redistribution of Indirect Cost Revenues was established by the Board of Governors for Higher Education on May 15, 1986, and subsequently modified by President Nazarian in August 2004. The following distribution decision-rules shall be applied to the Grants & Contracts Indirect Revenue Distribution Fund:

- Seventy percent (70%) of indirect cost goes to defray college-incurred costs in supporting sponsored activity.

- Of the remaining thirty percent (30%):
  - Thirty-three percent (33%) shall be allocated to individual principal investigators/project directors (PIs/PDs) of funded research and professional development grants returning indirect cost to the college. Such allocations are to be used to further the research and professional development of these individuals. PIs/PDs terminating employment with the college will no longer be eligible to receive reallocations of indirect cost. Eligibility of these individuals will expire on the date of their employment termination. PIs/PDs whose grants have been terminated for cause either by the college or a sponsor also become ineligible to receive indirect cost reimbursements from the terminated grants. All such forfeited funds will revert to either the appropriate academic dean or VPAA as described below.
  - Five percent (5%) of the fund shall be retained for discretionary use by the Director of Sponsored Programs.
  - Of the remaining revenue, three-quarters (75%) shall be allocated to and administered by the academic dean of the unit generating the proposal/contract which yielded said funds; and, one-quarter (25%) shall be allocated to the Vice President for Academic Affairs. In those instances where funds may be generated in an academic unit which is not under the direct authority of a dean, responsibility for the administration of said funds will be vested in the Vice President for Academic Affairs.

Indirect Cost Redistribution Process and Timing
Indirect costs are invoiced and received by the Grant Accounting Office as part of the normal grant and contract billing process. At the end of each fiscal year, Grant Accounting calculates the redistribution of all indirect cost funds collected and deposits funds into individual indirect cost redistribution accounts. All faculty, staff and administration receiving funds are notified of new balances added to their accounts for the previous fiscal year in early-fall.

Example
If F&A cost collected on a grant was $100, that amount shall be redistributed in the following fashion per the policy:

College	$70.00
PI	$10.00
OSP	$1.50
VPAA	$4.625
Dean	$13.875

IV. Institutional Compliance

a. Drug-Free Work Place Statement
b. Smoke-Free Policy
c. Workplace Injuries Policy

Drug-Free Workplace Statement

It is the intent of the Administration of Rhode Island College to make a good-faith effort to provide a drug-free workplace for its regular and student employees both in terms of procedure and results. To this end, the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace of Rhode Island College. Any employee of Rhode Island College who is convicted of a violation of this principle, will be subject to an appropriate measure of discipline that could result in termination of his/her employment with the College.

As a condition of employment, all employees must abide by the terms of this statement and report to the Director of Human Resources any conviction under a criminal drug statute for conduct in the workplace no later than five days after the conviction. Any employee so convicted, and who is not terminated from employment, may be required to participate satisfactorily in a drug-abuse assistance or rehabilitation program acceptable to the College Administration as a continuation of employment. In keeping with the intent of the Drug-Free Workplace Act, Rhode Island College will conduct an on-going drug awareness program that will be made available to all employees who directly engage in work under the provisions of a grant or contract.

A copy of this statement will be provided to all employees working under the Federal contract or grant.

Smoke-Free Policy

It is the philosophy of Rhode Island College to provide everyone with a work/learning environment that offers the opportunity and resources to optimize their personal health and well-being. Since Environmental Tobacco Smoke (ETS) has been declared to be a Group A carcinogen and since it causes 53,000 deaths annually in nonsmokers, all Rhode Island College facilities will maintain a smoke-free environment effective March 1, 2005. This policy is designed in compliance with Chapter 23-20.10 of the Rhode Island General Laws entitled, "Public Health and Workplace Safety Act," which went into effect on March 1, 2005.

1. Every member of the Rhode Island College community is entitled to a smoke-free living and working environment.
2. Smoking is prohibited in **all** Rhode Island College buildings, including offices, hallways, elevators, auditoria, residence halls, meeting rooms, community rooms and Rhode Island College vehicles.
3. Smoking is prohibited at meetings or conferences sponsored by Rhode Island College.
4. Smoking is allowed **only** in outdoor areas provided that it occurs 50 feet from building entrance ways and vestibules or in external designated areas.
5. All buildings and facilities are clearly posted with "**No Smoking in This Building**" signs at the entrances.
6. Employees who choose to smoke within the permitted areas must do so on their regularly scheduled breaks and meal periods.
7. In conjunction with the Rhode Island College Office of Health Promotion, information on smoking cessation programs will be made available to all interested members of the Rhode Island College community.

Workplace Injuries Policy

Injured Employee Must:

- Report job related injuries promptly to the supervisor.
- Notify the College Office of Human Resources of the injury by the end of the workday.

Supervisors must:

- Call the Department of Security/Safety **(8201) TDD (8211),** when first-aid or accident and give the exact location of the injured worker. Wait for security to arrive if you are not certified in first-aid or EMT.
- Document how the worker was injured on the supervisor's report.
- Report the incident to the Office of Human Resources.

Co-workers must:

- In the event an injured worker is suffering a life threatening emergency (or perceived life threatening emergency) please **call 911** first and THEN call Security and Safety at **8201**. Examples of some life threatening emergencies: unconscious, not properly breathing or severely bleeding. Clearly state the nature of the accident and give the exact location of the injured worker. Stay with the injured worker until Security and/or the ambulance arrives.
- In all other emergencies, call **8201** (Security and Safety) first. The Department of Security and Safety will assess the emergency then call **911 or Health Services**. Clearly state the nature of the accident and give the exact location of the injured worker. Stay with the injured worker until Security and/or the ambulance or Health Services arrives.
- If possible, notify the injured worker's supervisor.
- Any co-worker who witnesses the accident may be assigned administrative leave by the supervisor to accompany the injured worker to the emergency medical facility in order to provide medical personnel with accurate information.

The Department of Security/Safety –
Responding Officer will:

- Administer first-aid or emergency medical treatment as required.
- Advise the injured worker if additional medical attention is required and arrange transportation for the injured employee to an emergency medical facility.
- File an incident report with the Department of Security/Safety and notify the Office of Human Resources.

The College Office of Human Resources will:

- Review reports filed by the injured worker, the supervisor, and Security.
- Interview the injured worker, supervisor, and witnesses to determine factual information.
- Report the injury to the Division of Workers' Compensation.
- Review and submit medical information and reports to Workers' Compensation.
- Maintain records on all Workers' Compensation claim filed.
- Monitor medical progress and explore transitional return-to-work programs for employees returning to the workplace.
- Recommend preventive actions and offer safety education programs.