CONFLICT OF COMMITMENT POLICY GUIDANCE

CONFLICT OF COMMITMENT POLICY STATEMENT

The Conflict of Commitment policy (COC) is designed to complement, not replace, MIT's Policies and Procedures, Financial Conflicts of Interest in Research (FCOI) policy, MIT's Employment Policy Manual or other policies. The primary goal of this policy is to define and clarify expectations for MIT officers, faculty, student employees and staff to ensure that their outside activities align with MIT's mission, obligations to research sponsors and responsibilities to the public.

Although closely related to the FCOI policy overseen by the Vice President for Research, the Conflict of Commitment policy is jointly overseen by both the Vice President for Research and the Provost for research related matters and Human Resources for staff related matters. This collaborative oversight helps ensure thorough identification, review, and management of potential conflicts.

DEFINITIONS

Conflict of Commitment (COC) - A circumstance in which an individual accepts or incurs conflicting obligations or responsibilities between or among different employers or other entities, whether foreign or domestic. Such a circumstance creates competing interests based on time, lack of intellectual separation, inappropriate use of institutional resources and/or personnel. It also creates obligations to improperly share information with, or to withhold information from, an employer or sponsors, putting in jeopardy research, technology, or economic security and integrity.

Institutional Responsibilities - The duties and responsibilities associated with an Investigator's or other individual's MIT appointment or position, such as research; teaching; administration; conference attendance, research presentations or lectures at other universities; uncompensated publication review; and service on MIT committees.

- To clarify, scholars' activities within their disciplines can differ significantly, with common examples including peer review of research, service roles in professional or academic organizations, community outreach and enrichment, and K-12, STEM or other educational initiatives.

Institutional Time - The time generally required for individuals to fulfill their Institutional Responsibilities.

MIT Professional Activity (MPA) - Compensated teaching at MIT EDx, MIT Professional Education, Sloan Executive Education (or other Sloan courses where payment is allowed), and other MIT-run and authorized non-degree, professional programs. MPAs must be disclosed to the Institute.

Outside Professional Activity (OPA) - Any professional activity conducted outside of Institutional Responsibilities, with a foreign or domestic entity, whether compensated or uncompensated, that may be, or appear to be, *Reasonably Related* to Institutional Responsibilities and therefore must be disclosed to the institute. OPAs must take place within the Permitted Time and utilize an individual's personal resources. An OPA is undertaken by an individual, not on behalf of MIT, thus, MIT is not a party to the OPA.

Permitted Time - A fraction of Institutional Time designated for OPAs, granted as a privilege to faculty and certain other roles.

Note: Administrative staff do not have Permitted Time. The review, approval and disclosure of any OPAs will be handled through a departmental process, not through the new system. See "Roles without Permitted Time" Section 5.

Reasonably Related means there is a logical and relevant connection—or an appearance of such a connection or impact—between the Outside Professional Activity (OPA) and the individual's Institutional Responsibilities. This connection may be direct or indirect and includes situations where the OPA could influence, or be perceived to influence, the individual's MIT research, teaching, service, or administrative duties.

Separate and Distinct – While your MIT work provides the foundation for your expertise, work carried out as an OPA is clearly differentiated both intellectually and technically, as well as in how and when it is performed, to ensure it remains independent of your MIT Institutional Responsibilities. This distinction helps avoid conflicts of commitment and maintains the integrity of both roles. Specifically, the work:

- Occurs outside your MIT Institutional Time
- Does not use MIT-funded resources, facilities, or personnel unless explicitly authorized
- Has objectives, deliverables, and technical scope that are different from your MIT responsibilities
- Does not overlap with your institutional duties in a manner that creates conflict or interferes with your MIT role

KEY POLICY GUIDELINES

1. Individuals must ensure they follow this COC policy and comply with the applicable processes for their role to provide accurate and current disclosures of all OPAs. Individuals should seek guidance early and often, from the resources referenced herein.

2. Individuals must ensure that their OPAs are Separate and Distinct from their Institutional Responsibilities.

3. Individuals must ensure that a new or updated OPA has been reviewed by an appropriate MIT office if needed (e.g. Export Control, Conflicts of Interest, Dean's office), and DLCI head prior to (re)engagement.

4. No MIT office is authorized to review or negotiate individual OPA agreements or contracts. Any guidance provided by MIT regarding an OPA is advisory and should be considered at the individual's discretion. MIT may require termination of an OPA or prohibit participation based on assessed risks to the institute, sponsors of research, or the individual's capacity to fulfill their Institutional Responsibilities.

5. Individuals are responsible for complying with the Permitted Time applicable to them and will be asked to certify in the system when reporting new engagements.

6. Individuals with a full-time MIT appointment must not assume or appear to assume operational

or management roles with titles such as CEO, CFO, CTO, COO, President or similar, regardless of the organization type (for-profit, foundation, etc.). These titles imply significant responsibilities that could conflict or appear to conflict with Institutional Responsibilities expected from full-time service to MIT. If you are on sabbatical or professional leave, you may take on such titles during that period, which will end when your sabbatical or leave concludes.

7. Before accepting honorific or active appointments at other academic or research institutions, such as Adjunct Professor, Visiting Professor, or Program Director, individuals must obtain written approval from their school or college dean, who will then seek approval from the Provost's Office and the Office of the Vice President for Research. These appointments should be time-limited. Exceptions apply for certain affiliates, like academic teaching hospitals or the Broad Institute, which have different guidelines. Additionally, if you are on sabbatical or professional leave, you may accept a visiting or adjunct professor appointment during that period, which ends when your sabbatical or leave concludes.

8. Individuals may not use MIT resources, such as MIT licensed software, lab spaces, and other institutional facilities not designated for external third party use, for OPAs. Your OPA should not be reliant on your access to MIT resources.

9. An OPA does not establish a relationship with MIT; hence, MIT's logo, name, branded resources or trademarks cannot be used in conjunction with an OPA. Per MIT's Policies and Procedures Section 12.3, use of MIT's name and marks is limited to identification of the individual by their affiliation (e.g., Jane Smith, Professor of Biology, Massachusetts Institute of Technology). MIT's logos include departmental or program logos (i.e. Deshpande, JWAFS) including those made by students.

10. Individuals must accurately represent their role in any publications stemming from an OPA. For clarity, publications resulting from OPA work do not represent MIT research or an individual's Institutional Responsibilities

11. Individuals should avoid engaging their active students, advisees, trainees and/or other direct reports in an OPA and vice versa. There cannot be an expectation that subordinates support OPAs. Additionally, involving a faculty advisor or supervisor in an OPA can raise concerns about conflicts of interest (COI) and Conflicts of Commitment (COC) for them.

12. Individuals must disclose and keep their OPAs updated during leaves and sabbaticals.

13. Individuals serving on boards of companies, government organizations, foundations, or similar entities, as well as those involved with journals and publications, should recuse themselves from discussions or decisions related to matters that impact MIT.

HOW TO COMPLY

1. **Permitted Time Limits**
    - **Institutional Time** - The time generally required for individuals to fulfill their Institutional Responsibilities.
    - **Permitted Time** - A fraction of Institutional Time designated for OPAs, granted as a

privilege to faculty and certain other roles.

If you exceed or anticipate exceeding the Permitted Time, inform your immediate supervisor and update your OPA disclosure with details.

- **Faculty & Senior Researchers:** Up to 20% of your Institutional Time.
- **Principal Researchers:** Up to 10% of your Institutional Time.
- **Professors of the Practice & Adjunct Professors:** As approved by your department head or dean.
- **Graduate Students:** Up to 8 hours per week or as specified in the Graduate Policies and Procedures.
- **Research Staff, Administrative Staff and Others:** Check the "Roles without Permitted Time" Section 5 for guidance.

2. **Separate and Distinct**
    1. The goals of the OPA should not overlap with, or be substantially similar to, the objectives of you or your lab's ongoing MIT research projects to ensure clear separation of purpose. For example, if your MIT research is centered on a specific drug delivery pathway, the OPA should explore entirely different pathways or areas of research.
    2. Adequate differentiation ensures that any intellectual property disclosed to MIT does not share similarities or dependencies with intellectual property created through an OPA, and vice versa.
    3. Provide sufficient technical details about the deliverables of your OPA in the consulting questionnaire. This will enable your DLCI head and other relevant offices to help you make an objective and well-informed decision regarding the level of separation from your MIT Institutional Responsibilities.
3. **Guidance, Review and Approval Process**
    1. **Request Review:** For new OPAs or updates to existing engagements, you are expected to review details with your supervisor, DLCI head, Dean's Office, and/or COIC office before starting the engagement. This is especially important for example, if the engagement is with a foreign entity, involves potential sharing of restricted or sensitive information or you are unfamiliar with the organization or its mission. Using the consulting questionnaire to submit details for a proactive review will be a useful first step.
    2. **Submit Details:** Complete the Consulting Questionnaire in MyCOI-OPA+ with sufficient details for review by the DLCI head and/or your direct supervisor, grad officer or other appropriate administrator. The questionnaire provides guidance on how to complete and submit.
    3. **Attach Rider:** Once approved, attach the consulting rider to your OPA agreement. This is not required by MIT but is strongly encouraged as it is protective of you and your Institutional Responsibilities.
    4. **Disclosure:** Disclose your OPA details in MyCOI-OPA+ (or as instructed by your supervisor) within 30 days of starting a new engagement or renewing an existing one.
    5. **Annual Update:** If you have no new OPAs to report in a year, you will be prompted by the system to review and certify existing details one year from the date you last submitted or updated your disclosure. Please note that you should review and disclose new engagements as they arise throughout the year (within 30 days of engaging with a new entity)
    6. **Federal Positions:** If you hold a position at a federal sponsor (e.g., NIH, NSF, DARPA) related directly to project selection or funding decisions which solely impact MIT, please disclose in MyCOI-OPA+. This helps MIT identify and manage potential organizational

and institutional conflicts of interest.

4. **Use of MIT Resources, Name, Logo, Letterhead**
    1. **Incidental Use:** MIT allows for incidental use of your MIT-issued laptop or phone for OPA purposes, such as checking/responding to emails or making calls. Use of your MIT email or phone number for carrying out OPA business operations, marketing, solicitations, and other non-MIT related activities is strictly prohibited.
    2. **Prohibited Use:** Use of any MIT IT resources for an OPA may violate the terms of software licenses that MIT has obtained, which are generally intended for research purposes and not commercial purposes. Therefore, you may not download software provided for MIT-related business for OPA purposes nor can you store OPA-related files or records on MIT administered servers.
    3. **Publications from OPA:** Publications reporting work resulting from your OPAs are not MIT research publications nor is any opinion expressed in such a publication an official position of the Institute. Therefore, it is important to clearly state in any publication associated with OPA that the work is distinct from MIT research. For example: "This publication reflects Prof. Fomo's contributions as a consultant to NewCo and is not affiliated with their MIT research."
    4. **MIT Use of Name and Letterhead:** Using your MIT letterhead or other MIT-branded resources for providing letters of recommendation or support for students and other individuals as part of an OPA (such as a compensated tutoring program) is prohibited. Please use your personal letterhead for these purposes and ensure there is no implied connection with or endorsement by MIT.
    5. **MIT Affiliation:** An OPA involves a relationship established between an individual and an entity other than MIT. Therefore, that entity cannot imply affiliation with MIT or make reference to an affiliation with MIT, nor can it use MIT's name or logo in its content or on its website. If an OPA entity has publicity or advertising requests, please consult the Institute Office of Communications.

    See also: Policies & Procedures § 12.0 Relations with the Public, Use of MIT Name, and Facilities Use.

5. **Roles without Permitted Time**
    1. **Postdocs, Research Scientists and other research staff:** Review the relevant guidance document to understand and gather the high-level requirements for an exemption to the policy
        a. Approval for participation in OPAs will be determined by your supervisor. Complete the Consulting Questionnaire in MyCOI-OPA+ to submit details for review by your supervisor, DLCI head and others as indicated per departmental procedure.
        b. Provide any additional information requested during the review process.
        c. Upon approval, attach the consulting rider to your individual OPA agreement.
        d. Disclose details in MyCOI-OPA+ within 30 days of starting an OPA or agreement. If no new OPAs are reported in a year, you'll need to review and certify annually.
    2. **Visiting Appointments:** Whether your appointment is paid or unpaid, disclose OPAs at the start of your MIT appointment using MyCOI-OPA+.
    3. **Administrative Staff:** If there are OPAs to report, please discuss with your immediate supervisor and follow directions in Section 5.1(a)-(c) above. Administrative Staff should

complete the consulting questionnaire for any OPAs, which once approve, counts as a disclosure to MIT.

FAILURE TO COMPLY

1. **Disciplinary Action:** Non-compliance can lead to disciplinary measures, ranging from formal warnings to more severe actions such as a reprimand, oral or written, private or public; a period of suspension with or without pay; a reduction in salary; removal of privileges; or dismissal in accordance with MIT Policies and Procedures, depending on the severity of the violation.

2. **Restriction of OPA Privileges:** Individuals may lose their privilege to participate in Outside Professional Activities if they do not adhere to policy requirements.

3. **Damage to Professional Reputation:** Non-compliance can damage an individual's professional reputation both within MIT and in the broader academic and professional community.

4. **Legal and Financial Risks:** Violations may expose the individual and MIT to legal and financial risks, especially if conflicts lead to (IP) disputes or contractual breaches.

5. **Impact on Research and Institutional Relationships:** Failure to manage Conflicts of Commitment appropriately can jeopardize research integrity, affect relationships with research sponsors, and undermine the Institute's reputation.

It is important for MIT community members to follow the Conflict of Commitment policy to avoid these consequences and ensure the integrity and effectiveness of their professional responsibilities.

EXAMPLES OF CONFLICTS OF COMMITMENT

- **Excessive Time on Personal Consulting:** Spending more than the Permitted Time on personal consulting with a company or other organizations can detract from fulfilling Institutional Responsibilities.

- **Uncompensated Advisory Roles:** Accepting a volunteer position on a company's Scientific Advisory Board and having access to and/or divulging confidential information to/from the company, when the company is sponsoring the faculty member's research.

- **Misuse of Institute Resources:** Using MIT's office or laboratory space and administrative support for personal consulting work can divert resources intended for Institute-related activities.

- **Negative Impact on Instructional and Mentoring Duties:** Engaging graduate students, other researchers, or subordinates in personal consulting projects. While graduate students may be interested in the work performed on the consulting project, their involvement mainly serves the faculty member's personal and financial interests rather than the students' educational goals. The student's ability to publish may also be limited or restricted due to intellectual property restrictions and confidentiality provisions included in most OPA consulting agreements.

- **Lack of Separation Between Institutional and OPA Work:** OPA deliverables depend on institutional resources or intellectual property, without proper institutional permissions.