

CONFLICT OF INTEREST POLICY

Applying to all Faculty, Research Personnel and Administrative Employees

PURPOSE

- A. This Policy is adopted by the La Jolla Institute for Immunology, a California non-profit public benefit corporation (“LJI”) to establish safeguards to prevent all Faculty, Research Personnel, and Administrative Employees (“Covered Individual”) from using their positions for purposes that are, or give the appearance of being, motivated by a desire for personal financial gain or other benefit for themselves or their family, business, friends, or associates (a “Conflict of Interest”).
- B. Additionally, pursuant to the revised Code of Federal Regulations, Title 42 CFR Part 50, Subpart F, *Responsibility of Applicants for Promoting Objectivity in Research for Which PHS Funding is Sought* and Title 45 CFR Part 94, *Responsible Prospective Contractors*, this Policy promotes objectivity in research by establishing standards to ensure there is no reasonable expectation that the design, conduct, or reporting of research funded under Public Health Service (“PHS”) grants, cooperative agreements, or contracts will be biased or create the appearance of bias by any conflicting financial interest of an investigator responsible for the research.
- C. This Policy covers financial interests, gifts, gratuities and favors, political participation, and bribery. This Policy also indicates how outside activities, relationships, and financial interests are reviewed by LJI.
- D. The purpose of this Policy is to promote legal and ethical practices in connection with LJI’s research, business, and activities. The Policy is intended as one element of LJI’s efforts to encourage lawful and ethical conduct as an organization. This Policy acts as a general guide that: (i) defines policies and procedures; (ii) sets the tone for additional policies, guidelines and procedures that LJI maintains; (iii) provides information about how to report concerns or violations of those policies and procedures; and (iv) offers assurance that such reports will not be subject to any form of unlawful retaliation, pursuant to Section 2.11 below.
- E. LJI recognizes that Covered Individuals may properly have professional and personal interests that can create a Conflict of Interest with respect to LJI. Neither this Policy nor applicable law prohibits such interests or the occurrence of a Conflict of Interest situation, so long as the Conflict of Interest is properly disclosed in accordance with this Policy, and appropriate actions are taken to manage and report the Conflict of Interest and minimize the risk that LJI might suffer any detriment from the Conflict of Interest situation.
- F. It is recognized that a transaction involving a Conflict of Interest might be subject to rescission by LJI and claims for damages, if proper disclosure and approval does not occur.

GENERAL STATEMENT OF POLICY

1. It is the Policy of LJI that all Covered Individuals will arrange outside obligations, financial interests, consultations and other activities so as to avoid or minimize Conflicts of Interest and that, if a Conflict of Interest

situation arises, then the Covered Individual must disclose the situation in writing to LJI and address the situation as set forth in this Policy. LJI activities and research must be conducted in an objective, publicly-disclosed manner, free from any undue influence or the perception of such influence arising from any such Conflict of Interest.

2. Covered Individuals are subject to and must comply with the applicable laws of the United States and other countries where LJI conducts business. Covered Individuals shall observe and maintain high standards of ethical and lawful conduct in their relationships with other scientists, suppliers, subcontractors, competitors, entities with which LJI has funding agreements or licensing arrangements, and other outside obligations. Covered Individuals shall not act in an unreasonable, unprofessional manner that could create cause for concern, unfavorable publicity, or embarrassment or reputational damage to LJI.

1. DEFINITIONS

1.1 Covered Individuals: Includes Faculty, research employees of LJI, and subrecipients on LJI grants who are subject to this Policy pursuant to Section 4.4(a) of this Policy. In addition, LJI at its discretion may designate additional employees, including administrative employees, as covered by this Policy.

1.2 Affiliate of Covered Individual: The Covered Individual's spouse (or equivalent domestic partner), sibling, descendent, ancestor, or business enterprise in which the Covered Individual or the Affiliate of Covered Individual has an ownership interest.

1.3 Conflict of Interest: A situation in which a Covered Individual, or an Affiliate of Covered Individual, has a Significant Financial Interest (or other personal interest) that may compromise, or have the appearance of compromising, the Covered Individual's judgment in conducting or reporting research or performing duties for LJI.

1.4 Conflict of Interest Policy Disclosure Form: Attached Appendix A. To be completed as indicated in Section 3.0.

1.5 Conflict Review Committee ("CRC"): The CRC will be made up of the President of LJI and no less than 3 additional individuals appointed by the President of LJI, including the CRO and a representative from the Faculty, and shall meet to review, as needed, Conflicts of Interest cases identified by the CRO. If a Conflict of Interest case involves a member of the CRC, that member shall be recused from the case, and an alternate member shall be appointed if necessary to meet the minimum number of 4 individuals on the CRC.

1.6 Conflict Review Officer ("CRO"): The CRO shall be the Chief Operating Officer of LJI. The CRO is responsible for the review of all Disclosure Forms from each Covered Individual, and other pertinent information, to assess the likelihood of whether a Conflict of Interest exists, and to forward these forms and other pertinent information to the Conflict Review Committee (CRC) for further review if necessary. For the CRO and Institute President, these forms will be reviewed by outside counsel when a Significant Financial Interest is reported.

1.7 Faculty & Research Employee Conflict of Interest Policy Training Certification: Attached Appendix C. This form must be completed as indicated in Section 2.2 and returned to Technology Development Department for PHS reporting purposes.

1.8 Significant Financial Interest: Anything of monetary value, including but not limited to, salary or other payments for services (e.g., consulting fees, honoraria, or paid authorship); any equity interests (e.g., stocks, stock options, or other ownership interests); reimbursed or sponsored travel (except as set forth below); and intellectual property rights (e.g., patents or copyrights, or royalties from such patents or copyrights, or license rights to use such patents or copyrights) upon receipt of income related to such rights and interests. However, the term does not include:

- (a) salary, royalty sharing, or other remuneration from LJI;

- (b) income from seminars, lectures, editorial work or teaching engagements sponsored by a United States governmental agency; a United States institution of higher education, academic teaching hospital, or medical center; a research institute that is affiliated with a United States institution of higher education; or other non-profit organizations promoting research such as professional societies and non-profit publishers or private charities¹;
- (c) income from service on advisory committees or review panels for a United States governmental agency; a United States institution of higher education, academic teaching hospital, or medical center; a research institute that is affiliated with a United States institution of higher education, or other non-profit organizations supporting or promoting research such as professional societies or private charities;
- (d) salary or other payments for services (e.g. consulting fees, honoraria paid authorship) from business enterprises received by the Covered Individual and/or the Affiliate of Covered Individual in the twelve months preceding disclosure and the value of any equity interest in a **publicly-traded** company² held as the date of disclosure, that, when aggregated, do not exceed a value of \$5,000 in the aggregate, and that are not expected to exceed a value of \$5,000 in the aggregate over any future twelve (12) month period;
- (e) income from investment vehicles (e.g., mutual funds and retirement accounts) provided that Covered Individual and/or Affiliate of Covered Individual does not directly control the investment decisions made in such vehicles; or
- (f) travel that is reimbursed or sponsored by a United States governmental agency; a United States institution of higher education, academic teaching hospital, or medical center; a research institute that is affiliated with a United States institution of higher education; or other non-profit organizations promoting research such as professional societies and non-profit publishers or private charities.

1.10 Technology Development Department(“TDD”): TDD is responsible for obtaining from all Covered Individuals their Conflict of Interest Policy Disclosure Forms and providing such forms to the CRO for review.

2. THE RESPONSIBILITIES OF THE COVERED INDIVIDUAL UNDER THIS POLICY

All Covered Individuals have an obligation to become familiar with, and abide by, the provisions of this Policy.

2.1 Scientific Research. LJI requires and promotes objectivity in all scientific research conducted by Covered Individuals and their subgrantees, contractors, and collaborators. Each Covered Individual is required to identify and disclose in writing to LJI in a Conflict of Interest Policy Disclosure Form all information that is relevant to any potential Conflict of Interest situation. Accordingly, each Covered Individual is required to design, conduct, and report all of the Covered Individual’s research without any adverse influence or bias from any Conflict of Interest. Each Covered Individual understands and agrees that LJI is authorized to furnish all relevant information concerning a Conflict of Interest situation to the agency or source providing funding for the Covered Individual’s research as may be required, and may disclose such conflict in the work product itself as LJI deems appropriate.

¹ Investigators, including subrecipient Investigators, must disclose all financial interests received from a foreign Institution of higher education or the government of another country (which includes local, provincial, or equivalent governments of another country). NIH Notice No. NOT-OD-18-160 (March 30, 2018), “Financial Conflict of Interest: Investigator Disclosures of Foreign Financial Interests,” <https://grants.nih.gov/grants/guide/notice-files/NOT-OD-18-160.html>.

² Any equity interest in a non-publicly traded company held by the Covered Individual, or an Affiliate of Covered Individual, as of the date of disclosure constitutes a Significant Financial Interest, regardless of the amount.

2.2 Conflict of Interest Training. A Covered Individual must complete conflict of interest training prior to engaging in research activities related to any PHS grants, cooperative agreements, or contracts by completing the NIH Financial Conflict of Interest Tutorial (<http://grants.nih.gov/grants/policy/coi/tutorial2011/fcoi.htm>) and certify in writing that the Covered Individual has completed the NIH Financial Conflict of Interest Tutorial, reviewed this Policy, and acknowledge that Covered Individual's conduct is governed by this Policy on the Faculty Member and Research Employee Conflict of Interest Policy Training Certification Form (Appendix C). In addition, the Conflict of Interest Training must be completed at least every 4 years or immediately under the following situations:

- (a) this Policy changes in a manner that affects Covered Individuals' requirements;
- (b) a Covered Individual is new to LJI; or
- (c) LJI determines a Covered Individual is non-compliant with this Policy or a management plan made pursuant to Section 5 of this Policy.

2.3 Fair Dealing. LJI strives to be regarded as carrying out its business with integrity. LJI intends to succeed in its mission through superior performance and fair dealings by LJI Covered Individuals. Under federal and state laws, LJI is prohibited from engaging in unfair methods of competition and unfair deceptive acts and practices. Every Covered Individual will:

- (a) not participate in or accept any plan, transaction, or arrangement involving unlawful or unethical conduct; and
- (b) not partake in bribery or payments to influence judgment or improper conduct to ensure a desired outcome or action.

2.4 Compliance with Accounting and Disclosure Control Policy. As applicable to a Covered Individual's activities for LJI, Covered Individuals must: i) maintain complete and accurate personal and professional financial records and report complete and accurate personal and professional financial information; and ii) gather, tabulate, and report all financial data in accordance with all applicable accounting, IRS, legal, and granting agency regulations.

2.5 Confidential and Proprietary Information. All confidential or proprietary information concerning LJI is the property of LJI and must be protected. Every Covered Individual will maintain the confidentiality of LJI's confidential and proprietary information, and will use LJI's confidential and proprietary information only for the benefit of LJI in accordance with the purposes and policies of LJI. A Covered Individual will not share confidential, unpublished, or proprietary information, research results, or research products of LJI with a business in which the Covered Individual has or seeks to have a Significant Financial Interest.

2.6 Protection and Proper Use of LJI Assets. Covered Individuals are responsible for the proper use, conservation and protection of LJI's assets. Assets are to be used only for the legitimate business of LJI. Assets include, but are not limited to: monetary resources, intellectual property such as patents, trademarks, copyrights, proprietary information, designs, databases, physical facilities, laboratories, laboratory notebooks, computers, networks and information related to how LJI conducts its business. A Covered Individual will not directly or indirectly use, lease, rent, trade or sell real property, personal property, or intellectual property belonging to LJI for the personal benefit of the Covered Individual or an Affiliate of Covered Individual.

2.7 Gifts and Gratuities. Covered Individuals will not, directly or indirectly, solicit or accept a gratuity, gift, entertainment or favor of material value in connection with conducting business on behalf of LJI without disclosing the same to the CRO and offering to convey the same to LJI. Questions regarding the appropriateness of gifts should be directed to the CRO. Honorarium given as part of a scientific award or presentation is allowed. Reasonable expenses for meals and entertainment as part of a seminar, convention, or business meeting are not within the definition of gifts for purposes of this Policy. Every Covered Individual will:

- (a) not accept honoraria, consulting fees, or other remuneration from a company that might

influence or give the perception of influencing the recipient's objectivity in research and/or publication of the results of such research;

- (b) not accept a gift, gratuity, entertainment or favors of a value or significance that in accepting such, the Covered Individual's exercise of independent and objective judgment would or might be compromised; and
- (c) not provide gifts to government staff members.

2.8 Lobbying Purposes or Political Contributions. A Covered Individual will not use LJI resources, facilities, personnel, equipment, or confidential information, for lobbying purposes or political contributions.

2.9 General Conflicts of Interest. Covered Individuals shall not use their positions for purposes that are, or give the appearance of being, motivated by a desire for personal financial gain for the Covered Individual or an Affiliate of Covered Individual. The best interests of LJI must be at the forefront of any work-related activity or decision. A Covered Individual will:

- (a) not serve as an officer, director, employee, committee member, agent, representative or consultant to any business other than LJI when such service may adversely affect his/her responsibilities to LJI;
- (b) inform LJI whenever he/she becomes aware of, or is involved in, directly or indirectly, a business transaction between LJI and a business association in which he/she has activities or he/she or any Affiliate has a Significant Financial Interest;
- (c) not engage in consulting or extramural activities that might impair his/her independence of judgment in the performance of his/her duties and responsibilities to LJI. All Covered Individuals must abide by LJI's Uniform Consulting Agreement Provisions (Appendix B) in connection with any consulting services to third parties. All such arrangements must be disclosed and approved in accordance with LJI's Staff Guidelines, and the CRO will advise the Covered Individual of LJI's position;
- (d) contact the CRO if requesting to serve as a member of the Board of Directors of outside companies.
- (e) ensure that the manner of his/her participation in outside non-profit activities does not imply LJI's endorsement or sponsorship, and does not affect the Covered Individual's primary commitment to LJI;
- (f) not enter into a sponsored research agreement or a collaboration arrangement with an outside organization or business without prior notification and approval by LJI. Any sponsored research agreement or a collaboration arrangement for work to be done at LJI must be negotiated and approved by LJI as a party to the agreement for the work and executed by an authorized signatory of LJI.

2.10 Cooperation. Each Covered Individual will cooperate with LJI to comply with the procedures set forth in this Policy, in order to minimize risks of any General Conflict of Interest and any detriment to LJI.

2.11 Non-Retaliation. LJI strictly prohibits retaliation or reprisal against any Covered Individual who makes a good faith report of a violation or suspected violation. Anyone who retaliates against a Covered Individual who in good faith reports possible misconduct will be subject to appropriate disciplinary action. If you believe you are the subject of retaliation following a report of possible misconduct, you should immediately notify the Senior Director of Human Resources, CRO, or President of LJI.

3. REPORTING OBLIGATIONS UNDER THIS POLICY

Each Covered Individual shall become familiar with this Policy and its reporting procedures.

3.1 Upon Hiring. Each Covered Individual shall receive a copy of this Policy and shall complete the Conflict of Interest Policy Disclosure Form (Appendix A).

3.2 Annually. Each Covered Individual shall complete the Conflict of Interest Policy Disclosure Form (Appendix A).

3.3 Situation Change. Each Covered Individual shall promptly notify the CRO or TDD, by completing an updated Conflict of Interest Policy Disclosure Form (Appendix A) if any changes regarding possible Conflicts of Interests have occurred. Covered Individuals will have 30 days to so report any such changes creating new possible conflicts.

4. THE RESPONSIBILITIES OF LJI UNDER THIS POLICY

4.1 Reporting Procedures. LJI will adhere to the following responsibilities for regulating all aspects of this Policy. All Conflict of Interest Policy Disclosure Forms will be reviewed promptly by the CRO. Each Covered Individual is required to fully cooperate with any inquiry conducted by LJI concerning a potential Conflict of Interest. All inquiries and possible results thereof will be kept confidential, to the extent permitted by applicable laws, regulations, and LJI Policy; but subject to disclosure of final results to the research funding source and disclosure of financial Conflicts of Interest as required by scientific journals, conferences or other outlets in which Covered Individuals research will be presented.

4.2 Resolving Alleged Violations of this Policy.

- (a) In order to protect LJI and continued eligibility for funding, protect patient safety and welfare, and preserve the integrity of LJI research, disciplinary action may be warranted for Covered Individuals who do not comply with this Policy. Noncompliance with this policy and/or written recommendations of the CRC shall be reported to the President of LJI by the CRO. The President shall communicate in writing to the CRC and the Covered Individual involved a directive for the elimination or management of such noncompliance. The involved Covered Individual shall provide a written report acknowledging compliance with the directive to the CRC.
- (b) If an individual subject to this policy does not comply with a directive of the President, disciplinary action, including but not limited to one or of the following may be imposed upon the noncompliant individual, at the discretion of the President: a) research activities may be put on hold; b) clinical activities may be put on hold; c) ineligibility for internal funding; d) financial penalties may be assessed on the faculty member's research account. Failure to comply with a directive of the President concerning this policy may also, at the determination of the President, constitute good cause shown as grounds for termination in accordance with the LJI policies and procedures.
- (c) In matters where the noncompliant party is the President or the CRO, the matter will be reported by the CRC to the Board of Directors, the Board will provide the communication to the President to eliminate or manage the noncompliant activity, and the Board will make determinations regarding any disciplinary action.

4.3 Record Management. LJI will maintain records of all Conflict of Interest Disclosure Forms and of all actions taken to resolve Conflict of Interest situations, for at least 7 years after the date of the submission of the final expenditure report for related research, or until the resolution of any LJI or governmental action involving those records, whichever is longer.

4.4 Subrecipient Research. If LJI carries out research through a subrecipient (e.g., subcontractors or consortium members), LJI must take reasonable steps to ensure that any subrecipient Investigator complies with Title 42 CFR Part 50, subpart F and 45 CFR Part 94 by incorporating as part of a written agreement with the subrecipient terms

that establish whether this Policy or the financial conflicts of interest policy of the subrecipient will apply to the subrecipient investigators.

- (a) If the subrecipient's policy applies, the subrecipient shall certify as part of the agreement referenced above that its policy complies with Title 42 CFR Part 50, subpart F and 45 CFR Part 94. If the subrecipient cannot provide such certification, the agreement shall state that subrecipient Investigators are subject to this Policy for disclosing Significant Financial Interests that are directly related to the subrecipient's work for LJI.
- (b) The agreement referenced above shall specify time period(s) for the subrecipient to report all identified financial conflicts of interest (if its policy applies) or all investigator disclosures of significant financial interests (if this Policy applies) to LJI. Such time period(s) shall be sufficient to enable LJI to provide timely financial Conflict of Interest reports, as necessary, to comply with its reporting obligations.

4.5 Undisclosed Significant Financial Interest. Whenever LJI identifies a Significant Financial Interest that was not disclosed timely by a Covered Individual or, for whatever reason, was not previously reviewed by LJI during an ongoing research project (e.g., was not timely reviewed or reported by a subrecipient), the CRO and CRC shall, within sixty days: review the Significant Financial Interest; determine whether it is related to PHS-funded research; determine whether a financial Conflict of Interest exists; and, if so, take all actions required by 42 CFR Part 50, Subpart F.

5. PROCEDURE FOR REVIEW AND CONFLICT RESOLUTION

5.1 CRO Review. LJI and all Covered Individuals will follow the procedure below for reporting and resolving possible Conflict of Interest situations. The CRO shall review all Conflict of Interest Policy Disclosure Forms, and any other reported possible Conflict of Interests. If the CRO believes that a Conflict of Interest may exist that requires further review, the CRO will forward relevant information regarding the conflict to the CRC. The CRO may also provide the CRC with a recommended plan to best manage the conflict situation going forward.

5.2 Determination. If a Conflict of Interest is determined by the CRC to exist, the CRC may i) concur with the CRO's recommended plan for managing the conflict situation; ii) agree on a modification to the CRO's recommended plan; or iii) the CRC (or its designee) may meet and confer with the affected Covered Individual, and design a plan appropriate for the specific situation, which plan may include requiring the Covered Individual to take actions which manage, reduce or eliminate the conflict.

- (a) Any such plan shall include the following conditions or restrictions to manage a financial Conflict of Interest, as applicable:
 - (i) Public disclosure of financial Conflicts of Interest when presenting or publishing the research; and
 - (ii) For research projects involving human subjects research, written disclosure of financial Conflicts of Interest directly to participants.
- (b) Additional examples of conditions or restrictions that may be imposed to manage a financial conflict of interest include, but are not limited to:
 - (i) Appointment of an independent monitor capable of taking measures to protect the design, conduct, and reporting of the research against bias resulting from the financial conflict of interest;
 - (ii) Modification of the research plan;
 - (iii) Change of personnel or personnel responsibilities, or disqualification of personnel from participation in all or a portion of the research;
 - (iv) Reduction or elimination of the financial interest (e.g., sale of an equity interest); or

- (v) Severance of relationships that create financial conflicts.

5.3 Approval of CRC Recommendation. A written copy of such plan will be forwarded to the LJI President or his designee for review and approval. LJI's President will have final review and approval on the issue of the existence of a Conflict of Interest and the plan for addressing it. In the event that the President of LJI is a Covered Individual that has a Significant Financial Interest as determined by the CRO, the Director of Scientific Affairs of LJI shall execute the responsibilities of the President of LJI in accordance with this Policy.

6. REFERENCES AND RELATED POLICIES

42 CFR Part 50, Subpart F, *Responsibility of Applicants for Promoting Objectivity in Research for Which PHS Funding is Sought*

45 CFR Part 94, *Responsible Prospective Contractors*

NIH Financial Conflict of Interest (<http://grants.nih.gov/grants/policy/coi/>)

NIH Notice No. NOT-OD-18-160 (March 30, 2018), "Financial Conflict of Interest: Investigator Disclosures of Foreign Financial Interests," <https://grants.nih.gov/grants/guide/notice-files/NOT-OD-18-160.html>

**APPENDIX A
LA JOLLA INSTITUTE FOR IMMUNOLOGY
CONFLICT OF INTEREST POLICY DISCLOSURE FORM**

ANNUAL

NEW HIRE

SITUATION CHANGE

Name: _____ Title: _____

This form implements La Jolla Institute for Immunology (“LJI”) Conflict of Interest Policy (the “COI Policy”) and Public Health Services regulations. You are required to list potential areas of conflict described in the COI Policy. Please refer to the COI Policy if you have any questions while completing this form. The COI Policy and the below questions also apply to your spouse, domestic partner, siblings, descendants and ancestors (hereinafter “Affiliates”).

If disclosure is for situation change please respond to each of the below statements in regard to the specific engagement being disclosed, rather than in the past 12 months.

Please note that you DO NOT need to report payment from or travel reimbursed/sponsored by: (1) United States governmental agency; (2) a United States institution of higher education, United States academic teaching hospital, or a United States medical center; (3) a research institute that is affiliated with a United States institution of higher education; or (4) other United States non-profit organizations promoting research such as professional societies and non-profit publishers or private charities.

I. Financial Interest

A. Payment and Equity Interests

Definitions:

- (a.) Payment includes: salary and any payment for services not otherwise identified as salary, e.g., consulting fees, honoraria, paid authorship
- (b.) 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.

Please note that you do not need to include any interest in or income from investment vehicles, such as mutual fund, retirement accounts, etc. or investments that are clearly unrelated to your activities and responsibilities at LJI (or if you are a subrecipient on a grant or contract awarded to LJI, you do not need to include investments that are clearly unrelated to your activities and responsibilities under the subaward).

I and/or any Affiliate of mine have received from:

- (i) For Profit Publicly Traded Entity – payment + equity which in aggregate exceeds \$5,000
 NO YES
- (ii) For Profit Privately Traded Entity – payment in excess of \$5000 or equity interest in any amount
 NO YES
- (iii) Non-Profit Foreign Entity – payment in any amount
 NO YES

If YES to any of the above, please list the entity name(s) and nature of the entity, amount of payment and/or equity interest and your relationship with such entity.

B. Travel Reimbursement or Sponsored Travel

In the past 12 months, I have undertaken travel sponsored or reimbursed by:

(i.) For Profit Entity (US and/or Foreign) – NO YES

(ii.) Foreign Non-Profit - NO YES

If YES to any of the above, list each instance of sponsored or reimbursed travel, the purpose of the trip, the identity of the sponsor/organizer, the destination, the duration, and the approximate monetary value.

C. Third Party Employment and/or Consulting Arrangements

I have been asked to take a senior management position (e.g. CEO, CSO) and/or provide consulting services to *any* of the following entities that has not been previously disclosed to LJI.

(i.) Commercial third party (US and/or Foreign) NO YES

(ii.) Foreign government or foreign non-profit. NO YES

If YES, list the name of the entity, the proposed scope of services and how they relate or do not relate to your responsibilities as an employee of LJI.

D. Intellectual Property

In the past 12 months, I have received income (of any amount) related to rights and interests in intellectual property, such as patents and copyrights, from an entity other than LJI.

NO YES

If YES, list each such amount of payment, the name and number of the related patent or work, describe the nature of the payment, and the name and nature of the entity from which it was or is being received.

If you answered NO to all of Section I (A-D) above, please skip to Section III.

II. In Relation to Your LJI Activities and Responsibilities.

If you answered yes to any of the above Section I (A-D), please answer the following.

A. Does your research or responsibilities at LJI overlap with the business or research of any of the entities listed above?

NO YES

If YES, please describe the nature of the overlap.

B. Do your research or responsibilities as an employee of LJI involve any of the entities listed above or any product or service being developed, marketed or sold by any of the entities listed above?

NO YES

If YES, please describe such responsibilities and the nature of the product or service.

C. If you are a researcher at LJI, do any of the entities listed above provide support of any kind to your laboratory or anyone in your laboratory?

NO YES NA

If YES, please describe the nature of such support.

D. Could one or more of the financial interests disclosed in your responses in Section I above directly and significantly affect the design, conduct or reporting of your research or your work responsibilities at LJI?

NO YES

If YES, please describe the research project (including funding agency and grant number, if applicable) or work responsibilities and how the financial interest could affect it.

III. Required Signatures

INDIVIDUAL CERTIFICATION

I certify that, to the best of my knowledge, the responses on this form are true, complete and accurate. I understand that I have a continuing obligation to update this form when there is any material change to the responses provided.

Signature

Date

INSTITUTIONAL CERTIFICATION

No further review required.

Signature

Date

Further review required.

Signature of Conflict Review Officer

Template Do Not Complete

APPENDIX B

LA JOLLA INSTITUTE FOR IMMUNOLOGY UNIFORM CONSULTING AGREEMENT PROVISIONS

1. All arrangements in which a member of the staff of La Jolla Institute for Immunology ("LJI") provides consulting services to any profit making or commercial organization (hereinafter referred to as a "COMPANY") shall refer to these Uniform Consulting Agreement Provisions ("Uniform Provisions") by specific reference and attach same to the agreement or include same verbatim in the agreement. If anything in an agreement to provide consulting services between COMPANY and a LJI staff member ("CONSULTANT") is inconsistent with these Uniform Provisions, these Uniform Provisions shall govern. No such agreement shall be of any force or effect unless it is subject to these Uniform Provisions and is approved in writing by LJI's Technology Development department.
2. LJI staff members shall spend no more than a total of 20 percent of their professional effort in consulting services for all Companies unless approved in advance by the President of LJI. Consulting agreements shall specify the amount of time to be expended in consulting for the COMPANY. Consulting fees shall be paid directly to the CONSULTANT. Such consulting services shall not involve any research or laboratory work.
3. Neither the name nor reputation of LJI shall be publicized or exploited directly or indirectly by the COMPANY. The COMPANY and the CONSULTANT shall hold LJI and their officers, directors and employees harmless from all claims, charges damages, and judgments arising from consulting services. Neither the COMPANY nor the CONSULTANT shall use any services, personnel, facilities or equipment of LJI in performing consulting services.
4. CONSULTANT's rights, title and interest in inventions, and discoveries and developments arising from COMPANY funded consulting services made solely or jointly with COMPANY employees or agents may be assigned to the COMPANY, so long as the provisions in Section 5 below are not applicable.
5. COMPANY shall not obtain any rights in or respecting any invention, discovery or development of the CONSULTANT which: (a) was conceived, reduced to practice, published, or submitted for publication, by the CONSULTANT as a result of CONSULTANT's work at LJI; (b) was at any time conceived or reduced to practice independent of consulting services performed hereunder; (c) is the result of work conducted within LJI; or (d) is subject to CONSULTANT's obligation to assign to LJI.
6. The COMPANY shall have no rights or interests in any of the inventions, discoveries, developments, improvements, or products which may arise from the research or other scientific work performed by the CONSULTANT outside the scope of the consulting agreement or performed by other scientists of LJI. Further, it is understood that the CONSULTANT shall not disclose to the COMPANY any such research or other scientific work to the extent that any such disclosure might impair the patent rights or the proprietary rights of LJI or other third parties.
7. In the event of any dispute as to whether LJI has any rights in an invention which COMPANY claims to own, the determination of inventorship, conception, and/or reduction to practice shall be determined jointly by patent counsel for LJI and patent counsel for COMPANY, according to the patent laws of the United States. In the event such patent counsel cannot mutually agree, then the determination shall be by a qualified and independent patent lawyer nominated by LJI and approved by COMPANY, which approval shall not be withheld unreasonably. The independent patent attorney shall serve as a sole arbitrator, to whom LJI and COMPANY shall submit their proofs and arguments. If COMPANY does not approve the appointment of said independent patent lawyer, then San Diego County Superior Court shall appoint an independent patent lawyer to serve as the arbitrator. LJI and COMPANY shall share equally in paying the costs and fees of the independent patent attorney. The arbitrator may interview all persons and review all documents which the arbitrator deems necessary or proper to reach a determination. Such determination shall be binding upon LJI and COMPANY; excepting only, however, if a different determination is made later by the United States Patent and Trademark Office or by a United States court in proceedings initiated by a

third party (other than LJI or COMPANY), and LJI and COMPANY are given an opportunity to participate in said proceedings, then LJI and COMPANY hereby agree to be bound by said different determination.

8. Nothing in the consulting agreement shall limit or be construed to limit the right of CONSULTANT or of LJI to use or publish information which (a) was in the public domain before the consulting services were performed, (b) was known to LJI, before the consulting services were performed, (c) was developed or acquired independently of the COMPANY or LJI, or (d) becomes public knowledge without breach by CONSULTANT or any obligations of confidence to COMPANY or LJI.

9. The Uniform Provisions shall be and hereby are in force and effect for the entire term of any consulting agreement between CONSULTANT and COMPANY.

10. Upon termination of consulting services, the CONSULTANT shall, if requested by the COMPANY, leave all notes and records of his/her consulting services with COMPANY, but shall be entitled to retain one copy thereof for archival purposes, subject to any obligations of confidence to COMPANY.

11. If the COMPANY calls upon the CONSULTANT to testify in any expert capacity, in Court, deposition or otherwise, the COMPANY shall pay the CONSULTANT for all time spent in preparing for and giving such testimony at a rate no lower than a pro rata fee commensurate with the consulting fee set forth in the consulting agreement, adjusted for inflation, and in addition, shall pay lodging, travel and other actual costs incurred by the CONSULTANT in connection with such testimony.

12. The consulting agreement and these Uniform Provisions shall be construed and enforced, as applicable, in accordance with the United States patent laws.

13. Paragraphs 4, 5, 6, 7, 8, 10, 11 and 12 shall survive termination.

ACCEPTED AND AGREED BY:

COMPANY: By: _____
Date: _____
Title: _____

CONSULTANT: _____ Date: _____

ACKNOWLEDGED AND APPROVED BY:

Consulting Agreement approved by La Jolla Institute for Immunology, San Diego, California, this _____ day of _____, 20____.

Margaret Hing
VP, Legal Affairs and IP
La Jolla Institute for Immunology

APPENDIX C

LA JOLLA INSTITUTE FOR IMMUNOLOGY

EMPLOYEE
CONFLICT OF INTEREST POLICY TRAINING CERTIFICATION

Date: _____

Name: _____

Position: _____

CERTIFICATION

I hereby certify that:

- I have taken the NIH Financial Conflict of Interest Tutorial located at <http://grants.nih.gov/grants/policy/coi/tutorial2011/fcoi.htm>;
- I have reviewed the Institute's Conflict of Interest Policy (COI Policy); and
- I understand that my conduct is governed by the COI Policy.

Signature

Date