ARIZONA BOARD OF REGENTS
POLICY MANUAL

3-901 Conflict of Interest

Revision Dates

10/1/2026, 9/26/2014, 4/8/2011, 12/10/2010, 1/29/2010 (adopted)

ARTICLE I. CONFLICT OF INTEREST

A. All regents and board and university employees must comply with Arizona conflict of interest laws. Civil and criminal penalties under applicable laws may result to an individual who fails to comply with these laws. The following rules are provided to assist in that compliance.

1. A regent or employee who has, or whose relative has, a substantial interest as defined in Arizona law in any contract with, sale to, purchase from, service for, or decision by the board or university must do two things:

   a. University employees must disclose their substantial interest pursuant to procedures developed by the employing university. Regents and System office employees must disclose their substantial interests to board counsel pursuant to System office procedures. All regents and employees must keep their disclosures current by updating them whenever the disclosed interest or relationship changes. In addition, regents and System office employees will be required to submit updated disclosures annually.

   b. Except as otherwise permitted in this policy or in applicable law, the regent or employee also must refrain from participating in any manner in the contract, sale, purchase, or decision.

2. A regent or employee may supply equipment, material, supplies, or services to the board or university only if the contract is awarded after public competitive bidding.

3. During board or university service or employment and for 12 months after leaving board or university service or employment, a regent or employee may not represent another person for compensation before the board or university on a matter:

   a. If the regent or employee was directly concerned with the matter while a regent or board or university employee,

   b. If the regent or employee personally participated in the matter during his or her board or university service or employment, and

c. If the matter involved a substantial and material exercise of administrative discretion by the regent or employee.

4. During board or university service or employment and for two years after leaving the board or university, a regent or employee may not disclose or use for his or her personal profit any information disclosed to him or her in the course of his or her official board or university duties that has been clearly designated to him or her as confidential or that is declared confidential by law. An appropriate board or university representative may authorize exceptions to this prohibition.

5. A regent or employee may not receive or agree to receive compensation (other than as provided by law) for any service rendered in any matter pending at the board or university.

6. A regent or employee may not use or attempt to use his or her official position to secure any valuable thing or benefit that would not ordinarily accrue in the performance of his or her official duties, if the thing or benefit is of such character as to manifest a substantial and improper influence on the regent or employee.

7. Except as otherwise expressly permitted in this policy or in applicable law, if a regent or employee is significantly involved in initiating, negotiating, securing, drafting, or creating a contract on behalf of the board or a university:

   a. The board or the university has the right, within three (3) years after its execution, to cancel the contract if the regent or employee is or becomes an employee or agent of any other party to the contract while the contract or any extension of the contract is in effect; and

   b. The board or the university has the right, within three (3) years after its execution, to cancel the contract if the regent or employee is or becomes a consultant with respect to the subject matter of the contract to any other party to the contract while the contract or any extension of the contract is in effect.

B. Conflict management for transactions involving transfer of technology to employees or regents.

1. Subject to this policy, a university may license or otherwise transfer board owned technology developed by a regent or employee of the board or a university to that regent or employee or to a private entity in which the regent or employee maintains a substantial interest.

2. Prior to entering any agreement for the transfer of intellectual property:

a. The university must identify, on a case-by-case basis, individual and institutional conflicts of interest and conflicts of commitment that may arise as a result of the proposed transfer.

b. The university must determine whether the potential conflicts are manageable.

c. If the potential conflicts are manageable, the university must develop a conflict management plan and enter agreements as necessary for the appropriate management and oversight of the potential conflicts in conformance with board and university policy and the guidelines for conflict management adopted by the board.

d. University counsel must approve the final agreement for license, assignment, or transfer.

C. Duty of Candor

Regents and employees have a continuing duty to disclose and to provide accurate and complete information regarding potential conflicts of interest and other information necessary for the implementation of this policy.

D. Definitions

"Relative" and "substantial interest" have the definitions set forth in A.R.S. § 38-502.

E. Federal laws on objectivity in research

Each university will adopt policies and procedures to promote objectivity in research and to comply with federal disclosure requirements for federally funded research.

Policy History

1/29/2010	Approved by the Board on second reading.
12/10/2010	Policy revision approved by the Board on second reading.
4/8/2011	Policy revision approved by the Board on second reading.
9/26/2014	Policy revision approved by the Board on second reading.
10/1/2026	Policy revision approved by the Board on second reading.

Related Information