



CONFLICT OF INTEREST POLICY

Applying to all Faculty Professors, Research and Senior Administrative Employees

PURPOSE

- A. This Policy is adopted by the La Jolla Institute for Allergy & Immunology, a California non-profit public benefit corporation (“LIAI”) to establish safeguards to prevent all Faculty Professors, Research, and Senior 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 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 LIAI.
- D. The purpose of this Policy is to promote legal and ethical practices in connection with LIAI’s research, business, and activities. The Policy is intended as one element of LIAI’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 LIAI 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.
- E. It is recognized that Conflict of Interest situations may arise from time to time. Neither this Policy nor applicable law prohibits the occurrence of a Conflict of Interest situation, so long as the situation is properly disclosed, and appropriate actions are taken to minimize the risk that LIAI 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 LIAI and claims for damages, if proper disclosure and approval does not occur.

GENERAL STATEMENT OF POLICY

1. It is the Policy of LIAI 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 LIAI and address the situation as set forth in this Policy. LIAI 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 LIAI 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 LIAI has funding agreements or licensing arrangements, and other outside obligations. Any action taken by a Covered Individual shall be fully reasonable, and should not be cause for concern, unfavorable publicity, or embarrassment if disclosed.

1. DEFINITIONS

1.1 Covered Individuals: Faculty professors, research and senior administrative employees (i.e., manager level positions and above) of LIAI.

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 LIAI.

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

1.5 Significant Financial Interest: Anything of monetary value, including but not limited to, salary or other payments for services (e.g. consulting fees or honoraria); any equity interests (e.g., stocks, stock options, or other ownership interests); reimbursements for travel or sponsored travel other than travel that has been reimbursed by governmental or non-profit entities; 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). However, the term does not include:

- (a) salary, royalty sharing, or other remuneration from LIAI;
- (b) income from seminars, lectures, or teaching engagements sponsored by governmental or non-profit entities;

- (c) income from service on advisory committees or review panels for governmental or non-profit entities;
- (d) salary, royalties, fees, and/or other payments for bona fide fair market value business transactions from business enterprises given to the Covered Individual and/or the Affiliate of Covered Individual, that did not exceed a value of \$5,000 in the aggregate during the past twelve (12) months, 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 retirements) provided that Covered Individual and/or Affiliate of Covered Individual does not directly control the investment decisions made in such vehicles; or
- (f) reimbursed travel or sponsored travel by governmental or non-profit entities.

1.6 Faculty Professor & 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 OSR for PHS reporting purposes.

1.7 Conflict Review Officer (“CRO”): The CRO shall be the Chief Business Officer, Business Development of LIAI. 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 CRC for further review if necessary.

1.8 Conflict Review Committee (“CRC”): The CRC will be made up of no less than 3 individuals but not more than 5 individuals appointed by the President of LIAI, including the CRO and a representative from the Faculty, and shall meet to review, as needed, Conflicts of Interest cases identified by the CRO.

1.9 Office of Sponsored Research (“OSR”): OSR is responsible for obtaining from all Faculty Professors and Research Employees their Conflict of Interest Policy Disclosure Forms .

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. LIAI 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 LIAI 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 LIAI 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.

2.2 Conflict of Interest Training. A Covered Individual that is a Faculty Professor or Research Employee 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 Professor 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 Faculty Professors' and Research Employees' requirements;
- (b) a Faculty or Research Employee is new to LIAI; or
- (c) LIAI determines a Faculty Professor or Research Employee is non-compliant with this Policy or a management plan made pursuant to Section 5 of this Policy.

2.3 Fair Dealing. LIAI strives to be regarded as carrying out its business with integrity. LIAI intends to succeed in its mission through superior performance and fair dealings by LIAI Covered Individuals. Under federal and state laws, LIAI 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 LIAI, Covered Individuals must: i) maintain and report accurate 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 LIAI is the property of LIAI and must be protected. Every Covered Individual will maintain the confidentiality of LIAI's confidential and proprietary information, and will use LIAI's confidential and proprietary information only for the benefit of LIAI in accordance with the purposes and policies of LIAI. A Covered Individual will not share confidential, unpublished, or proprietary information, research results, or research products of LIAI with a business in which the Covered Individual has or seeks to have a Significant Financial Interest.

2.6 Protection and Proper Use of LIAI Assets. Covered Individuals are responsible for the proper use, conservation and protection of LIAI's assets. Assets are to be used only for the legitimate business of LIAI. 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 LIAI 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 LIAI 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 LIAI without disclosing the same to the CRO and offering to convey the same to LIAI. 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 LIAI 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 LIAI 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 LIAI when such service may adversely affect his/her responsibilities to LIAI;
- (b) inform LIAI whenever he/she becomes aware of, or is involved in, directly or indirectly, a business transaction between LIAI 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 LIAI. All Covered Individuals must abide by LIAI'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 LIAI's Staff Guidelines, and the CRO will advise the Covered Individual of LIAI's position;

- (d) contact the CRO if requesting to serve as a member of the Board of Directors of outside companies. Such approval will normally be granted if the company is not a current or potential client, contractor, subcontractor, competitor, or supplier of LIAI, and the relationship does not impair or adversely affect the best interests of LIAI;
- (e) ensure that the manner of his/her participation in outside non-profit activities does not imply LIAI's endorsement or sponsorship, and does not affect the Covered Individual's primary commitment to LIAI;
- (f) not enter into a sponsored research agreement or a collaboration arrangement with an outside organization or business without prior approval from LIAI, and the disclosure of such collaboration to the CRO.

2.10 Cooperation. Each Covered Individual will cooperate with LIAI 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 LIAI.

2.11 Non-Retaliation. LIAI 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 LIAI.

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 OSR, 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 LIAI UNDER THIS POLICY

4.1 Reporting Procedures. LIAI 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 LIAI 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 LIAI Policy; but subject to disclosure of final results to the research funding source.

4.2 Resolving Alleged Violations of this Policy. LIAI will establish reasonable and appropriate procedures for resolving and enforcing any alleged violation of this Policy.

4.3 Record Management. LIAI will maintain records of all Conflict of Interest Disclosure Forms and of all actions taken to resolve Conflict of Interest situations, for at least 3 years after the date of the submission of the final expenditure report for related research, or until the resolution of any LIAI or governmental action involving those records, whichever is longer.

5. PROCEDURE FOR REVIEW AND CONFLICT RESOLUTION

5.1 CRO Review. LIAI 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.

5.3 Approval of CRC Recommendation. A written copy of such plan will be forwarded to the LIAI President or his designee for review and approval. LIAI'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 LIAI is a Covered Individual that has a Significant Financial Interest as determined by the CRO, the Scientific Director of LIAI shall execute the responsibilities of the President of LIAI in accordance with this Policy.

6. REFERENCES AND RELATED POLICIES

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

APPENDIX A

LA JOLLA INSTITUTE FOR ALLERGY & IMMUNOLOGY

CONFLICT OF INTEREST POLICY DISCLOSURE FORM

ANNUAL DISCLOSURE

SITUATION CHANGE DISCLOSURE

Date: _____

Name: _____

Position: _____

This form implements LIAI's Conflict of Interest Policy (the "COI Policy") and Public Health Regulations. You are required to list potential areas of conflict described in LIAI's Conflict of Interest Policy (COI Policy). Please review the COI Policy prior to completing this Disclosure Form and refer to the COI Policy for the definitions of additional terms used below.

If any of the following statements apply to you as a Covered Individual and/or to an Affiliate of Covered Individual, please check the appropriate box for "YES" and explain.

1 - Significant Financial Interest

This section is applicable to Faculty Professors, Research and Senior Administrative Employees:

"In the past 12 months, as a Covered Individual (and/or the Affiliate of Covered Individual), I have received from an entity remuneration and/or an equity interest that in the aggregate exceeds \$5,000. Remuneration means 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 regardless of whether the entity is a private or publicly traded company."

NO

YES

If YES, please list each such amount of remuneration and/or equity interest, the name and nature of the entity from which it was or is being received, and the Affiliate of Covered Individual's relationship with such entity. If you or the Affiliate of Covered Individual received an equity interest, please estimate the percentage of ownership in this entity.

2 - Intellectual Property

This section is applicable to Faculty Professors and Research Employees:

“In the past 12 months, as a Covered Individual (and/or the Affiliate of Covered Individual), 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 LIAI.”

NO YES

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

3 - Travel Reimbursement or Sponsored Travel

This section is applicable to Faculty Professors and Research Employees:

“In the past 12 months, as a Covered Individual of LIAI’s Faculty, I have undertaken sponsored or reimbursed travel related to my employment responsibilities other than travel that has been reimbursed or sponsored by governmental or non-profit entities.”

NO YES

If YES, 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.

4 - Third Party Consulting Arrangements

This section is applicable to Faculty Professors, Research and Senior Administrative Employees:

“As a Covered Individual (and/or the Affiliate of Covered Individual), I have been asked to provide consulting services to a third party that has not been *previously* disclosed to LIAI.”

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 LIAI. Or if you are a Faculty Professor or Research Employee, explain the relationship between the research in your laboratory at LIAI and the proposed services to be performed for the third party entity.

5 - Work Related Responsibilities

This section is applicable to Faculty Professors and Research Employees:

“Where applicable, do any of the entities listed above provide support of any kind to your laboratory or anyone in your laboratory?”

NO YES

If YES, please describe the nature of such support.

“Do your responsibilities as an employee of LIAI involve 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.

“Does your research overlap with the business or research of any of the entities listed above?”

NO YES

If YES, please describe the nature of the overlap.

6 - Design, Conduct, or Reporting of Research

This section is applicable to Faculty Professors and Research Employees:

“Where applicable, could one or more of the Significant Financial Interests disclosed in response to Questions 1-4 above directly and significantly affect the design, conduct or reporting of your research?”

NO YES

If YES, please describe the research project (including funding agency and grant number, if applicable) and how the Significant Financial Interest could affect it.

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

APPENDIX B

LA JOLLA INSTITUTE FOR ALLERGY AND IMMUNOLOGY

UNIFORM CONSULTING AGREEMENT PROVISIONS

1. All arrangements in which a member of the staff of La Jolla Institute for Allergy and Immunology (“LIAI”) 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 LIAI 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 LIAI’s Technology Development department.
2. LIAI 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 LIAI. 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 LIAI shall be publicized or exploited directly or indirectly by the COMPANY. The COMPANY and the CONSULTANT shall hold LIAI 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 LIAI 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 LIAI; (b) was at any time conceived or reduced to practice independent of consulting services performed hereunder; (c) is the result of work conducted within LIAI; or (d) is subject to CONSULTANT’s obligation to assign to LIAI.
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 LIAI. 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 LIAI or other third parties.

7. In the event of any dispute as to whether LIAI 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 LIAI 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 LIAI and approved by COMPANY, which approval shall not be withheld unreasonably. The independent patent attorney shall serve as a sole arbitrator, to whom LIAI 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. LIAI 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 LIAI 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 LIAI or COMPANY), and LIAI and COMPANY are given an opportunity to participate in said proceedings, then LIAI 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 LIAI to use or publish information which (a) was in the public domain before the consulting services were performed, (b) was known to LIAI, before the consulting services were performed, (c) was developed or acquired independently of the COMPANY or LIAI, or (d) becomes public knowledge without breach by CONSULTANT or any obligations of confidence to COMPANY or LIAI.

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.

ACCEPTED AND AGREED BY:

COMPANY: By: _____
Date: _____
Title: _____

CONSULTANT: _____ Date: _____

ACKNOWLEDGED AND APPROVED BY:

Consulting Agreement approved by La Jolla Institute for Allergy & Immunology, San Diego, California, this _____ day of _____, 2012.

Patrick H. Ho
Chief Business Officer, Business Development
La Jolla Institute for Allergy & Immunology

APPENDIX C

LA JOLLA INSTITUTE FOR ALLERGY & IMMUNOLOGY

**FACULTY PROFESSOR AND RESEARCH 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