



# Board of Regents Special Meeting

June 2023

June 2, 2023

8:00 a.m.

Boardroom, McNamara Alumni Center

## BOR - JUN 2, 2023 - Special Meeting

### 1. Gabel Separation Agreement - Review/Action

Docket Item Summary - 3

Separation Agreement - 4

### 2. Ettinger Employment Agreement and Conflict Management Plan - Review/Action

Docket Item Summary - 10

Resolution - 12

Employment Agreement - 14

Conflict Management Plan - 20



# BOARD OF REGENTS DOCKET ITEM SUMMARY

---

**Board of Regents**

**June 2, 2023**

**AGENDA ITEM:** Gabel Separation Agreement

☐

**Review**

☒

**Review + Action**

☐

**Action**

☐

**Discussion**

☐

*This is a report required by Board policy.*

**PRESENTERS:** Regent Janie S. Mayeron

## **PURPOSE & KEY POINTS**

The purpose of this item is to review and act on a separation agreement with President Joan Gabel.

President Gabel has agreed to a last day of employment of June 9, 2023, which is earlier than she would otherwise be entitled to under her employment agreement. This earlier last day of employment will allow for a more expedient transition to the interim president. President Gabel has also agreed to vacate Eastcliff on or before June 27 to allow for an earlier date for Governor Tim Walz to begin residing in Eastcliff. Under her employment agreement, President Gabel was entitled to remain at Eastcliff for 60 days following her last day of employment.

Key provisions of the separation agreement are as follows:

- A final date of employment of June 9, with no further salary or other obligations, other than a retirement contribution (see following bullet point); payment for accrued, unused vacation and personal holiday; and a lump sum, one-month COBRA payment.
- The University will pay \$160,000 into President Gabel's UMN retirement plan. This is the amount she would have been entitled to if employed through June 30.
- No performance bonus for FY 2023.
- President Gabel will vacate Eastcliff on or before June 27.

## SEPARATION AGREEMENT

THIS SEPARATION AGREEMENT (the “Agreement”) is entered into between Regents of the University of Minnesota (“University”), and Joan T.A. Gabel (“Gabel”). The parties identified above may be referred to herein collectively as the “Parties,” and any individual party identified above may be referred to herein as a “Party.”

### WITNESSETH

WHEREAS, the Parties entered into an agreement entitled, “Employment Agreement,” made effective as of December 17, 2021 (the “Employment Agreement”); and

WHEREAS, pursuant to the Employment Agreement, the University has employed Gabel as the President of the University; and

WHEREAS, on April 3, 2023, Gabel advised the University’s Board of Regents (the “Board”) that she was resigning as President of the University, confirmed by Gabel’s April 4, 2023 written 90-day notice as required by her Employment Agreement; and

WHEREAS, under the Employment Agreement and the employment policies of the University, the Parties have obligations to each other regarding Gabel’s employment and the separation of such employment from the University; and

NOW, THEREFORE, in consideration of the promises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Separation of Employment. Under Section 14(A) of the Employment Agreement, Gabel is required to provide ninety (90) days’ notice of her resignation from the University. However, the Parties acknowledge that it is in the best interests of the University for Gabel to depart prior to the end of the ninety (90) day notice period so a new Interim President may begin

his term. Therefore, Gabel's last day of employment at the University will be June 9, 2023, and the Parties' duties and obligations to each other shall terminate as of that date, except as set forth in this Agreement. After this date, except for salary through June 9, 2023 and the contribution set forth in Section 3(A) below, the University shall have no obligation to provide Gabel any further salary or bonus payments or make further contributions to the University of Minnesota Optional Retirement Plan or to the University of Minnesota 415(m) Retirement Plan. The University shall reimburse Gabel for any accrued but unpaid expenses incurred during her employment and Gabel shall maintain all of her rights to receive payments and benefits under University retirement plans, benefit plans and insurances, including, but not limited to, the University of Minnesota Optional Retirement Plan and the University of Minnesota 415(m) Retirement Plan. Except as otherwise stated in this Agreement, neither Party is releasing or waiving any claims or potential claims against the other Party.

2. In exchange for the University agreeing to provide the payments and benefits in Section 3 below, Gabel agrees to the following:

- A. The University shall have no obligation to proceed with the performance review process described in Section 11 of the Employment Agreement or the determination of a performance bonus as described in Section 6 of the Employment Agreement, and it is therefore further agreed that Gabel will not receive a performance bonus for fiscal year 2023.
- B. Under Section 8(D) of the Employment Agreement, Gabel and her family have the right to remain in the Eastcliff residence for sixty (60) days following Gabel's separation of employment. Understanding that Governor Walz will be residing at Eastcliff following her departure, and that additional time is required to prepare the residence for Governor Walz, Gabel agrees to fully vacate the Eastcliff residence on or before June 27, 2023, thereby waiving her right to remain at Eastcliff for the sixty (60) day period following her separation from employment.

3. In exchange for Gabel agreeing to the conditions in Section 2 above, the University will provide Gabel the following payments and benefits:

- A. Payment in the amount of One Hundred Sixty Thousand Dollars (\$160,000), with immediate vesting, to be contributed to Gabel's University of Minnesota 403(b) Optional Retirement Plan, and to the extent such contribution exceeds contribution limits for that plan, to Gabel's University of Minnesota 415(m) Retirement Plan. The University will provide the applicable contributions to the 403(b) and 415(m) plans on June 9, 2023. This payment represents the amount Gabel would have received under Section 5 of the Employment Agreement had she remained employed by the University through June 30, 2023. The University will provide the total balance payout from the 415(m) plan which will be paid to Gabel as taxable income, by June 30, 2023.
- B. If Gabel elects continuing health insurance coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA), a one-time, lump-sum payment in the amount of Three Thousand Eight Hundred Sixty-Six Dollars and Eighty-Seven Cents (\$3,866.87). This amount reflects the "grossed up" cost of one (1) month of Gabel's health insurance premium under COBRA, which is Two Thousand Six Hundred Eighty-Three Dollars and Sixty-One Cents (\$2,683.61). This payment will include all required withholdings and will be taxed as W-2 income to Gabel.
- C. Payment of Gabel's accrued, unused vacation and personal holiday at the time of separation. Payment of accrued, unused vacation shall be limited to the maximum hours that may be accrued (216) under University policy, given her departure prior to the end of the ninety (90) day period following her notice of resignation. This payment will be provided to Gabel via direct deposit by June 30, 2023. This payment will include all required withholdings and will be taxed as W-2 income to Gabel.

4. Data Practices. The Parties understand and agree that, as a public employer, the University is required to comply with the Minnesota Government Data Practices Act, and nothing in this Agreement prohibits the University from providing information pursuant thereto. The Parties acknowledge that if there is a conflict between the University's obligations under this Agreement and the Minnesota Government Data Practices Act, the University will comply with its obligations under the Minnesota Government Data Practices Act, and there will be no violation of this Agreement for doing so.

5. Governing Law. The laws of the state of Minnesota shall govern this Agreement and any construction or interpretation thereof.

6. Right to Consult with Legal Counsel. Gabel is notified by this paragraph that she has the right to consult with legal counsel regarding this Agreement before signing. Gabel affirms that she has executed that right to the full extent Gabel deemed necessary prior to signing.

7. Counterparts; Facsimiles. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of executing the Agreement, a document signed and transmitted by facsimile machine, electronic mail, or other commercially accepted electronic or mechanical means is to be treated as an original document.

8. Indemnification. The University shall indemnify Gabel pursuant to the University's Board of Regents Policy on Legal Defense and Indemnification of Employees.

9. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters set forth herein. Other than the matters set forth in this Agreement, including this Section 9, there are no agreements, either written or oral, other than those set forth herein with regard to the subject matter of this Agreement.

10. Severability. Each provision of this Agreement is severable from all other provisions of the Agreement. If any governmental authority having jurisdiction over the matters herein determines, during or at the conclusion of any litigation, that any provision of the Agreement will be invalid or unenforceable, the provision will be deemed modified only to the

extent necessary to render it valid and enforceable, and all remaining provisions of the Agreement will remain in full force and effect.

[signature page follows]



**JOAN T.A. GABEL**

---

---

Date

**REGENTS OF THE UNIVERSITY OF MINNESOTA**

---

---

Janie Mayeron  
Chair, Board of Regents

Date



# BOARD OF REGENTS DOCKET ITEM SUMMARY

---

**Board of Regents**

**June 2, 2023**

**AGENDA ITEM:** Ettinger Employment Agreement and Conflict Management Plan

☐

**Review**

☒

**Review + Action**

☐

**Action**

☐

**Discussion**

☐

*This is a report required by Board policy.*

**PRESENTERS:** Regent Janie S. Mayeron

## **PURPOSE & KEY POINTS**

The purpose of this item is to review and act on an employment agreement with Interim President Designate Jeffrey Ettinger and the related Conflict Management Plan.

### **Employment Agreement**

Key provisions of the employment agreement are as follows:

- Term of June 10, 2023, through June 30, 2024.
- Annual salary of \$400,000.
- Compliance with Board-approved Conflict Management Plan.
- Full standard benefits (e.g., medical, dental, life, retirement).
- Mileage and parking allocation of \$300 per month.

### **Conflict Management Plan**

Under Board of Regents Policy: *Institutional Conflict of Interest*, the Board reserves to itself authority to "review and approve plans for managing, reducing, or eliminating institutional conflicts of interest... involving the president." The proposed plan has been designed to manage conflicts of interest relating to Interim President Designate Ettinger's business and financial interests.

The plan was drafted and is being recommended to the Board by the Institutional Conflict Review Panel. The date of the Interim President's acceptance of the plan has been left blank pending the Board's approval. The Institutional Conflict Review Panel consists of University administration, faculty, and a community representative. The panel is charged with reviewing potential institutional conflict of interest matters, making a determination as to whether or not an institutional conflict of interest exists in fact and/or in appearance, and determining whether or not an identified institutional conflict of interest can be managed through the implementation of a Conflict Management Plan (CMP). CMPs provide controls to manage conflicts of interest in both fact and appearance.

The recommended CMP would not require recusal with respect to any University business dealings with the Hormel Foundation. Ettinger, while interim president, will be on a leave of absence from his position as a director and chair of the Hormel Foundation. Chair Mayeron, after reviewing the CMP and considering the advice of outside counsel and the Office of General Counsel, recommends that the Board approve the CMP with two additions:

1. Require that Interim President Designate Ettinger recuse from all financial transactions or other dealings with the Hormel Foundation; and
2. Add a public and internal disclosure requirement with respect to Interim President Designate Ettinger's prior financial and business relations with the Hormel Foundation, Hormel Food, Ecolab, and Toro.

Both steps would be considered for the purpose of alleviating any possible appearance of conflicts of interest.



## REGENTS OF THE UNIVERSITY OF MINNESOTA

### RESOLUTION RELATED TO

#### Ettinger Employment Agreement and Conflict Management Plan

**BE IT RESOLVED** that the Board of Regents (Board) approves the employment agreement with Interim President Designate Jeffrey Ettinger (Ettinger) as presented.

**BE IT FURTHER RESOLVED** that the Board approves the Conflict Management Plan for Ettinger as recommended by the Institutional Conflict Review Panel with the following amendments:

Paragraph #1, Page 3:

1. You must recuse yourself from any involvement in the establishment of a future contract, or administration of a current or future contract, between the University of Minnesota and Hormel Foods Corporation or any other entity in which you hold an interest. Consistent with MINN. STAT. 15.43, as a University employee, you will not directly or indirectly participate in or influence a University purchasing decision or contract by establishing specification, testing purchased products, evaluating contracted services, or otherwise have any involvement in the purchasing or contracting process for these entities. In addition, you must recuse yourself from any involvement in financial transactions or dealings with The Hormel Foundation, including such transactions or dealings that relate to the Hormel Institute or the FAARM project. However, the recusal requirement related to Hormel Foundation transactions shall not limit your ability to advocate before the legislature for funding or other third-party support for the Hormel Institute or the FAARM Project. Should ~~contract~~ actions involving ~~these entities~~ entities that trigger your recusal require recommendations to the Board of Regents from the President's Office, the docket materials for the Board of Regents will reflect your recusal.

Add New Paragraphs #4 and #5, Page 4:

4. You must disclose, in writing, your interests in Hormel Foods, Hormel Foundation, Ecolab, and Toro to the President's Office staff and to University senior leadership.

The recommended disclosure is:

I am on leave from the Hormel Foundation Board of Directors, and I have recently stepped down from the boards of Toro and Ecolab. I previously served as CEO of Hormel Foods. These relationships have been reviewed by the University Board of Regents and managed by the University of Minnesota in accordance with its conflict of interest policies. The link to my Conflict Management Plan may be found here [embedded link]. If you have concerns that your employment efforts are being improperly directed due to my interests in Hormel Foods, Hormel Foundation, Toro or Ecolab, you can contact University General Counsel Doug Peterson or Board of Regents Executive Director and Corporate Secretary Brian Steeves.

5. In order to promote transparency with the public, you must disclose your current and prior interests in Hormel Foods, Hormel Foundation, Toro, and Ecolab in your biography posted on the website of the Office of the President.

# UNIVERSITY OF MINNESOTA



## EMPLOYMENT AGREEMENT OF THE INTERIM PRESIDENT OF THE UNIVERSITY OF MINNESOTA

This Agreement is entered into between Regents of the University of Minnesota (“University”) and Jeffrey Ettinger (“Ettinger”). The parties hereby agree as follows:

### **1. Appointment.**

The University appoints and agrees to employ Ettinger as Interim President, commencing on June 10, 2023, and continuing through June 30, 2024 (the “Term of Employment”), subject to the terms and provisions of this Agreement. Ettinger accepts and agrees to such employment.

### **2. Duties and Responsibilities.**

A. Ettinger agrees to faithfully, industriously, and with maximum application of experience, ability, and talent devote full-time attention and energies to the duties of Interim President of the University. Ettinger shall perform all duties as required by law, by this Agreement, and by custom and practice to be performed by a university Interim President, including but not limited to:

1. Administration of the affairs of the University consistent with Board of Regents (“Board”) policy and direction.
2. Long-range planning, budget formulation, and chief executive supervision of the University.
3. Institutional, faculty, and educational leadership and management.

4. Fostering positive external relationships with the local, state, and federal government, including the executive and legislative branches of government.
5. Fundraising, development, public and alumni relations.
6. Ensuring a smooth transition to the new President, once selected.

B. Ettinger shall not, without Board approval, render services of any professional nature to or for any other person or organization for remuneration, or serve as a director to any other organization, and shall not otherwise engage in any activity that may be competitive with or adverse to the interests of the University.

C. Ettinger's Interim President position is part of the Professional and Administrative personnel classification, and as such, Ettinger shall be bound by those policies applicable to that classification. To the extent there is a conflict between personnel policies that apply to that classification and the terms of this Agreement, the terms of this Agreement shall control. Ettinger shall abide by all Board and University policies applicable to Ettinger's conduct throughout Ettinger's University employment.

### **3. Conflict of Interest.**

Ettinger acknowledges that he currently holds director roles for both for-profit and not-for-profit entities that have business relationships with the University. Therefore, in order to avoid any conflict of interest between Ettinger's obligations to these entities and as Interim President of the University, and to fulfill his commitment to his duties as Interim President, Ettinger agrees to the following:

A. Ettinger will resign from his position as director of both Ecolab and The Toro Company and will not return to these positions while he is employed by the University.

B. Ettinger will take a leave of absence from his positions as director and chair of The Hormel Foundation, a non-profit entity, and will not return to these positions while he is employed by the University. However, recognizing the philanthropic work of the Hormel Foundation and that Ettinger receives no remuneration for that non-profit service, Ettinger shall be permitted to provide limited advice and counsel to The Hormel Foundation on matters that do not involve the University and so long as such advice and counsel does not materially interfere with his ability to provide full-time attention to his duties as Interim President of the University and is provided without remuneration.

C. To ensure compliance with this Section, Ettinger further agrees to abide by a conflict management plan regarding The Toro Company, Ecolab, and the Hormel Foundation entities and any others for which Ettinger has a material tie, as required by University policy and as approved by the Board.

#### **4. Salary.**

As compensation for Ettinger's services under this Agreement, the University will pay Ettinger an annual salary of Four Hundred Thousand Dollars (\$400,000). The salary will be paid in accordance with regular University payroll practices. The salary is subject to furloughs, pay freezes, salary reductions or other adjustments as required by present or future University policy or Board action.

#### **5. Employee Benefits.**

The University shall provide Ettinger with a benefits program as provided generally for its Professional and Administrative employees as described in its Policies and Procedures (<http://www.umn.edu/ohr/benefits/summary/>). These programs shall be subject to amendments and modifications by the University.

#### **6. Expenses.**

A. The University will pay or reimburse Ettinger's reasonable and necessary expenses in accordance with University and/or Board policy, procedures, and practice. The following provisions also apply to expense reimbursement:

1. The University will reimburse Ettinger for hospitality and travel expenses incurred by Ettinger and Ettinger's spouse in connection with recruiting, donor relations, University outreach, non-institutional professional memberships, and other official duties conducted on behalf of the University.
2. The University will provide Ettinger with a mileage and parking allocation of Three Hundred Dollars (\$300) each month, to be included in Ettinger's bi-weekly salary, to cover all mileage and parking expenses for Ettinger's personal vehicle(s) incurred in the course of official duties. This payment is provided in lieu of reimbursement under the University policy regarding mileage and parking reimbursement.

B. In order to receive reimbursement for any expense, Ettinger must honor and abide by all rules, policies, procedures, and practices regarding record-keeping, documentation, timely submission, and proper approval of expenses, as established by the University and/or the Board.

#### **7. Termination by the University.**

A. The University may terminate Ettinger's employment at any time prior to the end of the Term of Employment for "Cause." For purposes of this Agreement, "Cause" shall mean:



1. The conviction of a felony (or a plea of nolo contendere) under the laws of the United States or any state thereof or conviction of a crime outside of the United States that would be classified as a felony in the United States or the state of Minnesota;
2. The conviction of any other crime involving fraud, intentional dishonesty and the personal enrichment of Ettinger at the expense of the University;
3. Willful failure or refusal to perform the lawful and ethical directives or instructions of the Board which continues more than thirty (30) days after written notice thereof has been given by the Board to Ettinger;
4. A material breach of this Agreement by Ettinger, including gross neglect of duties or willful violation of the covenants contained in this Agreement, that substantially harms the University and that is not cured to the Board's reasonable satisfaction within thirty (30) days after the Board delivers written notice of such breach to Ettinger, setting forth the details of the breach in reasonable detail;
5. Engagement in fraud or willful misconduct against the University that is materially injurious to the University and breaches Ettinger's fiduciary duties to the University.

B. It is anticipated that Ettinger will serve in his role as Interim President until a permanent President is selected and begins his or her term, which the University expects will occur on or around July 1, 2024. However, in the event that the University reaches an agreement with the person selected as the permanent president to commence their employment with the University prior to July 1, 2024, the University reserves the right to terminate Ettinger's employment prior to the end of the Term of Employment by giving at least thirty (30) days' written notice to Ettinger.

C. If the University terminates Ettinger for any reason not included in Sections 7(A) or 7(B), the University must provide ninety (90) days' written notice to Ettinger, and must provide Ettinger with the remaining salary he would have earned had he remained employed by the University through the Term of Employment. As a condition of receiving this remaining salary, however, Ettinger will be required to execute a release of claims against the University.

D. With the exception of a termination under Section 7(C), following Ettinger's termination of employment, the University shall not have any obligation under this Agreement to provide any payments or benefits to Ettinger.

**8. Termination by Ettinger.**

Ettinger may terminate Ettinger's employment by providing at least thirty (30) days' written notice to the Board Chair. Ettinger shall be responsible for aiding and cooperating in any transition to a new President or Interim President to the extent requested by the Board.

**9. Notices.**

All notices and other communications described in or regarding this Agreement shall be in writing, and shall be personally delivered or sent via certified mail, return receipt requested, to the parties at the following addresses:

- A. For the University: to the Secretary of the Board of Regents, 600 McNamara Alumni Center, 200 Oak Street S.E., Minneapolis, MN 55455;
- B. For Ettinger: to Interim President, 202 Morrill Hall, 100 Church Street S.E., Minneapolis, MN 55455;

**10. Entire Agreement.**

This Agreement constitutes the entire understanding of the parties hereto regarding Ettinger's employment with the University and supersedes any and all prior or contemporaneous representations or agreements, whether written or oral, between the parties. This Agreement cannot be amended or assigned unless in writing and signed by the parties.

**11. Governing Law.**

This Agreement shall be interpreted and construed in accordance with the laws of the State of Minnesota, which shall be the forum for any lawsuit arising from or incident to this Agreement.

[signature page follows]

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the day and year first written above.

**JEFFREY ETTINGER**

\_\_\_\_\_

Dated: \_\_\_\_\_

**REGENTS OF THE UNIVERSITY OF MINNESOTA**

By: \_\_\_\_\_  
Janie Mayeron  
Chair of the Board of Regents

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Brian R. Steeves  
Corporate Secretary of the  
Board of Regents

Dated: \_\_\_\_\_

May 31, 2023

Interim President Jeffrey Ettinger  
202 Morrill Hall  
100 Church Street S.E.  
University of Minnesota  
Minneapolis, MN 55455

CONFIDENTIAL

RE: Conflict Management Plan

Dear Interim President Ettinger:

The Institutional Conflict Review Panel ("Panel") met on May 23, 2023 to review your outside interests as you assume your role as Interim President of the University. The panel received legal advice from the Office of the General Counsel, and outside counsel was in attendance.

### **Background**

On May 8, 2023, the Board of Regents selected you to serve as the Interim President of the University effective on or before July 1, 2023.

### **Business Interests**

At the time of your selection you held the following business interests:

- Director, Ecolab
- Director, Toro Corporation
- Chair of the Board, The Hormel Foundation

The Hormel Foundation is a 501(c)(3) organization established in 1941. It is the philanthropic affiliate of Hormel Foods Corporation, a for profit corporation. Hormel Foundation holds 48% of the shares of Hormel Foods Corporation. You were previously the CEO of Hormel Foods Corporation from 2005-2016.

You have agreed to resign from Ecolab and Toro Boards of Directors. You have also agreed to take a leave of absence from your position as director of the Hormel Foundation and will not return to this position while you are employed by the University.

### **Significant Financial Interests**

You received remuneration for serving on the Toro and Ecolab Boards in the past 12

months. You also have significant financial interests (e.g., stock) in Hormel Foods Corporation and other entities that may contract with the University.

#### Relevant University Relationships

The University has made purchases from Ecolab totaling approximately \$300,000 and from Toro totaling approximately \$100,000 since Fiscal Year 2018. Neither Ecolab nor Toro are currently sponsoring University research.

These companies also have limited relationships with University Athletics (e.g., Hormel purchases advertising annually, Toro purchases football season tickets). There are also limited relationships with the Office of Technology Commercialization (e.g., nondisclosure agreements, material transfer agreements, \$0 license agreements). The Office of Sponsored Projects Administration has a single pending research agreement with Hormel Foods Corporation. This project is still in development and the funding amount has not yet been determined.

The University has received significant philanthropic donations from the four entities. Of note, the Hormel Foundation has provided significant support for the Hormel Institute (hi.umn.edu) and the Future of Advanced Agricultural Research in Minnesota (FAARM). FAARM is a research complex near Austin, Minnesota for which the Hormel Foundation provided a \$60M commitment. The University plans to request further state funding in support of this project. Through a collaboration with Riverland Community College, the complex will provide a range of educational offerings for learners of all ages, from K-12 to post-secondary technical and associate degrees, to baccalaureate and graduate degrees, and outreach education to the broader public.

#### Applicable COI Policy

Board of Regents Policy: *Institutional Conflict of Interest*, ("COI Policy") defines institutional conflict of interest as

a situation in which the University's research, teaching, or outreach mission activities, or its institutional reputation may be compromised or appear to be compromised because of an external financial or business relationship held at the institutional level that may bring financial gain to the institution, any of its units, or the individuals covered by this policy.

Pursuant to Section IV of the COI Policy, the Board of Regents reserves authority to review and approve plans for managing, reducing, or eliminating institutional conflict of interest involving the president.

### **Panel Meeting**

On May 23, the Panel made a determination that your interests in Hormel Foods Corporation or any other entity constitute an institutional conflict of interest pursuant to Administrative Procedure: *Reviewing and Managing Institutional Conflicts of Interest*. The Panel also determined that given (i) your interests in these entities and (ii) the existing contracts and potential for new contracts between the University and these entities, a conflict of interest could exist under category 4A in the Conflicts of Interest Categories Appendix to Administrative Policy: *Individual Conflicts of Interest*:

A covered individual taking administrative action on behalf of the University with respect to the University or any University-affiliated organization that is beneficial to a business in which the covered individual, an immediate family member, or an associated entity has a business or significant financial interest.

University policy prohibits employees from “having a financial or personal interest in a University contract or purchase order in which the employee has direct or indirect influence.” See *Section II, Administrative Policy: Individual Conflicts of Interest*: As such, it is the practice of University Officials to recuse from University contracts with entities in which they have a financial or personal interest.

By email votes on May 26 and May 30, the Panel approved the following mechanisms that reiterate this policy requirement.

### **Management Plan Mechanism**

1. You must recuse yourself from any involvement in the establishment of a future contract, or administration of a current or future contract, between the University of Minnesota and Hormel Foods Corporation or any other entity in which you hold an interest. Consistent with MINN. STAT. 15.43, as a University employee, you will not directly or indirectly participate in or influence a University purchasing decision or contract by establishing specification, testing purchased products, evaluating contracted services, or otherwise have any involvement in the purchasing or contracting process for these entities. Should contract actions involving these entities require recommendations to the Board of Regents from the President's Office, the docket materials for the Board of Regents will reflect your recusal.
2. Should an issue involving Hormel Foods Corporation or any other entity in which you hold an interest come before you in the course of performing your duties as

President of the University of Minnesota, you should seek guidance from Chief Compliance Officer Boyd Kumher or General Counsel Doug Peterson.

3. If you become aware of a communication product from Hormel Foods Corporation, the Hormel Foundation, or any other entity in which you hold an interest that includes your name you must direct it for review to Jon Guden, Associate Director of the COI Program at [jguden@umn.edu](mailto:jguden@umn.edu). A “communication product” includes but is not limited to press releases, videos, and marketing materials. The review is intended to ensure compliance with the “no endorsement” standard found in Administrative Policy: *Individual Conflicts of Interest and Standards Governing Relationships with Business Entities*, and Administrative Policy: *Brand Policy: Trademarks, Logos, Colors and Seal*.

The management mechanisms listed above have been identified by the Panel as sufficient to manage your potential conflicts of interest. However, the Board of Regents is authorized to implement a more restrictive management approach should it deem it appropriate.

Forty-five days and ninety days from now, and on or about the anniversary date of this conflict management plan, the COI Program will follow-up with you to confirm your compliance with this plan. At that time, you may be asked to provide copies of the disclosures you have made under the terms of this management plan.

You were provided a draft copy of this conflict management plan for your review and comment. In your email response to Jon Guden, Associate Director of the Conflict of Interest Program, dated **Month XX, 2023**, you accepted the terms of the plan.

Thank you for your cooperation during this review. Should you have any questions about this matter please contact Jon Guden at [jguden@umn.edu](mailto:jguden@umn.edu).

Sincerely,

Jonathan C. Guden, Associate Director  
Conflict of Interest Program

Arthur G. Erdman, Chair  
Institutional Conflict Review Panel

cc: Brian Steeves, Executive Director, Board of Regents  
Doug Peterson, General Counsel  
Boyd Kumher, Chief Compliance Officer