

CLOSEOUT FOR M91020004

On [REDACTED] the complainant, [REDACTED] then a research scientist at [REDACTED] University, contacted Dr. [REDACTED], the section head for [REDACTED] in the Division [REDACTED] in the Directorate [REDACTED]. The complainant had received proposal [REDACTED] entitled, "[REDACTED]" from NSF with a request for merit review. The PI for the proposal was Dr. [REDACTED] (subject #1). His three co-PIs were [REDACTED] and [REDACTED] (subjects #2, 3, and 4 respectively). The complainant alleged that portions of the subjects' proposal had been plagiarized from a proposal submitted by a scientist [REDACTED] or his colleague, [REDACTED] an Assistant Professor in the Department [REDACTED] at [REDACTED] University. He explained that the scientist and the colleague had developed text describing a methodology together and had used it in their joint and independent proposal submissions. He alleged that the text had been plagiarized by one of the PIs when he or she received a proposal containing the text for peer review.

OIG found that the subjects' proposal was a resubmission of an earlier declined proposal [REDACTED]. The original proposal and its resubmission had the same title. By comparing proposals submitted by the scientist or his colleague prior to the subjects' two proposals, OIG identified passages that appeared to be identical or substantially similar to text in the methodology section of either the scientist's or the colleague's proposals. OIG found that three of the four subjects had served individually as reviewers for proposals submitted by either the scientist or the colleague prior to the subjects' original proposal.

OIG learned from the subjects that their proposal had been prepared in sections, and that each PI had been assigned the responsibility for writing the section on the techniques for which he or she would be responsible. Subject #2 said that she wrote the section containing the copied text, that she had reviewed two of the colleague's proposals and that she must have "inadvertently incorporated" some of the proposal text into her own section.

OIG concluded that subjects 1, 3, and 4 were unaware that text had been copied from the colleague's proposal and that an investigation into subject #2's actions was required. Separately OIG received a second set of allegations that another NSF proposal on which subject #2 was named as a co-PI contained text that had been copied from another NSF proposal that had been sent to her for peer review. The subject's proposal [REDACTED] was entitled, "[REDACTED]" [REDACTED]

OIG's investigation report and NSF's settlement agreement are attached and describe the actions taken by OIG and NSF in this case.

cc: Staff Scientist, Deputy AIG-Oversight, AIG-Oversight, IG

REPORT OF INVESTIGATION INTO AN ALLEGATION OF MISCONDUCT IN
SCIENCE AND ENGINEERING

SUMMARY

The Office of Inspector General (OIG) has determined that Dr. (the university) committed plagiarism on two occasions in proposals she submitted to NSF. OIG has further determined that, on each occasion, the subject plagiarized material from proposals that had been sent to her in confidence by NSF for merit review. These conclusions are based on an investigation performed by the subject's university. OIG recommends that NSF find that the subject committed misconduct and take the following actions as a final disposition in this case. The subject should be told that NSF has made a finding of misconduct and should receive a letter of reprimand from the NSF Office of the Director. For a period of one year (starting on the date of NSF's final adjudication of this case), NSF should debar the subject from receiving federal grants or, as an alternative, NSF should enter into a voluntary exclusion agreement of one year with the subject beginning from the date of the institution's final adjudication of the case. For one year after the debarment (or voluntary exclusion) concludes, if the subject is a principal or co-principal investigator on a proposal submitted to NSF, NSF should require the subject to ensure that her department chairperson has signed an assurance stating that, on the basis of the chairperson's reading of the proposal and to the best of the chairperson's knowledge, the proposal does not contain any plagiarized material. For one year after the debarment (or voluntary exclusion) concludes, if the subject is a principal or co-principal investigator on a proposal submitted to NSF, NSF should require the subject to certify in writing that she has recently reviewed the definition of misconduct in NSF's Misconduct in Science and Engineering regulation, that the proposal is free of any misconduct, and that the proposal has been reviewed as described above. For a period of three years, the subject should be prohibited from serving as a mail or panel reviewer or as a member of a Committee of Visitors.

OIG'S INQUIRY

OIG received two separate and independent allegations of plagiarism in proposals submitted by the subject and other collaborating researchers. In both instances, the source text was allegedly a proposal sent to NSF in confidence for merit review. OIG's inquiry into these allegations indicated that they had sufficient substance to warrant investigation. Our inquiry also pointed to the subject, and not any of her collaborators, as the person responsible for misappropriating the material in question. OIG's inquiry is summarized in our August 16, 1994 letter to the university (Tab 1).

THE UNIVERSITY'S INVESTIGATION

When OIG notified the subject's university of the results of our inquiry, the university asked that we delay our investigation while it undertook its own. On February 13, 1995, the university's Vice President for Graduate Studies, Research and Information Systems transmitted the investigating committee's report, a cover letter, and a copy of a letter from the university President to the subject explaining the university's final disposition of the case to OIG. These materials appear after Tab 2.¹ OIG has examined the university's investigation report and believes that it is fair, accurate, and complete. We therefore recommend that NSF adopt the report's factual findings (45 C.F.R. §689.8 (a)).

OIG'S CONCLUSION REGARDING MISCONDUCT IN SCIENCE

The subject on two occasions plagiarized material from proposals that had been sent to her in confidence by NSF for peer review by incorporating the material into her proposals without attribution. Both she and her co-principal investigators agree that she was solely responsible for doing so.

NSF's Regulation on Misconduct in Science and Engineering defines misconduct in part as a "serious deviation from accepted practices in proposing" research. The regulation specifically mentions only three examples of misconduct, and one of these is plagiarism. Scientists generally consider plagiarism a serious violation of professional standards.

Plagiarism is generally understood to involve using the words or ideas of another person without giving appropriate credit. In each instance, over 200 words of text, spanning several paragraphs, contained plagiarized material. OIG believes that failing to give credit for this amount of material is a serious deviation from accepted practice and fits NSF's definition of misconduct. The subject's university reached this same conclusion. OIG believes that NSF should endorse the university's finding.

NSF's merit review process, including its promise of

¹The University did not send OIG the appendices to its investigation report because the relevant material in those appendices was almost all contained in the enclosures accompanying OIG's August 16, 1994 letter (Tab 1). The one exception is that the subject reviewed and misappropriated text from an earlier version of one proposal than the one OIG originally sent to the university. In response to a request from the university, OIG supplied a copy of the relevant portions of the earlier proposal, annotated to indicate the passages that correspond to the subject's proposal. This material, labelled NSF.13 in the university's investigation report, appears after Tab 3.

confidentiality for proposals, is widely valued and respected in the scientific community. The subject submitted two proposals to NSF that made seriously inappropriate and wholly unauthorized use of material sent to her for confidential merit review. In doing so, she violated the integrity of the confidential merit review process. OIG believes that this action is a serious deviation from accepted practice and fits NSF's definition of misconduct.

OIG concludes that a preponderance of the evidence supports the finding that on two separate occasions the subject incorporated into her NSF proposals text from proposals written by other scientists and sent to NSF in confidence for merit review. She did not receive permission to do so, and she did not credit the original authors of this material. She acted knowingly. OIG believes that her acts constitute plagiarism, violate the integrity of NSF's confidential peer review process, and therefore are a "serious deviation from accepted practices in proposing" research. OIG concludes that the subject committed misconduct as defined in NSF's Regulation on Misconduct in Science and Engineering and recommends that NSF make a finding to that effect.

OIG'S RECOMMENDED DISPOSITION

Under § 689.2(b) of NSF's misconduct in science and engineering regulation, upon making a finding of misconduct, NSF, in determining what actions it should take, must consider the seriousness of the misconduct. This includes considering the state of mind with which the subject committed misconduct and whether the misconduct "was an isolated event or part of a pattern." We have explained why the subject's actions are a serious deviation from accepted practice and hence are misconduct; this section explains OIG's recommended actions in light of our assessment of the seriousness of the subject's misconduct, i.e., our assessment of how serious this instance of misconduct is in relation to other instances.

OIG believes that the source of the plagiarized material makes this a very serious case. NSF mails proposals to scientists for review in confidence and instructs reviewers that NSF "is responsible for protecting the confidentiality of their contents." NSF tells reviewers "not to copy, quote, or otherwise use material from" a proposal received for peer review. Many scientists rely on NSF's promise of confidentiality when they choose to discuss new, undeveloped avenues of research in their proposals. In defiance of NSF policy, the subject did not merely use such material, but plagiarized it, and did so on two separate occasions. OIG believes that the sheer fact of plagiarism from a proposal sent to NSF in confidence, regardless of the content or originality of the material that was plagiarized, breaches the integrity of NSF's confidential merit review process. If tolerated, the subject's actions would undermine the scientific community's confidence in NSF's promise of confidentiality and in the agency's willingness to

enforce that promise. We further believe that the subject's actions demonstrate that she cannot be trusted to maintain the confidentiality of the proposals sent to her. We therefore recommend that for three years NSF prohibit the subject from serving as a mail or panel reviewer or as a member of a Committee of Visitors, since in all of these capacities she would gain access to proposals that had been sent to NSF in confidence.

OIG believes that the existence of two separate incidents of plagiarism also makes this a very serious matter. Whatever situational exigencies might mitigate a single instance of misconduct, the repetition of misconduct cannot be treated lightly or explained away. During our inquiry we examined only the NSF proposals reviewed by the subject and those submitted by her; we did not examine other materials that she either read or wrote. Therefore, we lack further evidence of a pattern of misconduct. We are confident only that the subject did not plagiarize from other NSF proposals sent to her for peer review into her own NSF proposals.

The subject's failure to offer a full and frank explanation of these incidents also makes this a serious matter. The investigating committee noted a number of facts that tend to attenuate the seriousness of the subject's misconduct. The most substantial of these, in our view, is that the ideas in the plagiarized text were not original. But while the plagiarized material is not original in the sense that it describes the distinctive contribution of the proposed work, it is also not so familiar and standardized that the PIs could have omitted the plagiarized description and incorporated the content by reference. It involves discussion of the combination of established techniques that the PIs proposed to employ in carrying out their work. It is material that PIs would normally work hard to state correctly and in which readers would expect thoughtful discussion of how the work would proceed.

The university president weighed these facts in his adjudication and concluded that the subject's actions were very serious, as evidenced by the penalties he imposed on her. He prohibited her from submitting research proposals of any kind or accepting research support for projects in which she was the sole investigator for a one year period. He barred her from engaging in peer review of any kind for a two year period. He barred her from receiving support for new graduate students for a one year period. He froze her salary for a two year period. He issued a written reprimand and promised immediate dismissal from employment if the subject engaged in further misconduct.

OIG believes that NSF should join the university in taking strong action against the subject's misconduct. The university has prohibited the subject from submitting research proposals of any kind or accepting research support for projects in which she is the

sole investigator for a one year period. We recommend that NSF take the following actions:

- (1) For a period of one year (starting on the date of NSF's final adjudication of this case), NSF should debar the subject from receiving federal grants or, as an alternative, NSF should enter into a voluntary exclusion agreement of one year with the subject beginning from the date of the institution's final adjudication of the case (see 45 C.F.R. §620.105(v)). The debarment is a Group III action (see § 689.2(a)(3)(ii)).
- (2) For one year after the debarment (or voluntary exclusion) concludes, if the subject is a principal or co-principal investigator on a proposal submitted to NSF, NSF should require the subject to ensure that her department chairperson has signed an assurance stating that, on the basis of the chairperson's reading of the proposal and to the best of the chairperson's knowledge, the proposal does not contain any plagiarized material. This is a Group II action (see § 689.2(a)(3)(iii)).
- (3) For one year after the debarment (or voluntary exclusion) concludes, if the subject is a principal or co-principal investigator on a proposal submitted to NSF, NSF should require the subject to certify in writing that she has recently reviewed the definition of misconduct in NSF's Misconduct in Science and Engineering regulation (45 C.F.R. § 689.1(a)), that the proposal is free of any misconduct, and that the proposal has been reviewed as described above. This is a Group II action (see § 689.2(a)(3)(iii)).
- (4) For a period of three years (starting on the same date as the university's final adjudication of the case), NSF should prohibit the subject from serving as a mail or panel reviewer or as a member of a Committee of Visitors. This is a Group III action (see § 689.2(a)(3)(iii)).
- (5) NSF should send the subject a letter of reprimand, which is a Group I action (see §689.2(a)(1)(i)).

NSF should require that the subject send the Chairperson's assurance and her own certification to the Assistant Inspector General for Oversight in NSF's Office of Inspector General for retention in OIG's confidential file on this matter. We believe these actions adequately protect NSF's interest in upholding the integrity of its proposal and award processes and are proportionate to the seriousness of the subject's misconduct and to the actions NSF has taken in comparable cases.

SETTLEMENT AGREEMENT

RECITALS

A. In November, 1990 and June, 1991,

University), submitted grant proposal number [REDACTED], and its revision, [REDACTED], entitled "[REDACTED]"

[REDACTED] to the National Science Foundation for funding ("Proposal 1"). In December 1992, [REDACTED] submitted grant proposal number [REDACTED] entitled "[REDACTED]"

[REDACTED] to the National Science Foundation for funding ("Proposal 2"). Both proposals identified [REDACTED] as a principal or co-principal investigator.

B. NSF's Office of Inspector General (OIG) subsequently received an allegation that [REDACTED] committed plagiarism and violated the confidentiality of the peer review process by copying material from proposals which she had received from NSF as a peer reviewer. Specifically, OIG received an allegation that Proposal 1 contained materials copied from a proposal [REDACTED] previously submitted to NSF by [REDACTED]

[REDACTED] OIG also received an allegation that Proposal 2 contained materials that had been copied from a proposal [REDACTED] previously submitted to NSF by [REDACTED]

The University informed OIG that it was investigating the allegation.

C. After investigating the allegation, the University concluded that [REDACTED] copied nearly verbatim 250 words of text in Proposal 1 authored by [REDACTED] which Dr. Sisson had received as an NSF peer reviewer. The University also concluded that [REDACTED] copied nearly verbatim 225 words of text in Proposal 2 from [REDACTED] proposal (No. [REDACTED] an earlier version of No. [REDACTED]) which Dr. Sisson had received as an NSF peer reviewer. The University concluded that [REDACTED] did not indicate the material was taken from these other proposals and did not give attribution to the original authors.

D. OIG then prepared an investigative report (OIG Case Numbers M91020004 and M93010004) on this allegation and concluded that both of [REDACTED] proposals contained text copied from the original authors' proposals which [REDACTED] had received as an NSF peer reviewer. OIG concluded that [REDACTED] had engaged in plagiarism and a violation of the confidentiality of the peer review system and that such conduct constitutes misconduct in science under NSF's misconduct in science and engineering regulation.

E. NSF has determined that [REDACTED] committed plagiarism and

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violated the confidentiality of the peer review process by copying materials sent to her for peer review into her own NSF proposals. NSF has determined that conduct constitutes misconduct in science under NSF's misconduct in science and engineering regulation.

AGREEMENT

After careful evaluation, and NSF agree to settle this matter as follows:

1. agrees to and has voluntarily excluded herself from receiving federal and non-financial assistance and benefits under non-procurement and procurement Federal programs and activities until February 6, 1996. has not been an applicant (principal investigator or co-principal investigator) or among the senior, key, or supervisory personnel on a grant, contract, or cooperative agreement for scientific, mathematics, or engineering research or education with any agency of the Executive Branch of the Federal Government through February 6, 1996.
2. From February 7, 1996 until February 7, 1997, if is a principal investigator or co-principal investigator on a proposal submitted to NSF for funding, will obtain a signed Assurance form from the Department Chairperson stating that, on the basis the Chairperson's reading of the proposal, the proposal does not to the best of the Chairperson's knowledge, contain any plagiarized material. Concomitant with submission of the proposal, a copy of the Chairperson's Assurance will be sent to the Assistant Inspector General For Oversight in NSF's OIG, to be placed in that Office's file for this matter.
3. From February 7, 1996 until February 7, 1997, if is a principal investigator or co-principal investigator on a proposal submitted to NSF for funding, will certify in writing that: (a) she recently reviewed the definition of misconduct in NSF's misconduct in science and engineering regulation; (b) to the best of her knowledge, her grant application is free of any such misconduct; and (c) that her grant proposal has been reviewed by the Department Chairperson as required by Paragraph 2. Concomitant with the submission of the Proposal, a copy of Certification shall be sent to the Assistant General for Oversight in NSF's OIG, to be placed in that Office's file for this matter.
4. is prohibited from serving as an NSF peer reviewer, panelist, or member of a Committee of Visitors until February 6, 1998.
5. NSF will take no further action against for her actions in this matter.

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6. This agreement constitutes the entire agreement between the parties regarding the above-described matter. No modification to this Agreement shall be valid unless written and executed by both parties thereto.

7. This Agreement terminates and settles this matter, and no party may bring legal action regarding this matter except concerning breach of this agreement.

8. This Agreement will be null and void if it is not executed by the Assistant Director for Biological Sciences within ten (10) calendar days after the signing of this Agreement by

April 19, 1996
Date

Mary E. Clutter
Dr. Mary E. Clutter
Assistant Director for
Biological Sciences
National Science Foundation

April 24, 1996
Date

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