

CLOSEOUT FOR M93030019

This case was brought to OIG on September 9, 1992 by [REDACTED] and [REDACTED], program officers in the [REDACTED] Program of the Division [REDACTED]. They had been informed by [REDACTED] of [REDACTED] (the complainant) that [REDACTED] of the [REDACTED] (the subject) had been reprimanded by his university for unspecified misconduct having to do with a collaboration with a graduate student. The program officers also informed OIG that the subject had submitted a proposal to NSF [REDACTED] entitled [REDACTED] [REDACTED] that he later withdrew, after indicating to one of the program officers that a graduate student had raised "a stink" about it.

OIG contacted the subject, who supplied us with a letter from his Dean and department chair indicating that his university had conducted an inquiry into an allegation of "academic fraud" and determined that the allegation lacked substance. The university's general counsel has also informed us that the university has not found the subject to have committed academic fraud in connection with an NSF proposal or award.

OIG decided that what we knew about the circumstances surrounding the withdrawal of the proposal justified an inquiry into whether there was misconduct involved in its preparation or submission. OIG examined (1) the proposal, (2) the graduate student's written complaint that prompted the University's inquiry, and (3) the University's inquiry report. These documents raised three issues of possible misconduct in connection with the NSF proposal. The first was whether the subject had committed misconduct in claiming authorship of either the proposal or the conference paper on which the proposal was based. The second was whether the subject had committed misconduct by claiming first authorship of the paper. The third was whether the subject had committed misconduct in misrepresenting either the authorship of the conference paper that had formed the basis of the proposal or the graduate student's projected role in the research.

With regard to the first issue, OIG determined that, by the graduate student's own account, the subject played an active role in developing the paper on which the proposal was based. OIG concluded that the subject had a reasonable claim to authorship credit and did not commit misconduct by claiming it. The student

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maintained only that he himself did the bulk of the work and generated the important and novel ideas. These claims, if true, would not necessarily mean that an active collaborator did not deserve authorship credit for the final product. OIG concluded that the subject's joint authorship of the conference paper entitled him to propose the research to NSF as long as he acknowledged the graduate student's role in the development of the paper on which the proposal was based.

With regard to the second issue, OIG concluded that there was evidence that the allocation of authorship credit for the original paper was questionable and that the subject, in keeping with the norms of his discipline, might have been more appropriately listed as second author. OIG decided that the subject's decision to make himself first author, even if incorrect, was not misconduct under NSF jurisdiction because it was made before the paper had any connection to an NSF proposal. Having decided that we lacked jurisdiction, OIG therefore did not consider whether the subject's claim of first authorship was in fact incorrect or whether, if incorrect, it was so inappropriate as to constitute a serious deviation from accepted practice in the relevant scientific community.

With regard to the third issue, OIG determined that there was no misrepresentation in the NSF proposal. The proposal lists the subject as the sole P.I. and contains a footnote on the first page explaining that it is based on a paper co-authored with the graduate student and presented at a professional meeting. The footnote goes on to state that the graduate student would be the subject's assistant if the proposal were funded. The footnote accurately represented how authorship credit was apportioned when the paper was presented. The footnote also accurately represented the subject's future plan. When the proposal was submitted, the subject did in fact expect the graduate student to be his assistant on the project. When the collaboration dissolved, the subject withdrew the proposal. At that time, it would have been unreasonable and unfair to pursue it without the collaborator who had made a major contribution to shaping the research.

In making his complaint to the university, the graduate student asked it to intercede to prevent the subject from "downplaying his significance" as a contributor to the project in the future. After deciding that this was not a matter of "academic fraud," the University proceeded to help protect the graduate student's intellectual property interest and to settle the dispute between collaborators. Universities are empowered to take action against injustices that do not rise to the level of misconduct in science. In this instance, the University, after resolving that

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this incident was not misconduct in science ("academic fraud"), appears to have tried to restore equity by mediating the authorship dispute.

OIG concluded that this case does not raise issues of misconduct that have substance in connection with an NSF proposal or award. The case is closed and no further action will be taken.

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