

CLOSEOUT FOR M94110039

On November 23, 1994, OIG received a letter from Dr. [REDACTED], then vice chair of the Committee on Research Integrity at the [REDACTED] School of Medicine (the university) in [REDACTED]. The letter informed us that the committee had determined that allegations of misconduct in science against Dr. [REDACTED] (the subject) had substance and warranted investigation. The complainant who brought this matter to the university's attention was Dr. [REDACTED], a former postdoctoral researcher in the subject's laboratory. The complaint emerged out of a long standing conflict between the subject and the complainant. This conflict had been mediated two years earlier by Dr. [REDACTED] (the mediator) when he was head of the subject's department. The subject's research was funded in part by her NSF award, [REDACTED]. Her project was entitled [REDACTED]

At the university's request, OIG agreed to defer action on this case until the university completed its investigation. On February 23, 1995, the university transmitted its investigation report. OIG reviewed the report and concluded that its factual findings supported the university's judgment that no misconduct had occurred.

There were four allegations of misconduct against the subject. The first was that she violated an agreement with the complainant by changing the order of authorship of a collaborative paper without informing the complainant that she was doing so. The investigating committee interviewed the subject, the complainant, and the mediator and examined the letter that the mediator wrote to the subject recording the subject's agreement with the complainant. Based on this letter, the testimony of the subject, and the testimony of the mediator, the committee concluded that the agreement did not cover authorship order on the manuscript in question. It therefore concluded that the subject did not violate the agreement by changing the authorship order on the manuscript.

The committee further concluded that the subject did not seriously deviate from accepted practice when she changed the authorship order on the paper unilaterally and without informing the complainant. The committee concluded that it was within the range of accepted practice in the discipline and at the university for principal investigators, when reporting work done exclusively in their laboratories, to make decisions about authorship order on

papers without notifying junior co-authors or seeking their approval. The university accepted the committee's judgment about accepted practice, and OIG has no reason to believe that that judgment is in error. The committee opined, however, that the subject's action in not notifying her co-author of the change in authorship order was poor practice, even if it was not misconduct in science.

In OIG's view, the subject's contribution to the paper, as described in the investigation report and supporting materials, indicated that her claim of first authorship was itself not out of line with accepted practices and could not be considered misconduct.

The second allegation of misconduct was that the subject did not provide the complainant with the final draft of their manuscript so that the complainant could review it before the manuscript was submitted for publication. The evidence indicated that the complainant had seen and approved the penultimate draft, which was substantially similar to the final draft, and had agreed that certain minor changes were necessary. OIG agrees with the committee that, under these circumstances, failing to obtain approval of the final draft of the manuscript from all co-authors, though undesirable, was not a serious deviation from accepted practices.

The third allegation concerned the subject's unilateral assignment of copyright to the journal in which the manuscript was published. The subject and the complainant clearly agreed to submit the manuscript to this journal. In the scientific community, journals usually require assignment of copyright when a manuscript is accepted for publication. If the subject's submission of the manuscript was not itself misconduct, as the committee concluded it was not, then the assignment of copyright, which followed routinely from this submission, cannot be considered misconduct.

The fourth allegation was that the subject entered into an agreement to collaborate with another scientist in violation of her pact with the complainant not to do so. The committee determined that, when the subject had exploratory conversations with the other scientist about a possible collaboration, she promptly informed the complainant of this fact. It also concluded that the subject did nothing to try and exclude the complainant from this potential collaboration. The evidence indicated that the potential collaboration never became a reality and that, when the conversations took place, the agreement not to collaborate was due to expire in three months. OIG concluded that the subject, by participating in preliminary discussions of a research project that she had promised not to undertake during the period of her agreement with the complainant, did not seriously violate the norms of the scientific community or do anything that might have

substantially harmed the complainant.

OIG wrote to the subject to tell her that we were closing the case without a finding of misconduct. We explained that we accepted her university's conclusion that her actions did not **seriously** deviate from accepted practices and hence were not misconduct.

This case is closed and no further action will be taken.