



NATIONAL SCIENCE FOUNDATION  
OFFICE OF INSPECTOR GENERAL  
OFFICE OF INVESTIGATIONS

## CLOSEOUT MEMORANDUM

Case Number: A11090064

Page 1 of 1

NSF OIG received an allegation that a PI (Subject)<sup>1</sup> submitted NSF proposals containing plagiarism. Our inquiry determined three NSF proposals<sup>2</sup> contained plagiarism. We referred the matter to his University.<sup>3</sup>

The University's investigation concluded that the Subject committed plagiarism, but that his actions were careless and did not constitute a significant departure from accepted practices, thereby not research misconduct.

Our independent assessment of the report and further review led us to conclude by a preponderance of the evidence that the Subject recklessly plagiarized, thereby committing an act of research misconduct. In addition, we determined that while serving as a reviewer for NSF, the Subject submitted duplicate reimbursement requests to NSF and to the University.<sup>4</sup> We recommended that NSF take actions to protect the federal interests including debarring the Subject for a period of two years. The Deputy Director concurred with our recommendations. The Subject's appeal of the finding was denied.

This memo, the attached report of investigation, and letters from NSF officials constitute the case closeout. Accordingly, this case is closed.

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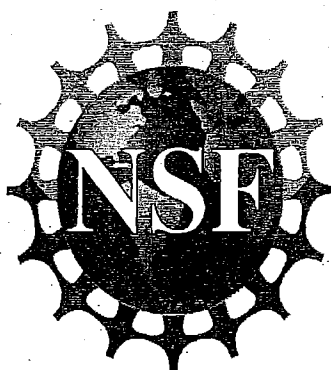
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<sup>4</sup> See Closeout Materials related to I11040015.

SENSITIVE

SENSITIVE

# National Science Foundation Office of Inspector General



## Report of Investigation Case Number I-11040015

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## Executive Summary

**Allegation** NSF OIG received an allegation from a University Audit department that a faculty member charged both the University and the National Science Foundation (NSF) for travel to NSF to serve as a review panelist. There was a separate allegation of research misconduct associated with three proposals submitted by the same faculty member to NSF for funding.

**Subject** The Subject was a professor of [REDACTED] at the University. The Subject has served as Principal Investigator (PI) on NSF awards and as a review panelist at NSF.

**OIG Investigation** OIG, working with the University Audit department, found that the Subject took six trips to NSF to serve as a panelist in which he was reimbursed by both the University and NSF for the same travel costs. NSF paid the Subject a flat rate for each trip; he then subsequently requested and received reimbursement totaling \$4,540.95 from the University. On three of those trips, reimbursement from the University came from NSF awards, totaling \$2,287.04. It was further discovered that the Subject requested and received duplicate travel reimbursement on two occasions from the University and a third party private institution.

OIG also found that the Subject committed research misconduct in the form of plagiarism of 36 lines and eight references in two identical NSF proposals, and an additional plagiarism of 76 lines and 16 references in a third NSF proposal.

**Recommendations** Based upon the facts described herein, OIG recommends NSF debar the Subject for 2 years under the non-procurement suspension and debarment regulations, and make a finding of research misconduct against him under the research misconduct regulations.

## **I. Factual Background**

We received an allegation from a University<sup>1</sup> that the Subject<sup>2</sup>, a professor at the University, received duplicate travel reimbursement from NSF and the University, to come to NSF and serve as a panelist to review grants. Along with the University's Audit department, we conducted an investigation of the Subject's travel and determined that between 2004 and 2011 the Subject received duplicate travel reimbursement for six trips to serve as a panelist at NSF and two trips to teach a course sponsored by a third party institution (TPI).<sup>3</sup> The University suspended the Subject in the Fall of 2011 while its investigation was being conducted.

### **a) Travel to NSF:**

NSF proposals are normally reviewed by a panel of three to ten non-NSF individuals who are experts in the particular field of research relevant to the proposal.<sup>4</sup> NSF relies on the merit review process to help identify which proposals to fund. When review panels are held at NSF, reviewers are authorized to travel on behalf of NSF. If airfare is necessary it is centrally purchased for the reviewer through NSF. Reviewers are then provided with a flat rate reimbursement based on a fixed predetermined daily fee, to cover costs for accommodations and meals. When an individual is selected to serve on a review panel, they are sent an invitation letter with the above-mentioned explanation of how their travel costs are being paid.

The Subject began serving as an NSF panel reviewer in [REDACTED]. That first time, the Subject received a copy of an invitation letter which explained that his airfare would be centrally booked by NSF, and that NSF would provide him with a flat rate reimbursement to cover the rest of his travel expenses.<sup>5</sup> His first time as a panel reviewer while a professor at the University was in [REDACTED]. The Subject also attended NSF as a panel reviewer in [REDACTED]. In line with NSF policy, the Subject received an invitation letter with Federal travel instructions each time he served as a reviewer.

In addition to receiving the flat rate reimbursement for travel costs by NSF, the Subject also submitted requests for, and received, duplicate travel reimbursement from his University for the six trips he took to NSF to serve as a panelist beginning in [REDACTED]. The Subject requested and received the following duplicate reimbursements, totaling \$4,540.95:

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<sup>1</sup> [REDACTED]

<sup>2</sup> [REDACTED]

<sup>3</sup> [REDACTED]

<sup>4</sup> NSF Proposal and Award Policies and Procedures Guide, Chapter III

<sup>5</sup> TAB 1

TRAVEL DATE	NSF FLAT RATE PAYMENT	UNIVERSITY REIMBURSEMENT
██████████	\$1,240	\$973.66 <sup>6</sup>
██████████	\$760	\$650.34 <sup>7</sup>
██████████	\$1,240	\$682.90 <sup>8</sup>
██████████	\$1,520	\$701.54 <sup>9</sup>
██████████	\$1,240	\$953.80 <sup>10</sup>
██████████	\$1,240	\$578.71 <sup>11</sup>

The Subject also served as a PI on multiple NSF awards, and in three of the six trips, the duplicative travel reimbursements came from those awards,<sup>12</sup> totaling \$2,287.04.

We and the University separately interviewed the Subject.<sup>13</sup> In his interviews, the Subject admitted to receiving the duplicate funding, but claimed that it was due to a misunderstanding. According to the Subject, he believed that NSF intended the flat rate that it paid to him as an honorarium for serving as a panelist. The Subject claimed to not know that it was related to travel expenses. The Subject stated that this belief came from conversations he had with other review panelists and NSF Program Officers. However, neither we nor the University were able to corroborate this claim. In fact, NSF Program Officers we interviewed stated that it was made clear to panelists that the money was travel reimbursement, and that panelists often joked about how they did not get paid for their time serving on panels.<sup>14</sup> The Subject explained that although he received NSF's invitation letters with travel instructions, he did not read them in any detail, but instead would forward them to his assistants who arranged his travel.<sup>15</sup> After his first assistant requested reimbursement from the University for the ██████████ trip to NSF, his subsequent assistants followed the established procedure. The Subject's first assistant passed away prior to this investigation. We interviewed a subsequent assistant who arranged his ██████████ trip to NSF. She stated that in the process of preparing the Subject's travel for that trip she learned from NSF that it paid for reviewers' travel, and that the University should not be reimbursing the Subject for travel. She stated that the issue came up with the Subject, but he told her that she had misunderstood and that she should continue preparing travel like it had been done in the past.<sup>16</sup>

<sup>6</sup> TAB 2

<sup>7</sup> TAB 2

<sup>8</sup> TAB 2

<sup>9</sup> TAB 2

<sup>10</sup> TAB 2

<sup>11</sup> TAB 2

<sup>12</sup> NSF Awards ██████████

<sup>13</sup> Summary of interviews available to review in OIG file

<sup>14</sup> Summary of interview available to review in OIG file

<sup>15</sup> Summary of interview available to review in OIG file

<sup>16</sup> Summary of interview available to review in OIG file

**b) The Third Party Institution(TPI):**

The Subject also requested and received duplicate travel reimbursements from his University and a TPI. From [REDACTED] the Subject attended a conference<sup>17</sup> in [REDACTED] hosted by the TPI, where he also taught a two-day course. In [REDACTED] the Subject signed a contract with the TPI to teach the course.<sup>18</sup> Article II of the contract provided that the Subject would receive an honorarium of \$2,000 or 12% of the gross revenues, whichever was greater, and that the TPI would reimburse the Subject for travel and lodging up to \$1,500, which was subsequently increased to \$1,700 by the TPI.<sup>19</sup> Article III provided that the TPI could cancel the course for any reason, including insufficient enrollment, but only up to three weeks prior to the course date.<sup>20</sup> We interviewed the employee at the TPI responsible for organizing the course, who stated that at three weeks out, the TPI was committed to holding the course if they did not cancel it by then, and at that point, she would always send instructors an email confirming the course would be held.<sup>21</sup>

The Subject's University has a policy that professors cannot accept honoraria, or must pay any honoraria they receive to the University, if the University funds the trip or activity that the honoraria are for. However, University officials stated that this rule was not well known among its professors before it began its investigation of the Subject.

After the course, the Subject submitted a reimbursement request to the TPI.<sup>22</sup> Initially the Subject requested \$1,081.12 in honorarium and \$1,947.81 in travel costs, which covered transportation and three nights of lodging. The Subject subsequently reduced his honoraria request by \$247.81 to compensate for his travel costs exceeding the \$1,700 maximum.<sup>23</sup> The Subject also submitted a travel expense report to his University for \$3,013.23 for the entirety of the trip, including the costs he requested and received from the TPI.<sup>24</sup> In [REDACTED] after he was confronted by the University concerning the duplicative travel reimbursement and honorarium, the Subject paid both back to the TPI.<sup>25</sup>

From [REDACTED] the Subject attended a conference<sup>26</sup> in San Diego, California, hosted by the TPI, where he again also taught a two-day course. In [REDACTED] the

<sup>17</sup> [REDACTED]

<sup>18</sup> TAB 3

<sup>19</sup> TAB 3

<sup>20</sup> TAB 3

<sup>21</sup> Summary of interview available to review in OIG file

<sup>22</sup> TAB 4

<sup>23</sup> TAB 4

<sup>24</sup> TAB 5

<sup>25</sup> Summary of interview available to review in OIG file

<sup>26</sup> [REDACTED]

Subject signed a contract<sup>27</sup> with the TPI to teach the course. The contract contained the same terms as the one he signed to teach the course for the TPI in [REDACTED]

After the course, the Subject submitted a travel reimbursement request to the TPI for \$1,350.64, which covered transportation and three nights of lodging.<sup>28</sup> The Subject had initially requested reimbursement for seven nights of lodging, but the TPI limited it to only the nights related to the course the Subject taught.<sup>29</sup> The Subject also submitted a travel expense report to the University for \$3,371.02 for the entirety of the trip, including the costs he requested and received from the TPI.<sup>30</sup> However, that expense report was never processed, because the Subject came forward during his suspension from the University and notified the University that the TPI had already reimbursed some of his costs.

In his interviews, the Subject claimed that the duplicate reimbursements were a misunderstanding. The Subject stated that he requested full travel reimbursements from the University prior to the trips because the TPI would only cover his travel costs if the course was not cancelled due to lack of attendance, which he claimed could happen right up to the course date. Additionally, there was a limit on the amount of travel costs for which the TPI would reimburse him. Therefore, the Subject claimed never to know if and how much the TPI would reimburse him for travel until after the course was taught. Although the contracts the Subject signed stated that the TPI could only cancel the course up to three weeks before it was taught, the Subject claimed that he signed the contracts without reading them because he was too busy.

## **II. Debarment**

NSF has authority to debar an individual or institution for “[v]iolation of the terms of a public agreement or transaction so serious as to affect the integrity of an agency program . . . .”<sup>31</sup> Such a violation occurs when the individual or institution commits a “willful violation of a statutory or regulatory provision or requirement applicable to a public agreement or transaction. . . .”<sup>32</sup> Furthermore, NSF has the authority to debar an individual or institution for “[a]ny other cause of so serious or compelling a nature that it affects [the individual’s or institution’s] present responsibility.”<sup>33</sup>

### **a) The Subject’s Actions:**

The Subject’s actions requesting and receiving duplicative travel reimbursements demonstrate a lack of present responsibility. Over a span of nearly six years, the Subject traveled

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<sup>27</sup> TAB 6

<sup>28</sup> TAB 7

<sup>29</sup> TAB 8

<sup>30</sup> TAB 9

<sup>31</sup> 2 C.F.R. § 180.800 (b).

<sup>32</sup> 2 C.F.R. § 180.800 (b)(3).

<sup>33</sup> 2 C.F.R. § 180.800 (d).

to NSF six times to serve as a panel reviewer. On each occasion he received travel reimbursements from his University despite also receiving a flat rate travel reimbursement from NSF. Further, on each occasion he received an invitation letter explaining that NSF paid for his travel-related expenses. The Subject also requested and received duplicate travel reimbursements from his University and the TPI in [REDACTED] and requested duplicate travel reimbursements again in relation to the TPI in [REDACTED] before notifying the University during his suspension that some of the funds he requested had already been reimbursed to him.

**b) The Subject's Intent:**

As discussed at length above, the weight of the evidence strongly indicates, by at least a preponderance of the evidence, that the Subject at the very least acted recklessly in all regards. The Subject stated that he mistakenly believed the flat rate payments he received from NSF were an honoraria for serving as a panelist. Even if this claim is believed, any such mistake by the Subject cannot be considered a reasonable one. Neither NSF OIG nor the University could corroborate the Subject's claim that he had been told by NSF Program Officers or other panelists that the payment was an honorarium. To the contrary, an NSF Program Officer stated that it was made clear to all panelists what the money was for. In fact, the Subject received an invitation letter for each trip he served as a panelist, which clearly explained that NSF paid for his travel. Even if the Subject is believed that he did not read those letters, his failure to do so was reckless, and reflects poorly on his present responsibility to handle Federal funds. In addition, there is evidence that the Subject was informed through one of his assistants that NSF was reimbursing him for travel.

It was also at the very least reckless for the Subject to have requested and received any duplicate travel reimbursements from the University and the TPI. Even taking into account the Subject's claim that he requested the funds from the University on both trips because it was possible the TPI might cancel the courses and not reimburse him for his travel, the Subject should have known from the terms of the contracts he signed that the courses could only be cancelled up to three weeks before, and he would have therefore had enough notice not to have to request reimbursement from the University. If the Subject did not read the contracts that he himself signed, it also reflects poorly on his present responsibility to handle Federal funds. Further, based on the interview with the TPI's employee, there is evidence that the Subject received emails three weeks prior to the events confirming the courses were to be held; he therefore knowingly requested duplicative travel reimbursements. It is also worth noting that the Subject retained the duplicate funds he received from the University for the [REDACTED] trip to Denver despite the course not being cancelled and despite receiving payment from the TPI. He also did not return any money to the TPI until two years later, when he was confronted about it during the University's investigation.



**c) Burden of Proof:**

In debarment actions, the burden of proof lies with the acting agency (NSF) to demonstrate by a preponderance of the evidence that cause for debarment exists.<sup>34</sup> Here, the preponderance of the evidence indicates that the Subject at least recklessly sought and received duplicate travel reimbursement for trips to NSF to serve as a panel reviewer and trips to attend a conference and teach a short course on behalf of a TPI.

**d) Relevant Factors**

The debarment regulation lists 19 factors that the debarring official may consider.<sup>35</sup> Listed below are the factors pertinent to this case.

**1. Actual or Potential Harm or Impact<sup>36</sup>**

The Subject's actions have caused actual harm to both NSF and his University. The University paid the Subject \$4,540.95 in duplicate reimbursements for his travel to NSF. Of that money, \$2,287.04 came from the Subject's NSF grants.

**2. Frequency or Duration of Incidents<sup>37</sup>**

The frequency and duration of the Subject's actions demonstrate a significant lack of present responsibility. Over six years, and on six separate occasions, the Subject visited NSF as a panel reviewer, received a flat rate travel reimbursement from NSF, and then subsequently submitted duplicate claims for travel reimbursements from his University. On each occasion, the Subject received an invitation letter which stated that NSF paid for his travel; He either recklessly failed to read it, or was put on actual notice that the payment was not an honorarium. Twice the Subject attended a conference and taught a short course sponsored by the TPI and submitted duplicate claims for reimbursement for travel to both the TPI and the University. In both instances, the Subject either did not know that the TPI had to commit to the course three weeks before the event because he recklessly failed to read the contract that he entered into, or he did know and sought the duplicate travel reimbursement anyway.

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<sup>34</sup> 2 C.F.R. § 180.850, and 2 C.F.R. § 180.855.

<sup>35</sup> 2 C.F.R. § 180.860.

<sup>36</sup> 2 C.F.R. § 180.860 (a).

<sup>37</sup> 2 C.F.R. § 180.860 (b).

### **3. Pattern of Wrongdoing<sup>38</sup>**

The actions of the Subject demonstrate a clear pattern of wrongdoing for the same reasons as discussed immediately above.

### **4. Past or Current Federal Debarment<sup>39</sup>**

The Subject has no history of federal debarment or suspension.

### **5. Acceptance of Responsibility and Cooperation<sup>40</sup>**

The Subject maintains that all instances in which he has sought and received duplicative funding were misunderstandings, and not intentional. Since this investigation began, the Subject has cooperated fully with both the University and NSF OIG. The Subject has offered to repay the University for the duplicate travel reimbursements it paid for his trips to NSF. The Subject also returned to the TPI the travel reimbursement and honoraria he received for the short course he taught on the [REDACTED] Denver trip, and amended his travel expense report for the [REDACTED] San Diego trip, to avoid any duplicate reimbursements from that trip.

The other considerations listed in the debarment regulation do not appear relevant to this matter.

## **III. Research Misconduct**

### **a) OIG Inquiry**

We conducted an inquiry into an allegation of plagiarism by the Subject by reviewing nine of his more recent proposals and found that two (Proposal 1<sup>41</sup> and Proposal 2<sup>42</sup>) contained copied material. Proposals 1 and 2, which were essentially identical in content, both contained 30 lines of text with 8 references allegedly plagiarized from one source (Source A).<sup>43</sup>

We contacted the Subject about the allegation.<sup>44</sup> The Subject responded that Proposals 1 and 2 were identical because Proposal 1 was a revision of Proposal 2.<sup>45</sup> He explained Source B,<sup>46</sup> written by the same authors as Source A, was the source document, as he had used this same

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<sup>38</sup> 2 C.F.R. § 180.860 (c).

<sup>39</sup> 2 C.F.R. § 180.860(d).

<sup>40</sup> 2 C.F.R. § 180.860 (g) and (i).

<sup>41</sup> Tab 10: [REDACTED]

<sup>42</sup> Tab 11: [REDACTED]

<sup>43</sup> Tab 12

<sup>44</sup> Tab 13

<sup>45</sup> Tab 14

<sup>46</sup> Tab 15

language in another NSF proposal (Proposal 3)<sup>47</sup> submitted before Source A's publication. He said Proposal 3's text was "based on a variety of sources, including literature searches, summaries provided by students, and notes taken at conferences/workshops on the subject."<sup>48</sup> He noted that Source B was cited in Proposal 3, but "Regretfully, reference to Source B was inadvertently omitted during the transfer [to Proposals 1 and 2] due, in part, to unawareness on my part of its direct relation to the text in question and, in part, to page limitations and the need to add new material."<sup>49</sup> Regardless, the Subject argued that "As for accuracy and intent, [the Source Author<sup>50</sup>]'s papers were amply cited."<sup>51</sup> He said Proposal 3 named the Source Author 44 times, and that of its 128 references, 22 were Source Author documents. Similarly, he said, Proposals 1 and 2 named the Source Author 48 times, and that of their 170 references, 15 were Source Author documents.<sup>52</sup> He added that:

... I have personally listed [the Source Author] as the No. 1 recommended Reviewer of [Proposal 3], knowing and trusting that the material presented about his work would meet with his approval, and believing that he would be in a position to thoroughly and objectively judge its intellectual merit.<sup>53</sup>

He concluded:

I regret very much my unawareness of this issue and express to you my readiness to revise the proposal section in question, if so permitted. However, I assure you that the two short sections have no direct bearing on the actual work proposed as they provide accurate and factual information about historical background and existing definitions that only support the need to pursue the original tasks proposed.<sup>54</sup>

Based on the Subject's response, we replaced Source B as the source of the copied text in Proposals 1 and 2, and reviewed Proposal 3. We determined Source B was not cited in Proposals 1 or 2, but was cited in Proposal 3,<sup>55</sup> albeit not near the verbatim copied text. We identified additional Source B material in Proposals 1 and 2, which we annotated,<sup>56</sup> and annotated the copied text in Proposal 3.<sup>57</sup> We confirmed that the Source Author is frequently named within Proposals 1-3 and that he was recommended as a Proposal 3 reviewer. We noted however that

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<sup>47</sup> Tab 16: [REDACTED]

<sup>48</sup> Tab 14, Response Letter, pg 1

<sup>49</sup> Tab 14, Response Letter, pg 2

<sup>50</sup> [REDACTED]

<sup>51</sup> Tab 14, Response Letter, pg 2

<sup>52</sup> Tab 14, Response Letter, pg 2-3

<sup>53</sup> Tab 14, Response Letter, pg 3

<sup>54</sup> Tab 14, Response Letter, pg 3

<sup>55</sup> Tab 16, Reference [96]

<sup>56</sup> Tab 17

<sup>57</sup> Tab 15

the Subject did not recommend him as a reviewer for Proposals 1 or 2.<sup>58</sup> Lastly, we examined documents the Subject provided to prove that the annotated text is commonly used without citation in his field. We noted they did not prove common usage in the field as the Source Author himself wrote these other documents. Our review identified 36 lines and 8 references in Proposals 1 and 2, and 76 lines and 16 references in Proposal 3, copied from Source B.

We determined the Subject's response did not dispel the allegation. Specifically, Source B was not cited in or demarcated within Proposals 1 and 2, and was not cited near the verbatim text or demarcated within Proposal 3. We concluded there was sufficient evidence to proceed to an investigation.

## **b) University Investigation and Adjudication**

### **1. Investigation**

Consistent with our policy, we referred the investigation to the University.<sup>59</sup> A University official<sup>60</sup> reviewed our findings, concluded the University would conduct an investigation,<sup>61</sup> and convened an Investigation Committee (Committee).<sup>62</sup>

The Committee interviewed the Subject, reviewed documents, and produced an Investigation Report (Report).<sup>63</sup> The Committee "concluded that the allegations of plagiarism asserted by NSF are technically true in the sense that text was copied verbatim without proper attribution," but "concludes that this conduct does not rise to the level of research misconduct because [the Subject]'s failure to confirm the proper indication of quoted material in this case was limited and careless, not done with any intent to deceive or reckless disregard for appropriate scholarly processes."<sup>64</sup>

Specifically, the Committee concluded that the Subject "submitted three NSF proposals, each containing the same two blocks of text plagiarized from source papers, authored by a set of collaborators including [the Source Author]."<sup>65</sup> It "concluded that there is a preponderance of evidence that plagiarism occurred because words were appropriated without appropriate credit," but "noted, however, that there could not be said to be an attempt to appropriate 'another person's ideas, processes, results... without giving appropriate credit'" because "References to

<sup>58</sup> The Subject told the Committee that the Source Author retired in [REDACTED], which preceded submission of Proposals 1 and 2 (Tab 13, Exhibits A-E, pg 23).

<sup>59</sup> Tab 18. We made the referral to [REDACTED], which referred the matter to [REDACTED]. Tab 19 contains [REDACTED]'s research misconduct policy.

<sup>60</sup> [REDACTED]  
<sup>61</sup> Tab 20

<sup>62</sup> Tab 21, Charge Letter and Table of Contents for Attachments. Tab 12 also contains [REDACTED] letter to the Subject

<sup>63</sup> Tab 22

<sup>64</sup> Tab 22, Report, pg 7

<sup>65</sup> Tab 22, Report, pg 1

the sources of these ideas in [the Source Author]'s work are made explicitly in both sections in which words are improperly quoted verbatim."<sup>66</sup>

The Committee "concluded that this plagiarism was the product of careless error, but was not knowing, reckless or intentional."<sup>67</sup> It "concluded that the number and consistency of citations to the [Source Author's] work in all three proposals combined with the fact that [the Subject] recommended [the Source Author] as a reviewer of [Proposals 1 and 2],<sup>68</sup> support [the Subject]'s assertion that this was an unusual and careless error."<sup>69</sup> Additionally, the Committee said "[The Subject] was working from notes compiled by students, and he was not aware that they had copied text directly instead of summarizing it in their own words, as he had assumed. [The Subject] admits that he should have checked the students' work in [REDACTED] more closely, and it appears that he should have checked the sources (and the text) when he re-used the [REDACTED] text in [Proposals 1 and 2]."<sup>70</sup>

The Committee found the Subject's actions were "a deviation, but not a 'significant deviation'"<sup>71</sup> from accepted practices. The Report "concluded that incorporating students' notes unchanged into a proposal without making an effort to ensure that they are summaries in the preparer's own words is a departure from accepted practices in the relevant research community."<sup>72</sup> It said [the Subject] said his "usual practice is to review student notes more critically and carefully than he did in [REDACTED]" but that "pressures of time and workload led him to cut corners in constructing this proposal, and his unfamiliarity with the papers in question by [the Source Author] made it less likely that he would recognize that the notes contained verbatim quotations."<sup>73</sup> The Committee concluded that "This error appears to be an isolated event, given [the Subject]'s detailed explanations about his general supervision of graduate students, the success and productivity of his research program, and the success of his graduate students."<sup>74</sup>

Regarding pattern, in his statement to the Committee, the Subject said:

In regard to journal articles, I tend to be very careful and critical of any material that we incorporate, questioning its validity, origination, connection with our work, etc. Furthermore, the step of reviewing the galley-proofs in journal publications can be an important safeguard as it enables us to recheck the work from a bird's eye view before

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<sup>66</sup> Tab 22, Report, pg 4

<sup>67</sup> Tab 22, Report, pg 4

<sup>68</sup> We note that the Source Author was NOT a recommended reviewer for Proposals 1 and 2.

<sup>69</sup> Tab 22, Report, pg 5

<sup>70</sup> Tab 22, Report, pg 5

<sup>71</sup> Tab 22, Report, pg 6

<sup>72</sup> Tab 22, Report, pg 6

<sup>73</sup> Tab 22, Report, pg 6

<sup>74</sup> Tab 22, Report, pg 6

publication.<sup>75</sup>

The Report concluded that:

We received firm assurances from [the Subject] that this was not part of a pattern of behavior on his part, that in other cases he checks material submitted by students much more carefully and rewrites their notes in his own style. . . . His record of scholarly publication and the multiple 'Best Paper' awards he and his students have won at professional meetings indicates a high level of scholarly achievement. Given his solid record of scholarly achievement, we came to the conclusion that it was implausible to believe that this degree of carelessness on his part was frequent.<sup>76</sup>

Lastly, the Committee identified no impact on the research record or others,<sup>77</sup> said the Subject "had not received training in the responsible conduct of research or other formal training relevant to the acts that are the subject of this investigation,"<sup>78</sup> and had not signed internal certifications for Proposals 1-3.<sup>79</sup> It concluded that the Subject "accepts responsibility for these errors, and stands ready to ameliorate these concerns in any way NSF might deem appropriate."<sup>80</sup>

## 2. Adjudication

The University imposed actions "to ensure that proper controls are in place to avoid this type of error going forward."<sup>81</sup> Specifically, before the Subject could submit external proposals or manuscripts, it required:

- The Subject, his staff, and his students complete all CITI training related to responsible conduct of research and plagiarism
- The Subject complete a continuing education course in professional ethics before submitting additional proposals or manuscripts; and
- The Subject submit "a signed attestation" for every proposal and manuscript, for two years until December 31, 2014, that states the document "does not contain plagiarized material."<sup>82</sup>

Additionally, the University "committed to implementing a number of programs designed to strengthen our foundational training in responsible conduct of research. (RCR) and to

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<sup>75</sup> Tab 22, Exhibits A-E, pg 27

<sup>76</sup> Tab 22, Report, pg 6

<sup>77</sup> Tab 22, Report, pg 6

<sup>78</sup> Tab 22, Report, pg 7

<sup>79</sup> Tab 22, Report, pg 7. University policy now requires such certification.

<sup>80</sup> Tab 22, Report, pg 7

<sup>81</sup> Tab 22, Cover Letter, pg 2

<sup>82</sup> Tab 22, Cover Letter, pg 2

emphasize the critical value of research integrity in our university community,”<sup>83</sup> such as broadening its use of CITI training and implementing “a contract for software . . . designed to verify that manuscripts and proposals do not contain plagiarized content.”<sup>84</sup>

### **c) OIG Investigation and Assessment**

We contacted the Subject, provided him with a copy of the Report and attachments and offered him the opportunity to comment on the Report.<sup>85</sup> He chose not to respond. We reviewed the Report and assessed it for accuracy and completeness. Overall, we found the report to be accurate and complete. Nonetheless, we chose to further examine the standards of the Subject’s research community and review the NSF proposals the Subject submitted following receipt of our inquiry letter.

To examine the standards of the Subject’s research community, we reviewed the ethical guidelines of a leading professional association in the Subject’s field.<sup>86</sup> The Subject has served as a leader in, won awards from, and published in journals produced by the association. The ethical standards for the association’s publications state:

An author should cite those publications that have been influential in determining the nature of the reported work and that will guide the reader quickly to the earlier work that is essential for understanding the present investigation. An author should ensure that the paper is free of plagiarism, i.e., that it does not appropriate the composition or ideas of another and claim them as original work of the present author(s). Plagiarism in any form is unacceptable and is considered a serious breach of professional conduct, with potentially severe ethical and legal consequences.<sup>87</sup>

We noted that the Subject himself acknowledged that the preferred method in his field is to use direct quotations or indentation to avoid an appearance of impropriety. Accordingly, we determined, the Subject violated accepted practices of his relevant research community by not adequately crediting others’ contributions.

A finding of research misconduct by NSF requires (1) there be a significant departure from accepted practices of the relevant research community, (2) the research misconduct be committed intentionally, or knowingly, or recklessly, and (3) the allegation be proved by a preponderance of the evidence.<sup>88</sup>

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<sup>83</sup> Tab 22, Cover Letter, pg 2

<sup>84</sup> Tab 22, Cover Letter, pg 2

<sup>85</sup> Tab 23

<sup>86</sup> [REDACTED]

<sup>87</sup> [REDACTED]

<sup>88</sup> 45 C.F.R. §689.2(c).

## **1. The Acts**

Our review found the Subject plagiarized 36 lines and 8 references in Proposals 1 and 2, and 76 lines and 16 references in Proposal 3, from one source. We found that the Subject did not cite the source or demarcate its text within Proposals 1 and 2, and did not cite the source near the verbatim text or demarcate its text within Proposal 3. We concurred with the Report that the Subject's actions constitute plagiarism, as described in NSF's definition. Unlike the University, we concluded that the acts did constitute a significant departure from accepted practices, in that, although the Source Author was cited and named within Proposals 1-3, the proposals contained no indication to readers that its words were not those of the Subject.

## **2. Intent**

Although plagiarism is inherently a knowing act, we determined that, given the circumstances, the Subject acted recklessly in including text provided by students into Proposal 3 without sufficient review and in not re-reviewing the sources before submitting Proposals 1 and 2. The ultimate responsibility for a proposal submission lies with the proposal's named PIs, who are expected to review and re-review proposal content for compliance with scholarly standards and with NSF policies and procedures. Failure to do so constitutes a reckless act.

## **3. Standard of Proof**

OIG concludes that the Subject's actions and intent were proven based on a preponderance of the evidence. We therefore conclude that the Subject, by a preponderance of the evidence, recklessly plagiarized, thereby committing an act of research misconduct.<sup>89</sup>

## **IV. NSF OIG Recommendations**

### **a) Debarment:**

For the reasons set forth above, and based upon a preponderance of the evidence, NSF OIG concludes that the actions of the Subject demonstrate a significant lack of present responsibility to handle Federal funds. Consistent with the need to protect the interests of the public and NSF, NSF OIG recommends that NSF take the following actions as a final disposition of this case:

- Pursuant to 2 C.F.R. § 180 *et seq.*, debar the Subject for 2 years.

### **b) Research Misconduct**

In deciding what actions are appropriate when making a finding of research misconduct, NSF must consider several factors. These factors include how serious the misconduct was;

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<sup>89</sup> 45 C.F.R. part 689.



degree of intent; whether it was an isolated event or part of a pattern; its impact on the research record; and other relevant circumstances.<sup>90</sup>

### **1. Seriousness**

The Subject's actions are a violation of the standards of scholarship and the tenets of general research ethics and those within his research community. Though the Source Author was named and cited within Proposals 1-3, the Subject's use of verbatim copied text without demarcation served to misrepresent the text's origin to reviewers.

### **2. Pattern**

We found no plagiarism in proposals the Subject submitted following the start of the inquiry, or in other NSF proposals reviewed during our initial inquiry.

Based on the evidence, OIG recommends NSF:

- send a letter of reprimand to the Subject informing him that NSF has made a finding of research misconduct;<sup>91</sup>
- require the Subject to complete an ethics course, which includes discussion on citation practices, within 1 year and provide certification of its completion to OIG.<sup>92</sup>

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<sup>90</sup> 45 C.F.R. §689.3(b).

<sup>91</sup> A letter of reprimand is a Group I action (45 C.F.R. §689.3(a)(1)(i)).

<sup>92</sup> Completing an ethics course is a final action that is comparable to the final actions listed in 45 C.F.R. §689.3(a).

**NATIONAL SCIENCE FOUNDATION**

4201 WILSON BOULEVARD  
ARLINGTON, VIRGINIA 22230



OFFICE OF THE  
DEPUTY DIRECTOR

[REDACTED]

**CERTIFIED MAIL --RETURN RECEIPT REQUESTED**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

***Re: Notice of Proposed Debarment and Notice of Research Misconduct  
Determination***

Dear Dr. [REDACTED]:

While a faculty member at the [REDACTED] you received duplicate reimbursements from the National Science Foundation (NSF) and the [REDACTED] for travel to serve as a review panelist at NSF. You also included copied material in three NSF proposals. The details of this financial and research misconduct are set forth in the attached report of the NSF Office of the Inspector General ("OIG").

In light of your financial misconduct, this letter serves as formal notice that the NSF is proposing to debar you from directly or indirectly obtaining the benefits of Federal grants for a period of two years. During your period of debarment, you will be precluded from receiving Federal financial and non-financial assistance and benefits under non-procurement Federal programs and activities. In addition, you will be prohibited from receiving any Federal contracts or approved subcontracts under the Federal Acquisition Regulations ("FAR"). Lastly, during your debarment period, you will be barred from having supervisory responsibility, primary management, substantive control over, or critical influence on, a grant, contract, or cooperative agreement with any agency of the Executive Branch of the Federal Government.

In light of your research misconduct, I am requiring that you complete a responsible conduct of research course and accordingly submit a certificate of its completion.

**Research Misconduct and Sanctions other than Debarment**

Under NSF's regulations, "research misconduct" is defined as "fabrication, falsification, or plagiarism in proposing or performing research funded by NSF ..." 45 CFR 689.1(a). Plagiarism is defined as "the appropriation of another person's ideas, processes, results or words without giving appropriate credit." 45 CFR 689.1(a)(3). A finding of research misconduct

requires that:

- (1) There be a significant departure from accepted practices of the relevant research community; and
- (2) The research misconduct be committed intentionally, or knowingly, or recklessly; and
- (3) The allegation be proven by a preponderance of evidence.

45 CFR 689.2(c).

As the OIG's report demonstrates, you copied 36 lines and eight references in two proposals and 76 lines and sixteen references in a third proposal. You did not cite the source or demarcate the text in any of the three instances. Your appropriation of this text without attribution constitutes plagiarism. I therefore conclude that your actions meet the applicable definition of "research misconduct" set forth in NSF's regulations.

Pursuant to NSF's regulations, the Foundation must also determine whether to make a *finding* of misconduct based on a preponderance of the evidence. 45 CFR 689.2(c). After reviewing the Investigative Report, NSF has determined that, based on a preponderance of the evidence, your plagiarism was committed intentionally and constituted a significant departure from accepted practices of your research community. I am, therefore, issuing a finding of research misconduct against you.

NSF's regulations establish three categories of actions (Group I, II, and III) that can be taken in response to a finding of misconduct. 45 CFR 689.3(a). Group I actions include issuing a letter of reprimand; conditioning awards on prior approval of particular activities from NSF; requiring that an institution or individual obtain special prior approval of particular activities from NSF; and requiring that an institutional representative certify as to the accuracy of reports or certifications of compliance with particular requirements. 45 CFR 689.3(a)(1). Group II actions include award suspension or restrictions on designated activities or expenditures; requiring special reviews of requests for funding; and requiring correction to the research record. 45 CFR 689.3(a)(2). Group III actions include suspension or termination of awards; prohibitions on participation as NSF reviewers, advisors or consultants; and debarment or suspension from participation in NSF programs. 45 CFR 689.3(a)(3).

In determining the severity of the sanction to impose for research misconduct, I have considered the seriousness of your misconduct as well as other relevant circumstances. 45 CFR 689.3(b).

I, therefore, take the following action:

- You are required to complete a comprehensive responsible conduct of research training course within one year from the date of this letter and provide documentation of the program's content.

Your certification of completion should be submitted in writing to NSF's Office of Inspector General, Associate Inspector General for Investigations, 4201 Wilson Boulevard, Arlington, Virginia, 22230.

### **Debarment**

#### ***Regulatory Basis for Debarment***

Pursuant to 2 CFR 180.800 (d), debarment may be imposed for "any [other] cause of so serious or compelling a nature that it affects your present responsibility."

In any debarment action, the government must establish the cause for debarment by a preponderance of the evidence. 2 CFR 180.850. In this case, you traveled to NSF six times to serve as a panel reviewer, and, on each occasion, you sought and received reimbursement from your university despite having received reimbursement for the same from NSF. On each occasion, NSF explained clearly in writing that funds provided were for purposes of travel. Your actions were both serious and compelling and affect your present responsibility to manage federal funds. As such, cause for debarment under 2 CFR 180.800 (d) is fully supported.

#### ***Length of Debarment***

Debarment must be for a period commensurate with the seriousness of the causes upon which an individual's debarment is based. 2 CFR 180.865. Generally, a period of debarment should not exceed three years but, where circumstances warrant, a longer period may be imposed. 2 CFR 180.865. Having considered the seriousness of your actions, as well as the relevant aggravating and mitigating factors set forth in 2 CFR 180.860, we are proposing your debarment for a period of two years.

### **Appeal Procedures for Finding of Research Misconduct and Procedures Governing Proposed Debarment**

#### ***Appeal Procedures for Finding of Research Misconduct***

Under NSF's regulations, you have 30 days after receipt of this letter to submit an appeal of this finding, in writing, to the Director of the Foundation. 45 CFR 689.10(a). Any appeal should be addressed to the Director at the National Science Foundation, 4201 Wilson Boulevard, Arlington, Virginia 22230. If we do not receive your appeal within the 30-day period, the decision on the finding of research misconduct will become final. For your information, we are attaching a copy of the applicable regulations.

#### ***Procedures Governing Proposed Debarment***

The provisions of 2 CFR Sections 180.800 through 180.885 govern debarment procedures and

decision-making. Under these regulations, you have 30 days after receipt of this notice to submit, in person or in writing, or through a representative, information and argument in opposition to this debarment. 2 CFR 180.820. Comments submitted within the 30-day period will receive full consideration and may lead to a revision of the recommended disposition. If NSF does not receive a response to this notice within the 30-day period, this debarment will become final.

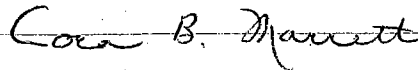
Any response should be addressed to Lawrence Rudolph, General Counsel, National Science Foundation, Office of the General Counsel, 4201 Wilson Boulevard, Room 1265, Arlington, Virginia 22230. For your information, we are attaching a copy of the Foundation's regulations on non-procurement debarment and FAR Subpart 9.4.

Should you have any questions about the foregoing, please contact [REDACTED] Deputy General Counsel, at (703) 292-8060.

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Sincerely,

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Cora B. Marrett  
Deputy Director

Enclosures:  
Investigative Report  
Nonprocurement Debarment Regulations  
FAR Regulations  
45 CFR Part 689

NATIONAL SCIENCE FOUNDATION  
4201 Wilson Boulevard  
Arlington, Virginia 22230



OFFICE OF THE  
GENERAL COUNSEL

**CERTIFIED MAIL--RETURN RECEIPT REQUESTED**

[REDACTED]

*Re: Notice of Debarment and Finding of Research Misconduct*

Dear Dr. [REDACTED]:

On [REDACTED] the National Science Foundation ("NSF") issued to you a Notice of Proposed Debarment and Notice of Research Misconduct Determination ("Notice") in which NSF proposed to debar you from directly or indirectly obtaining the benefits of federal grants for a period of two years. As reflected in the Notice, NSF proposed to debar you due to your receipt of duplicate travel reimbursements from NSF and the [REDACTED] ("University").<sup>1</sup> In addition, NSF made a finding of research misconduct based on your submission of three NSF proposals containing plagiarized material. Additional details of your actions in this matter are set forth in the Office of the Inspector General Report of Investigation ("Report"), attached hereto and incorporated herein.

In the Notice, NSF provided you with thirty days to respond to the proposed debarment and proposed research misconduct determinations. You requested, and were granted, an extension of time to submit your appeal by NSF. You provided, through counsel, a timely appeal letter ("Appeal") to NSF [REDACTED].

<sup>1</sup> In your [REDACTED] Appeal, you point out that the [REDACTED] Notice did not reference the duplicate travel reimbursement from the [REDACTED]. NSF chose not to address this issue as the alleged misconduct did not directly relate to NSF. Regardless, even without considering this issue, the remaining misconduct supports the debarment determination.

### **Debarment Determination**

In your Appeal, you first claim that the OIG failed to itemize the duplicate travel expenses. This argument has no impact on this determination as the receipts attached to the OIG report are themselves itemized and sufficiently describe each of the duplicate reimbursed expenses. Next, you claim that the OIG "violated its procedures" by failing to provide you with a draft Report. The OIG often provides individuals with a copy of the draft Report as a courtesy, but this practice is not required by law.

You next attempt to place responsibility for the duplicate reimbursed expenses related to your service as an NSF panelist on your assistants and administrators at the University. This position is not supported by the evidence. The travel authorizations submitted by you, included in Tab 2 of the OIG Report, show that you did not disclose to administrators that you received a flat rate reimbursement from NSF as part of your participation as a panel member. The Outside Interest Disclosure form, attachment A-1 to your Appeal, while disclosing that you received money from NSF related to panel service, provides no explanation as to the amount received or what expenses it was intended to cover. In your Appeal, you claim that you relied on University administrators to properly process reimbursements because they expressed to you that they were familiar with NSF panel service. However, the only document that you submit in support of that claim is an e-mail, attachment A-10 to your Appeal, regarding administration of an NSF international travel grant that is wholly unrelated to NSF panel service. Your argument that the University policy regarding honoraria caused confusion between yourself and University administrators also fails as the University honoraria policy cited in Attachment A-2 of your Appeal clearly states "[e]mployees cannot be reimbursed for the same travel expenses from an outside organization and the university." You cannot abrogate responsibility for your own financial reimbursements, submitted and signed off by you, by placing the blame on administrative staff at the University.

There is also no merit to your argument that you were unaware that the daily compensation you received from NSF covered expenses related to being a panelist. As stated in the Report, NSF program officers made it clear to you that the daily compensation covered all expenses related to being a panelist. NSF routinely sends out notices to panelists that contain the following language:

Panelists will receive a one-time reimbursement for services based on a fixed predetermined flat rate fee. This compensation covers all expenses related to the meeting (hotel guestroom charges, daily meals, taxes, ground transportation, and other incidental expenses including parking).

This language is unambiguous and clearly put you on notice that the compensation you received covered the expenses that you subsequently sought reimbursement for from the University.

After careful consideration of all of the arguments in your Appeal, including those addressed above, and having considered the seriousness of your actions, NSF has determined that you are debarred for a period of two years. The debarment period will begin from the date of this letter.<sup>2</sup>

Debarment precludes you from receiving federal financial and non-financial assistance and benefits under non-procurement federal programs and activities unless an agency head or authorized designee makes a determination to grant an exception in accordance with 2 CFR 180.135. Non-procurement transactions include grants, cooperative agreements, scholarships, fellowships, contracts of assistance, loans, loan guarantees, subsidies, insurance, payments for specified use, and donation agreements.

In addition, you are prohibited from receiving federal contracts or approved subcontracts under the Federal Acquisition Regulations at 48 CFR subpart 9.4 for the period of this debarment. 2 CFR 180.925. During the debarment period, you may not have supervisory responsibility, primary management, substantive control over, or critical influence on, a grant, contract, or cooperative agreement with any agency of the Executive Branch of the Federal Government.

#### **Research Misconduct Determination**

In your Appeal, you mistakenly claim that the OIG and NSF inappropriately relied upon a definition of plagiarism used by the [REDACTED] instead of applying the definition of plagiarism found under NSF regulations. As explained in the OIG Report, the [REDACTED] plagiarism standard was examined by the OIG, and considered by NSF, not as the applicable definition of plagiarism in this case, but instead to determine what constitutes accepted practices for citing sources in your research community. This analysis was done to determine if your plagiarism constituted research misconduct as described in 45 C.F.R. 689.2(c), which states in relevant part that "[t]here be a significant departure from accepted practices of the relevant research community."

You next argue that OIG "violated its established policy" by conducting its own investigation instead of relying on the University investigation and findings. The NSF research misconduct regulations make it clear that the OIG may "... (2) [d]efer to inquiries or investigations of the awardee institution or of another Federal agency; or (3) [a]t any time proceed with its own inquiry..." In this case, consistent with NSF regulations, the OIG chose to proceed with its own inquiry. While the OIG concurred with much of the University's findings, including the fact that plagiarism occurred in this case, the OIG went a step further and more closely examined what constitutes a significant departure from accepted practices and determined that the plagiarism satisfied the regulatory requirements for a finding of research misconduct.

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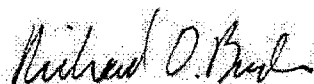
<sup>2</sup> You have communicated with NSF regarding an error in the System for Award Management ("SAM") that listed you as excluded for a period of approximately three months prior to this debarment determination becoming final. SAM administrators cannot remove the record of the three month exclusion period; therefore, NSF will credit you with those three months towards the two year debarment period now being instituted. This means that the debarment will end one year and nine months from the date of this letter.



Accordingly, the finding of research misconduct described in the [REDACTED] Notice will not be overturned. Consistent with the Notice, you will have one year from the date of this letter to complete a comprehensive responsible conduct of research training course and provide documentation of the program's content. Your certification of completion should be submitted in writing to NSF's Office of the Inspector General, Associate Inspector General for Investigations, 4201 Wilson Boulevard, Arlington, Virginia 22230.

Should you have any questions about the foregoing, please contact [REDACTED] Assistant General Counsel, at (703) 292-5066.

Sincerely,



Richard O. Buckius  
Chief Operating Officer

cc: [REDACTED]