



NATIONAL SCIENCE FOUNDATION
OFFICE OF INSPECTOR GENERAL
OFFICE OF INVESTIGATIONS

CLOSEOUT MEMORANDUM

Case Number: A01110037

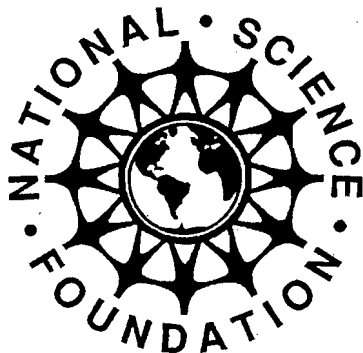
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In Fall 2001, we received an allegation that an assistant professor of (the Subject) incorporated text from another scientist's successful proposal into his own proposal. We referred the matter to the Subject's university, who investigated and found that he committed plagiarism constituting misconduct in science. The university Provost decided that the seriousness of the matter warranted termination, and placed the Subject on a one-year nonrenewable contract. Our further investigation uncovered plagiarism in four other NSF proposals as well as the Subject's doctoral dissertation, demonstrating a substantial pattern of plagiarism warranting debarment. To protect the interests of NSF and the Federal government, we recommended that the Subject be debarred for three years and excluded from serving as an NSF reviewer, advisor, or consultant for a period of five years.

The Subject completed his teaching contract in Spring and took a faculty position outside NSF and the Subject subsequently entered into a settlement agreement under which the Subject voluntarily excludes himself from receiving U.S. Federal assistance and benefits for a period of 18 months beginning on August 13, 2003, and is prohibited from serving as an NSF peer reviewer or panelist during that period. The Subject also agreed to complete a two-week training session on citation methods and practices for scientific papers.

Our investigation report, NSF's settlement agreement, and this memo constitute the closeout for this investigation.

National Science Foundation Office of Inspector General



Confidential
Investigation Report
Case Number A01110037

March 7, 2003

Summary

The Office of Inspector General (OIG) has concluded that the Subject¹ plagiarized materials into proposals he submitted to the National Science Foundation (NSF). The Subject's university investigated an allegation of plagiarism in one NSF proposal, found that the Subject committed plagiarism and therefore misconduct in science, and placed him on a one-year terminal employment contract. Our additional investigation revealed an extensive pattern of plagiarism, beginning with the Subject's doctoral dissertation and extending to multiple NSF proposals.

We recommend that NSF take the following actions as a final disposition in this case:

1. NSF should issue a letter of reprimand informing the Subject that NSF has made a finding of misconduct in science against him.
2. NSF should prohibit the Subject from serving as an NSF reviewer, advisor, or consultant for a period of five years.
3. NSF should debar the Subject from participation in Federal programs for a period of three years.

OIG's Inquiry

On November 5, 2001, we received an allegation that the Subject's proposal³ was plagiarized from a successful proposal⁴ submitted by a Principal Investigator (PI) at another institution. We compared the two proposals and found approximately 90 lines of identical and/or substantially similar text. We also identified other sources of unattributed text in the proposal. Altogether, we identified approximately 200 lines of unattributed text taken from thirteen different sources. The Subject's proposal and alleged source documents, with identical text highlighted and cross-referenced, are at Tab 1, Attachment 8.

On November 29, 2001, we sent the Subject excerpts from these documents and asked him to respond to six questions about his treatment of sources⁵. The Subject responded by e-mail on December 7, 2001⁶. In his response, the Subject acknowledges that he copied material written by others. With respect to the alleged source proposal, the Subject states: "I was appalled when I received your letter to see how much of [the PI's] language I actually used. This was a

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Assistant Professor, Department of _____ University

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is NSF's premier funding opportunity for

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⁵ Our inquiry materials are included in the Report of the Scholarly Misconduct Committee, at Tab 1. Our letter to the Subject is at Tab 1, Attachment 4.

⁶ The Subject's response to our inquiry letter is at Tab 1, Attachment 4. We note that the Subject did not divulge the identity of the person who gave him a copy of _____. We addressed this issue as a separate matter.

serious error in judgment.”⁷ With respect to the other material, the Subject writes: “In most cases, I placed a citation to the source of the language in question in close proximity to the language itself ... I thought that using the language was acceptable as long as I cited the source. I realize that the only proper action was either to explicitly quote the borrowed text or to rewrite it in my own words.”⁸

Based on the evidence and the Subject’s response to our inquiry letter, we concluded that the allegation of plagiarism was substantive. On December 20, 2001, we formally referred investigation of this case to the Subject’s university⁹.

The University’s Actions

Following university policy, the Vice-Provost for Research conducted an inquiry into the allegations to determine whether a university investigation was warranted. As a result of the inquiry, the Vice-Provost concluded that an investigation was warranted and so notified the Subject by letter dated February 19, 2002¹⁰.

The university appointed an eight-member committee to investigate the allegation of plagiarism. On August 9, 2002, we received the Committee’s report¹¹. In summary, the report stated:

“The Committee found this occurrence to be plagiarism proven by a preponderance of the evidence. Additionally, the Committee found [the Subject]’s actions to be intentional. Finally, the Committee found [the Subject]’s actions to be a serious deviation from accepted academic practices and thus misconduct in science under NSF’s definition.”¹²

The Committee recommended that the Subject “be given a one year terminal contract with the university’s option of extending it to two years provided [he] acknowledges, and apologizes for, his actions in writing to the authors of the source materials and NSF, and that he enroll in, and complete, a course in scientific ethics.”¹³

On September 7, 2002, we received the Provost’s adjudication¹⁴. The Provost accepted the Committee’s report but decided that the seriousness of the matter warranted stronger action than that recommended by the Committee. The Provost informed the Subject that he was placed on a one-year non-renewable contract, and that he would not be retained beyond academic year 2002-2003.

⁷ Tab 1, Attachment 4, p. 5.

⁸ Tab 1, Attachment 4, pp. 5-6.

⁹ Our referral letter is at Tab 1, Attachment 2.

¹⁰ University’s letter notifying the Subject of initiation of investigation is at Tab 1, Attachment 5.

¹¹ The Scholarly Misconduct Committee Report is at Tab 1.

¹² Tab 1, Attachment 1, p. 4.

¹³ Tab 1, Attachment 1, p. 4.

¹⁴ The Provost’s adjudication is at Tab 2.

OIG's Assessment of the University's Investigation Report

NSF's misconduct regulation, 45 C.F.R. part 689, was revised in 2002. The conduct under investigation occurred before April 17, 2002, the effective date of NSF's revised regulation. Accordingly, the Committee applied and we apply the definition of "misconduct in science" from the version of NSF's regulation in effect when the conduct occurred (2001), while following the procedures of the revised regulation.

NSF's misconduct regulation states that "After receiving a report from an external investigation by an awardee institution or another Federal agency, OIG will assess the accuracy and completeness of the report and whether the investigating entity followed reasonable procedures. It will either recommend adoption of the findings in whole or in part or, normally within 30 days, initiate a new investigation" (45 C.F.R. §689.9(a) (2002)). We believe that the Committee's investigation report is accurate, and that the investigating entity followed reasonable procedures.

The definition of misconduct in science includes "plagiarism, or other serious deviation from accepted practices in proposing, carrying out, or reporting results from activities funded by NSF" (45 C.F.R. §689.1(a)(1) (2001)). A finding of misconduct requires that (1) there be a significant departure from accepted practices of the relevant research community, that (2) the misconduct be committed intentionally, or knowingly, or recklessly, and that (3) the allegation be proved by a preponderance of the evidence (45 C.F.R. §689.2(c) (2002)). We agree with the Committee that the Subject's plagiarism is a serious deviation from accepted academic practice and therefore constitutes a significant departure from accepted practices in the Subject's research community. The evidence supports the Committee's conclusion that the acts of plagiarism in the Subject's proposal were intentional.

In deciding what final actions to recommend to be taken by NSF management, we also need to assess whether the misconduct was an isolated event or part of a pattern (45 C.F.R. §689.3(b)(3) (2002)). However, the Committee did not determine whether the misconduct was an isolated incident or part of a pattern. The Committee stated: "[The Subject] has told the Committee that this is a unique incident. Given the information at its disposal the Committee could not definitively answer this question or confirm [his] response."¹⁵

We concluded that the Committee's report was incomplete for NSF's purposes and that additional investigation was required. On September 12, 2002, we invited the Subject to comment on the Committee's report and notified him of the initiation of our investigation¹⁶.

The Subject's Response to the Committee's Report

On October 25, 2002, the Subject responded through his lawyer¹⁷. The Subject does not contest the Committee's finding that he plagiarized material from a successful NSF proposal and that he incorporated material from other sources into his 2001 proposal

¹⁵ Tab 1, Attachment 1, p. 4.

¹⁶ Our letter informing the Subject of the initiation of our additional investigation is at Tab 3.

¹⁷ Letter from the Subject's lawyer is at Tab 4.

without proper attribution and distinction. According to the letter, the Subject "was not aware of the attribution standards which applied to the presentation of a proposal to the NSF."¹⁸

The Subject's 2001 proposal (henceforth referred to as Proposal-6) was one of eight NSF proposals to which he contributed; in Exhibit C of the letter, the Subject reviews each of the seven other proposals, including two on which he was a co-PI (henceforth Proposal-1¹⁹ and Proposal-2²⁰) and five on which he was the sole PI (henceforth Proposal-3²¹, Proposal-4²², Proposal-5²³, Proposal-7²⁴, and Proposal-8²⁵). With the exception of Proposal-8, the Subject indicates that these documents represent his own work.

Specifically, the letter states that the Subject "has reviewed the portions [of Proposals 1-2] that he drafted. Based upon his review, he believes that the content of the portions that he drafted to be entirely his own and that he has furnished attribution of source materials which were not his original works of authorship."²⁶ For Proposals 3-5, the Subject "believes that the content of the proposal is entirely his own and that he furnished attribution of source materials which were not his original works of authorship."²⁷ Proposal-7 is a duplicate of Proposal-4. Concerning Proposal-8, the Subject "withdrew the Proposal because he was made aware of the problems outlined in [OIG's] Inquiry Letter. The presentation style and format of the referenced Proposal is very similar to the proposal which is the subject of the investigation [i.e. Proposal-6]."²⁸

OIG's Investigation

To determine whether the Subject's misconduct was an isolated event or part of a pattern, we reviewed documents for which the Subject claimed authorship. Specifically, we reviewed the Subject's doctoral dissertation, the two proposals to which he contributed as co-PI (Proposal-1 and Proposal-2), his first sole-PI proposal (Proposal-3), and his most recent proposal (Proposal-8). As summarized below, in each of these documents we found text taken from other sources without citation and distinction. We conclude that the Subject's misconduct was not an isolated event, but rather was part of a long-standing pattern of plagiarism.

Dissertation. We found that the Subject's 1995 doctoral dissertation²⁹ contains a significant amount of unattributed text taken from textbooks and published articles. The Subject's

¹⁸ Tab 4, p. 5.

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²⁶ Tab 4, p. 21.

²⁷ Tab 4, pp. 21-22.

²⁸ Tab 4, p. 23.

dissertation and alleged source documents, with identical text highlighted and cross-referenced, are at Tab 6.

Proposal-1. The Subject is listed as a co-PI on this 1998 proposal. When we asked the Subject to clarify which parts of the proposal he drafted, he identified four sentences of the Project Description as his "contribution to the authorship of the Proposal[]"³⁰. These four sentences lie within a 20-line section that describes the Subject's proposed research project. We believe that the Subject wrote these four sentences, but we believe he also contributed the rest of his section, which is copied verbatim from the report of a 1997 NSF workshop. This conclusion is supported by the fact that text from this workshop report also appears without attribution or distinction in the Subject's Proposal-3 and Proposal-6³¹. Proposal-1 and the alleged source document, with identical text highlighted and cross-referenced, are at Tab 7.

Proposal-2. This proposal, submitted two months after Proposal-1, is a resubmission with minor revisions. Revisions to the Subject's section indicate that he had an opportunity to rewrite his section and address the treatment of sources. However, he made no changes to the allegedly copied text. Proposal-2 and the alleged source document, with identical text highlighted and cross-referenced, are at Tab 8.

Proposal-3. This July 2000 proposal was the first of six proposals submitted by the Subject as sole PI. We identified at least seven sources from which text was taken without attribution and distinction, including a textbook, webpages, published articles by other researchers, and the Summary section of another PI's successful proposal³². Proposal-3 and the alleged source documents, with identical text highlighted and cross-referenced, are at Tab 9.

Proposal-8. This 2001 proposal was submitted to the F
Our analysis indicates that it was created using text from (1) Proposal-2, Proposal-3, Proposal-5, and Proposal-6; (2) a published article co-authored by the Subject and two other researchers; and (3) submitted by a member of the Subject's department. The material from the Subject's previous proposals includes plagiarized text: for example, the Subject has included text from his 2001 proposal, submitted two months before, that was plagiarized from another PI's successful proposal. The material taken from a colleague's proposal represents additional uncited text. In Proposal-8, the Subject was drawn once again to the apt phrases of another PI's educational plan as he incorporated material from both a successful proposal and a competing proposal. Proposal-8 and the alleged source documents, with identical text highlighted and cross-referenced, are at Tab 14.

³⁰ Tab 11, p. 1.

³¹ For the NSF workshop report as used in Proposal-3, see Tab 9, Attachment F; for Proposal-6, see Tab 1, Attachment 8 F.

Analysis of the above documents provided sufficient evidence to address the issue of pattern. Accordingly, we concluded our investigation without analyzing Proposal-4 and Proposal-5. Proposal-6 was the focus of our initial inquiry and the university's investigation. Proposal-7 is a duplicate of Proposal-4.

OIG's Assessment

In deciding what final actions are appropriate when misconduct is found, NSF officials should consider: (1) How serious the misconduct was; (2) the degree to which the misconduct was knowing, intentional, or reckless; (3) whether it was an isolated event or part of a pattern; (4) whether it had a significant impact on the research record, research subjects, other researchers, institutions or the public welfare; and (5) other relevant circumstances (45 C.F.R. §689.3(b) (2002)).

Seriousness of the Subject's Actions

In his 2001 proposal (Proposal-6), the Subject presented a significant amount of text written by others as his own work. Over 200 lines of text in this proposal³⁴ were appropriated without attribution and distinction from the work of others. We believe this constitutes very serious misconduct.

The Subject's Intent

The Subject's university concluded that he intentionally copied material from sources into his 2001 proposal without attribution and distinction. In particular, the Committee concluded that the Subject copied text from a successful proposal by another PI "to improve the funding potential of the proposal he submitted to NSF, knowing that this material was not in the public domain."³⁵

The Subject's response to the Committee's report states that "he was not aware of the attribution standards which applied to the presentation of a proposal to the NSF."³⁶ However, the Subject does not claim he thought it acceptable to commit plagiarism in a grant proposal. We believe that the Subject knew that he was committing plagiarism as he sat at his computer and typed in over 200 lines of material from multiple sources. In particular, we believe that the Subject knew he was plagiarizing as he studied the successful proposal submitted by another PI and selected over 90 lines for incorporation into his own proposal.

We believe that the Subject is well aware of standards for the proper treatment of sources. The Grant Proposal Guide clearly articulates NSF's expectations in a statement which has changed little since 1998, when the first of the Subject's eight proposals was submitted:

NSF expects strict adherence to the rules of proper scholarship and attribution. The responsibility for proper attribution and citation rests with authors of a research proposal; all parts of the proposal should be prepared with equal care for this concern.

³⁴ Proposal-6 contains approximately 575 lines of text in the Project Summary and the Project Description.

³⁵ Tab 1, Attachment 1, p. 3.

³⁶ Tab 4, p. 5.

Serious failure to adhere to such standards can result in findings of misconduct in science. NSF policies and rules on Misconduct in Science and Engineering are discussed in GPM Section 930.³⁷

The Subject's knowledge of attribution standards is further indicated by his *curriculum vitae*, which states that he has served as associate editor for the transactions of a professional society, guest editor for special issues of journals, co-chair for numerous professional society workshops, and member of many program committees. The Subject has also co-authored numerous papers in conference proceedings, journals, and edited volumes. The Subject is an active member of the Association for professional societies that have codes of ethics. In particular,³⁸ states, under

As an member I will ...

1.6 Give proper credit for intellectual property

Computing professionals are obligated to protect the integrity of intellectual property. Specifically, one must not take credit for others' ideas or work, even in cases where the work has not been explicitly protected by copyright, patent, etc.³⁹

We believe that the Subject intentionally typed in over 200 lines of material from multiple sources into his 2001 proposal and presented it as his own work in order to create a false impression of his abilities as a writer, a researcher and an educator, and to thereby deceive NSF reviewers.

Finally, we believe that the Subject also intended to deceive NSF by concealing the extent of his plagiarism. In our initial inquiry, we asked the Subject twice about his use of sources in other NSF proposals; he did not answer this question. In the course of the university's investigation, the Subject indicated that the plagiarism in his 2001 proposal represented a unique incident. In the Subject's detailed review of his other NSF proposals, he stated that proposal contents are his and that he attributed source materials. Our subsequent investigation showed otherwise.

The Subject's Actions as an Isolated Event or Part of a Pattern

The Committee stated that the Subject "has told the Committee that this is a unique incident. Given the information at its disposal the Committee could not definitively answer this question or confirm [his] response."⁴⁰ Our subsequent investigation showed that the Subject has engaged in repeated acts of plagiarism, as evidenced in his doctoral dissertation and his NSF proposals.

OIG's Recommended Disposition

³⁷ NSF 98-2, Grant Proposal Guide, p. 1.

³⁸ The ACM Code of Ethics is attached at Tab 5.

³⁹ Tab 5, pp. 2-4.

⁴⁰ Tab 1, Attachment 1, p. 4.

We recommend that NSF take the following actions as a final disposition in this case:

1. NSF should issue a letter of reprimand informing the Subject that NSF has made a finding of misconduct in science against him⁴¹.
2. NSF should prohibit the Subject from serving as an NSF reviewer, advisor, or consultant for a period of five years⁴².
3. NSF should debar the Subject from participation in Federal programs for a period of three years⁴³.

We believe that this case calls for Group III actions, including debarment. First, we note that the Subject plagiarized material from other NSF proposals and presented it as his own work, thereby demonstrating his unfitness to serve as a reviewer of confidential NSF proposals. Moreover, his repeated acts of plagiarism show a level of contempt for ethical standards that makes him unfit to serve NSF in any capacity. For these reasons, we recommend that the Subject be prohibited from serving as an NSF reviewer, advisor, or consultant for a period of five years.

Second, we note that the Subject's employment contract ends in Spring 2003. The Subject may again seek to secure Federal funding after moving to another university or to the private sector. A requirement for certifications and assurances with respect to proposals submitted through future employers would not be effective, since the Subject appears unable to distinguish his work from the work of others. Any certification that his proposals contain no plagiarized materials may be meaningless. Finally, the Subject may decide to seek funding from Federal agencies that do not use NSF's method of peer review by subject-matter experts. The Subject's extensive history of plagiarism constitutes a risk to the Government. For these reasons, we recommend that the Subject be debarred from participation in Federal programs for a period of three years.

The Subject's Response to Our Draft Report

We sent the Subject a draft of this report on February 11, 2003. In a letter dated February 27, the Subject responded that in order to expedite the process, he would not provide comments at this time.

⁴¹ A letter of reprimand to the individual is a Group I action (45 C.F.R. §689.3(a)(1)).

⁴² Prohibiting participation of an individual as an NSF reviewer, advisor, or consultant for a specified period is a Group III action (45 C.F.R. §689.3(a)(3)).

⁴³ Debarment of an individual is a Group III action (45 C.F.R. §689.3(a)(3)).

SETTLEMENT AGREEMENT

This Agreement is voluntarily entered into between
and the National Science Foundation ("NSF") for the purpose of fully resolving NSF's misconduct in science allegation and any related debarment proceeding against

RECITALS

- A. The National Science Foundation's (NSF) Office of the Inspector General (OIG) issued an investigative report (OIG Case #A01110037) on March 7, 2003 in which it recommended that NSF: (1) issue a finding of misconduct in science against for plagiarizing materials into proposals that he submitted to the National Science Foundation; (2) debar for three years; and (3) prohibit from serving as a NSF peer reviewer for five years.
- B. The administrative record establishes that the University investigated the allegations of misconduct against and concluded that he committed misconduct in science by plagiarizing materials in his NSF proposals.
- C. was initially notified of the allegations of misconduct by NSF's OIG on approximately November 29, 2001. Since that date has not applied for any Federal funding for his research.
- D. voluntarily waives any right that he has to a fact-finding hearing on disputed material issues of fact pertinent to a debarment proceeding and consents to the terms set forth below.

THE UNDERSIGNED PARTIES HEREBY AGREE AS FOLLOWS:

1. voluntarily excludes himself from receiving federal financial and non-financial assistance and benefits under Federal non-procurement and procurement programs and activities until eighteen months from the effective date of this Agreement. This period is in addition to the period of time from November 29, 2001, in which he refrained from applying for Federal funding. During the eighteen-month voluntary exclusionary period, will not receive any funds from, or serve as a principal investigator, co-principal investigator, nor 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. NSF will instruct the General Services Administration to add name to the GSA Government-wide list of excluded individuals (ELS) for the eighteen-month exclusionary period.

2. _____ will complete a two-week training session at the University _____ in which he will study appropriate citation methods and practices for scientific papers, including proposals for Federal funding and articles published in scientific journals.
3. _____ is prohibited from serving as an NSF peer reviewer or panelist during the eighteen-month exclusionary period.
4. NSF agrees that it will not pursue further misconduct in science proceedings against _____ based upon OIG's Investigation Report in Case #MA01110037. NSF will not make any referrals to the Department of Justice or State prosecutorial authorities based upon the OIG Investigation Report Case #A01110037. Disclosure of any records or information by the NSF from the NSF case file in this disbarment proceeding will be consistent with the Privacy Act of 1974 and the Privacy Act System Notice NSF-55, "Debarment/Scientific Misconduct Files".
5. This agreement does not constitute an admission of guilt, fault, or wrongdoing by either party.
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. _____ has had the opportunity to discuss this settlement agreement with his attorney and fully understands its terms.
9. This Agreement is effective on the date signed by NSF's Office of General Counsel.
10. This Agreement will be null and void if not executed by NSF's Office of General Counsel within ten calendar days after the signing of the Agreement by _____ and his attorney.

Anita Eisenstadt
Anita Eisenstadt
Assistant General Counsel
National Science Foundation

8/13/03
Date