



NATIONAL SCIENCE FOUNDATION
OFFICE OF INSPECTOR GENERAL
OFFICE OF INVESTIGATIONS

CLOSEOUT MEMORANDUM

Case Number: A09070067

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A Massachusetts university¹ notified us that it had completed an investigation of multiple allegations of falsification and fabrication against one of its professors.² The university concluded that the professor had committed multiple acts of research misconduct, a subset of which it identified as involving NSF funds. The university also identified NIH awards associated with the misconduct.

We coordinated our investigation with the U.S. Attorney's Office (USAO) in the university's district and the Department of Health and Human Services (HHS) OIG to assess potential criminal and civil violations. The USAO declined to pursue a criminal case with the understanding that there was a pending administrative proceeding.

To resolve the allegations involving the NSF awards, the professor has entered into a voluntary exclusion agreement (attached) with NSF based primarily on the university report. In the agreement, he acknowledges that NSF has sufficient evidence to make a research misconduct finding. In lieu of a formal finding, he has agreed voluntarily to exclude himself for 18 months to be followed by a period of 3 years of certifications and assurances. The professor has also agreed to submit detailed data management plans to NSF OIG during the three-year period for any NSF funded work in which he participates. Furthermore, within one year of executing the agreement, the professor must certify his completion of responsible conduct of research training.

Accordingly, this case is closed.

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VOLUNTARY EXCLUSION AGREEMENT

This Voluntary Exclusion Agreement (also referred to herein as the "Agreement") is made and entered into by and between the National Science Foundation ("NSF") and [REDACTED] to fully resolve issues associated with [REDACTED] ("University") findings of research misconduct against [REDACTED], as outlined in the University's Investigating Committee Report ("Committee Report"), dated [REDACTED].

I. Preamble

1. [REDACTED] began his appointment at the University as an Assistant Professor in [REDACTED]. He was tenured as a Professor in the [REDACTED] Department [REDACTED].
2. In [REDACTED], an inquiry was opened by the Committee on [REDACTED] of the University's [REDACTED] to consider allegations of research misconduct made against [REDACTED].
3. In [REDACTED] after concluding that sufficient evidence existed for a full investigation, the Committee on [REDACTED] appointed an Investigating Committee to further investigate the allegations of research misconduct against [REDACTED].
4. The Investigating Committee considered in detail whether [REDACTED] committed research misconduct in eight different projects. As part of its investigation, the Investigating Committee interviewed numerous witnesses, reviewed written materials, and viewed a number of research-related videos from data impounded from [REDACTED] laboratory and his computers.
5. The Investigating Committee finalized its Committee Report in [REDACTED]. As described in detail in the Report, the Investigating Committee found evidence in support of each of the eight allegations, which involved both falsification and reckless handling of data. These findings are summarized in Section II of this Agreement.
6. In [REDACTED] took a leave of absence from the University. He resigned his position with the University effective [REDACTED].

II. The University's Findings of Research Misconduct

7. For the purposes of this Agreement, we have summarized the eight findings of research misconduct made by the University.
8. *Finding #1:* [REDACTED] falsified data in an unpublished manuscript submitted to [REDACTED] in 1999 entitled, [REDACTED]. [REDACTED] also committed other significant deviations regarding data management. An early, pre-submission draft of the manuscript originally circulated to colleagues by [REDACTED] claimed that 10 of 10 subjects in both parts of an experiment responded as hypothesized. In the manuscript that was submitted to [REDACTED], however, the results were changed to reflect that 9 of 10 subjects responded as hypothesized. Although [REDACTED] contended that he had recoded and/or reanalyzed the data, [REDACTED] (who also served as an author on the paper) had no recollection of such recoding or reanalysis. The University identified emails that support [REDACTED] recollection. Additionally, the Investigating Committee found that some of the original material for this work could not be

found, and that [REDACTED] was responsible for the loss of these research records. The original manuscript submitted to [REDACTED] included an acknowledgement of funding from [REDACTED] Presidential Young Investigator award from NSF [REDACTED]).

9. *Finding #2:* [REDACTED] falsified the methodology used in a paper published in [REDACTED] in 2002 entitled, [REDACTED]. He also falsified a figure in this paper. The published, falsified experimental procedure did not accurately describe the procedure used, as evidenced by the videotape of the experiment. Specifically, although the videotape of the experiment demonstrated that the [REDACTED] was followed by two [REDACTED] trials, the procedure described in the paper reflected that the [REDACTED] was followed by one [REDACTED] trial and one [REDACTED] trial. Similarly, [REDACTED] presents data for a [REDACTED] trial, which did not take place during the experiment. The paper, which acknowledged an unidentified NSF award, was retracted.
10. *Finding #3:* [REDACTED] falsified the research record in connection with the [REDACTED] [REDACTED] project carried out in [REDACTED] laboratory. Specifically, [REDACTED] changed numerous data points in the original coding data set which was inconsistent with the coding protocol, and which strengthened support for his hypothesis. No manuscript was ever written up for publication.
11. *Finding #4:* In connection with the [REDACTED] project, [REDACTED] falsified the research record, data, and coding methodology in two experiments as described in an unpublished manuscript submitted in various forms to four journals. With respect to Experiment 1, the Investigating Committee found that [REDACTED] falsified the report of the coding procedure he used, and found that he recklessly or intentionally falsified the results of the experiment by reporting that 16 out of 16 subjects responded more to the [REDACTED] than the [REDACTED] stimuli even though the actual result was 13 out of 16; both are statistically significant. With respect to Experiment 3, the Investigating Committee found that [REDACTED] misrepresented the protocol and that he falsified the results to support the hypothesis he sought to present. Details of the methods and coding were corrected by [REDACTED] and his co-authors before publishing the final version of the manuscript in the journal, [REDACTED].
12. *Finding #5:* [REDACTED] falsified the research record, misrepresented the results for one experimental condition, and misrepresented the experimental procedures for one of eight experiments reported in an article entitled, [REDACTED] published in [REDACTED] in 2007. Specifically, the paper reflects that 31 out of 40 [REDACTED] approached the target box in the [REDACTED] condition despite the fact that the video of the experiment demonstrates only that 27 out of 30 [REDACTED] approached the box in this condition. Although both results are statistically significant, the Committee found that the misrepresentation strengthened the result. Additionally, the University relied upon the fact that there was an absence of videos for the [REDACTED] condition (one of eight conditions in the study) and an absence of most videos for aborted trials despite [REDACTED] statements to journal reviewers that all trials were filmed. The experiment was marked by [REDACTED] failure to maintain records/videotapes properly. [REDACTED] replicated the findings, with complete videotaped records, and published them in [REDACTED].
13. *Finding #6:* [REDACTED] falsified and/or fabricated results based on the absence of original raw data for one experiment and falsified the coding methodology for another experiment in an article entitled, [REDACTED] published in [REDACTED] in 2007. Specifically, [REDACTED] breached his obligation to ensure that the experimental

results for one of the three experiments (the [REDACTED] data) had been recorded in field notes prepared at the time of the trials, and that those notes were preserved. As a result of [REDACTED] failure to preserve the underlying data, the Investigating Committee found that he was reckless in permitting the publication of the article. In addition, [REDACTED] falsely represented the reliability of the coding of the [REDACTED] data by reporting [REDACTED] % of the trials as videotaped, when only [REDACTED] % were videotaped. [REDACTED] replicated the [REDACTED] findings, with complete video taped records, and published them in [REDACTED]. The paper acknowledged NSF award [REDACTED] for support.

14. *Finding #7:* [REDACTED] falsified the research record in connection with an unpublished [REDACTED] experiment carried out with [REDACTED] on [REDACTED]. [REDACTED] ignored generally accepted practices for analyzing playback response data and protecting against observer bias. The examples of coding changes where the video contradicts the noted justification support the conclusion that [REDACTED] was not coding blind to condition, but was in fact focused on condition. His coding, which was inconsistent with the protocol, changed the result from insignificant to significant.
15. *Finding #8:* In connection with a research project on [REDACTED] [REDACTED] falsified the research record and methods and conditions used for control experiments in successive revisions of a manuscript to [REDACTED]. The Investigating Committee found that [REDACTED] falsified the research record by including an extra row of data to generate an incorrect p value, though both the corrected and modified results were statistically significant. The Investigating Committee also found that [REDACTED] falsified data by presenting results in such a way that most reasonable readers would understand them to represent something other than what they are. All data and statistics were corrected before the final draft was submitted and ultimately accepted for publication.
16. Based on the findings outlined in the Committee Report, [REDACTED] acknowledges that NSF has sufficient evidence to demonstrate that he engaged in research misconduct in violation of NSF regulations. In lieu of NSF making a formal finding of research misconduct, [REDACTED] has voluntarily agreed to take the actions specified herein to demonstrate to NSF his commitment to ensuring that he does not commit research misconduct in the future.

NOW, THEREFORE, the parties agree as follows:

III. Terms and Conditions

1. **Voluntary Exclusion:** Effective upon the execution of this Agreement, [REDACTED] agrees to a voluntary exclusion for eighteen months. [REDACTED] understands that, during this period of voluntary exclusion, he will be:
 - a. Precluded from receiving Federal financial and non-financial assistance and benefits under non-procurement Federal programs and activities;
 - b. Prohibited from receiving any Federal contracts or approved subcontracts under the Federal Acquisition Regulation; and
 - c. 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.

2. **Completion of Training:** [REDACTED] will certify to NSF's Office of Inspector General ("OIG") the completion of a responsible conduct of research training program and provide documentation of the program's content within one year of the execution of the Agreement. The instruction should be in an interactive format (e.g., an instructor-led course) and specifically include a discussion of data management practices, falsification and fabrication.
3. **Submission of Certifications:** For a period of three years following the voluntary exclusion period, [REDACTED] will submit certifications to NSF's OIG that any proposal or report submitted to NSF to which [REDACTED] contributed does not contain plagiarized, falsified, or fabricated material.
4. **Submission of Assurances:** For a period of three years following the voluntary exclusion period, [REDACTED] will submit assurances from a responsible official of his employer to NSF's OIG that any proposal or report submitted to NSF to which [REDACTED] contributed does not contain plagiarized, falsified, or fabricated material.
5. **Submission of Data Management Plan:** For a period of three years following the voluntary exclusion period, [REDACTED] will submit to NSF's OIG a detailed data management plan for each proposal on which he is identified as PI, co-PI, senior personnel, consultant, or subawardee.
6. **Reviewer Prohibition:** For a period of three years following the voluntary exclusion period, [REDACTED] will be prohibited from serving as a peer reviewer, advisor, or consultant for NSF.
7. **Waiver and Release:** [REDACTED] hereby waives all claims, demands, or requests for monies of any kind or of whatever nature that he may have or may develop in the future arising from, related to, or in connection with, any investigation, or as a result of administrative or judicial proceedings, or request for any other relief in law or in equity, or in any other forum be it judicial or administrative in nature, arising out of or relating to the facts that gave rise to this Agreement. [REDACTED] hereby releases NSF, its instrumentalities, agents, and employees in their official and personal capacities, of any and all liability or claims arising out of or related to the facts that gave rise to this Agreement.
8. **Representations:** [REDACTED] represents that all information supplied to NSF by him or his authorized representative during the course of discussions preceding this Agreement is true and accurate to the best of his information and belief. [REDACTED] understands that this Agreement is executed on behalf of NSF in reliance upon the truth and accuracy of all such representations.
9. **No Suspension or Debarment:** Provided that the terms and conditions of this Agreement are faithfully fulfilled, NSF will not suspend or debar [REDACTED]. NSF's decision not to suspend or debar [REDACTED] based upon the conduct as described in this Agreement shall not restrict NSF or any other agency of the Government from instituting administrative actions, including, without limitation, suspension or debarment should information indicating the propriety of such action come to the attention of NSF or such other agency, or additional information concerning the facts at issue here is discovered by the Government, which facts were not disclosed by [REDACTED] or by the exercise of reasonable diligence could not have been discovered by the Government as of the date of this Agreement.
10. **Survival of Cause:** The causes for debarment survive the execution of this Agreement.

11. **Breach:** Breach of this agreement by [REDACTED] constitutes a separate cause for suspension or debarment of [REDACTED]. NSF may initiate debarment proceedings as a result of such a breach.
12. **Entire Agreement:** This agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, related to the subject matter hereof. It can be modified only by a written document signed by both parties.
13. **Authority of the United States:** The provisions of the Agreement in no way alter or diminish the rights and responsibilities of the United States to carry out its lawful functions in any proper manner.
14. **Severability:** In the event that one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement.
15. **Non-Precedential:** This Agreement does not have any precedential effect and shall not be used, cited or relied upon in future administrative or judicial proceedings, unless necessary to demonstrate that a breach of the Agreement occurred.
16. **Paragraph Headings:** The paragraph headings in this Agreement are inserted for reference and shall not affect the meaning or interpretation of this Agreement.
17. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which taken together, shall constitute one and the same agreement.
18. **Notices:** Any notices or information required by this Agreement shall be in writing and mailed by registered or certified mail, postage prepaid, to NSF as follows:
 - a. For all information that must be sent to OIG:

Assistant Inspector General for Investigations
National Science Foundation
4201 Wilson Boulevard, Suite II-705
Arlington, VA 22230
 - b. For all other information:

Eric S. Gold
Assistant General Counsel
National Science Foundation
4201 Wilson Blvd., Rm. 1265
Arlington, VA 22230
19. **Modification:** This Agreement may be amended or modified only by a written document signed by all parties.
20. **Voluntary Nature of This Agreement:** [REDACTED] represents that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

IV. Certification: By signature hereto, [REDACTED] certifies that he understands the provisions of 18 U.S.C. 1001 are applicable to the statement and representations contained herein.

V. Signatures:



Eric S. Gold, Assistant General Counsel
National Science Foundation

1/24/13
Date



1-23-13
Date