

2005-2006

# Faculty Manual

VANDERBILT UNIVERSITY COMPLIANCE  
PROGRAM AND STANDARDS OF CONDUCT

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The *Faculty Manual* is a guide to University policies and procedures and is published by the Office of the Vice Chancellor and General Counsel. Changes in policies and procedures adopted after January 1, 2003 and prior to publication of a new edition of the *Faculty Manual*, are reported in the *Vanderbilt Register* and on the official Vanderbilt University web site on the Internet.

# Vanderbilt University Compliance Program and Standards of Conduct

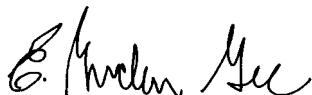
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## A MESSAGE FROM THE CHANCELLOR

Dear faculty and staff:

As Chancellor of Vanderbilt University, I enthusiastically endorse the Vanderbilt University Compliance Program and our commitment to ethical and legal standards of conduct. Our goal is to accomplish our mission of education, research, patient care, and public service with excellence, integrity, and responsibility. Compliance with governmental laws and regulations has never been more important than it is today. All of us are expected to follow the laws and policies for our jobs, to be honest, and to respect others. It is important that you never hesitate to ask questions if something does not seem right to you. I encourage each of you to embrace these Standards of Conduct as evidence of your personal commitment to uphold Vanderbilt's reputation as a respected academic institution and community leader.

Sincerely,

A handwritten signature in black ink, appearing to read "E. Gordon Gee". The signature is fluid and cursive, with the first name "E." and last name "Gee" clearly distinguishable.

E. Gordon Gee  
Chancellor

Vanderbilt University is committed to the highest standards of ethics, honesty, and integrity in pursuit of its mission of education, research, patient care, and public service. All members of the Board of Trust, the Chancellor, General Officers, members of the Executive Administration, administrative officers, members of the faculty and staff, and others representing Vanderbilt University are expected to adhere to these standards of conduct in the discharge of their duties. The Vanderbilt University Compliance Program demonstrates the University's commitment to ethical conduct and compliance by setting forth guidelines for conduct designed to prevent and detect violations of law and by encouraging compliance by providing support, training, and educational resources to assist Vanderbilt in fulfilling its responsibilities through its faculty and staff. The Compliance Program is designed to assist and facilitate the University in fulfilling its compliance responsibilities by creating a process to monitor the University's compliance efforts and by documenting the University's expectations for its faculty, staff, and other representatives in the performance of their responsibilities at Vanderbilt.

## COMPLIANCE PROGRAM

Vanderbilt University has two compliance committees which have oversight responsibilities for the compliance activities of Vanderbilt and which assist the Vanderbilt community in fulfilling its legal compliance obligations. The Medical Center and Research Compliance Committee provides support for functions related to Medical Center operations and all institution-wide research activities. The Administrative Compliance Committee provides support for University Central operations and activities. The committees oversee the following areas of compliance activity:

- informing, training, and educating the Vanderbilt community about the Standards of Conduct and ethical obligations under those Standards;
- monitoring compliance activities, including policies and procedures and training and education programs;
- servicing as a resource to Vanderbilt on matters of compliance and legal and regulatory changes, and assessing and identifying areas of risk;
- maintaining a reporting helpline for compliance matters;
- assisting operational units in developing corrective action plans;
- recommending and reviewing disciplinary action for violations of the Standards of Conduct;
- reporting on compliance activities to the Audit Committee of the Board of Trust through the Compliance Officers.

Each Committee is supported and assisted in its oversight responsibilities by a Compliance Officer. Each Compliance Officer is responsible for the day-to-day operations of the Compliance Program. Their responsibilities include employee training on the Standards of Conduct, routine monitoring of compliance activities, assisting with corrective action plans, maintaining a reporting helpline, coordinating interdepartmental compliance efforts, and providing staff support for the Committees' operational activities.

### **Medical Center and Research Compliance Committee**

Dr. Harry Jacobson, Chair  
Vice Chancellor for Health Affairs

Dr. James Snell, Medical Center Compliance Officer  
343-7266

Medical Center Confidential Helpline  
343-0135

Medical Center Compliance Office Phone Number  
343-2777

### **Administrative Compliance Committee**

Lauren Brisky, Co-Chair  
Vice-Chancellor for Administration and Chief Financial Officer

David Williams II, Co-Chair  
Vice Chancellor, General Counsel, Secretary

Menah Pratt, University Compliance Officer  
Phone: 322-8363  
Fax: 343-3930  
E-mail: *menah.pratt@vanderbilt.edu*

University Central Confidential Helpline  
322-1033

### **Standards of Conduct**

Consistent with the *Faculty Manual* and the Human Resource Services Staff Guidelines, the Vanderbilt University Standards of Conduct provide the guiding standards of conduct for the University's faculty, staff, and others representing the University and set forth the University's commitment to good

practices and following the law. The Deans of the schools are responsible for assuring that the University's Standards of Conduct are observed by faculty. Staff and other University representatives are responsible for those employees under their supervision.

### **Compliance with the Law**

Vanderbilt University is committed to compliance with all applicable laws, rules, and regulations.

It is the responsibility of each member of the University, including staff, faculty, health care professionals with hospital privileges, agents, representatives, contractors, and vendors, to follow, in the course and scope of their employment at Vanderbilt, all applicable laws, rules, regulations, and University policies, and to maintain an educational, health care, and business environment that is committed to integrity and ethical conduct.

### **Research and Health Care Services**

Vanderbilt University is committed to the accurate and complete documentation of research and health care services and the conduct of research with scientific integrity.

Vanderbilt has adopted, and published in the *Faculty Manual*, policies and procedures designed to deal with misconduct in research, and it is essential that the conduct of research activities and the delivery of health care services be documented as required by applicable laws, rules, and regulations. Federal regulations relating to accurate reporting and appropriate expenditure of grant funds must be followed. Additionally, members of the Medical Center community, including physicians, billing representatives, and independent contractors, must follow laws and regulations governing financial and billing transactions, and all Medical Center physicians must follow the documentation rules in the Medicare Teaching Physician guidelines.

Questions concerning grants should be directed to the Medical Center Office of Research at 322-2281, the Office of Sponsored Research for University Central at 322-2631, or the appropriate Compliance Officer to ensure that all regulations are observed. Regulations relating to documentation of all medical services and research, federally funded grants, and scientific integrity can be obtained by contacting the Medical Center Compliance Office at 343-2777.

### **Kickbacks**

Vanderbilt University is committed to following federal and state anti-kickback laws and regulations.

When someone who can influence purchasing decisions made at the University takes money or anything of value from a vendor, it can be considered a kickback, which is illegal. Additionally, members of the Medical Center

community should be aware that if someone refers a patient to another provider and receives something of value in exchange, it can be considered a kickback. Anti-kickback rules also apply to the recruitment of physicians, recruitment of research subjects, and the acquisition of physicians' practices.

### **Market Competition**

Vanderbilt University is committed to complying with state and federal antitrust (monopolies) laws and regulations.

University policy and business practices prohibit setting charges in collusion with competitors, certain exclusive arrangements with vendors, and the sharing of confidential information with competitors. Additionally, members of the Medical Center community are prohibited from sharing confidential information with competing providers, such as salaries or charges for services rendered.

### **Conflicts of Interest**

Vanderbilt University is committed to following and enforcing its conflict of interest policies.

All University faculty, staff, and representatives should avoid potential or perceived conflicts of interest. Any concerns about a proposed transaction that may involve inducements offered by a vendor or supplier or a business relationship with a company that is connected with you or a family member, should be discussed with the appropriate Dean, supervisor, or Compliance Officer. Vanderbilt conflict of interest policies are found in the *Faculty Manual*, on the Human Resource Services Web site at [www.vanderbilt.edu/HRS](http://www.vanderbilt.edu/HRS), and in the Hospital policy manual.

### **Environment**

Vanderbilt University is committed to complying with all applicable environmental laws and to maintaining all necessary environmental permits and approvals.

Environmental compliance includes the proper handling, storage, use, shipment, and disposal of all materials that are regulated under any applicable environmental law. If any employee has actual knowledge that a spill, release, or discharge of any material regulated pursuant to an applicable environmental law has occurred, such employee must immediately report such event to his or her immediate supervisor so that necessary action may be taken. Necessary action may include evacuating employees, reporting such event to a governmental authority if required pursuant to any environmental law, and containing and cleaning up any such spill, release, or discharge. Employees should also report any other violations of applicable environmental law of which they have actual knowledge that could endanger the health and safety of other individuals.

Questions concerning environmental regulations should be directed to Vanderbilt Environmental Health and Safety at 322-2057.

## **Confidentiality**

Vanderbilt University is committed to the appropriate protection of confidential information.

Many faculty and staff have access to various forms of sensitive, confidential, and proprietary information. University policy prohibits the unauthorized seeking, disclosing or giving of such information, including confidential information contained in a patient medical record.

## **Controlled Substances**

Vanderbilt University prohibits the unlawful possession, use, manufacture, or distribution of illicit drugs and alcohol.

Vanderbilt prohibits the unlawful possession, use, manufacture, or distribution of illicit drugs and alcohol on its property or as part of any University sponsored activity. Additionally, members of the Medical Center community and health care professionals, including those who maintain Drug Enforcement Agency (DEA) registration, must comply with all federal and state laws regulating controlled substances.

## **Discrimination**

Vanderbilt University is committed to the principles of equal opportunity and affirmative action.

Vanderbilt does not discriminate on the basis of race, color, religion, sex, national or ethnic origin, age, disability, sexual orientation, or military service in administration of educational policies, programs or activities; its admission policies; scholarship and loan programs; athletic or other institution-administered programs; or employment. The Opportunity Development Center has responsibility for monitoring Vanderbilt's Affirmative Action Plan and assisting with application and interpretation of laws that impose special obligations on Vanderbilt.

Any faculty or staff member who experiences harassment or discrimination on the basis of sex, race, color, religion, national origin, age, disability, or sexual orientation should immediately seek assistance through the Opportunity Development Center at 322-4705. The Opportunity Development Center receives all complaints of unlawful discrimination raised within the Vanderbilt community and, where possible, assists in the resolution of those complaints. Vanderbilt prohibits retaliation against faculty or staff members who utilize the Opportunity Development Center in good faith to make complaints of harassing or discriminatory conduct. Other employment concerns related to personnel issues or human resources, such as salary, promotion, or hiring, should initially be directed to Human Resource Services at 322-8330.

## **Response to Investigation**

Vanderbilt University is committed to cooperating with government investigators as required by law.

If an employee receives a subpoena, search warrant, or other similar document, before taking any action, the employee must immediately contact the Compliance Officers or the Office of the General Counsel. The Compliance Officers and the Office of the General Counsel are responsible for authorizing the release or copying of documents. If a government investigator, agent, or auditor comes to University Central or the Medical Center, a supervisor, the Compliance Officers, the Office of the General Counsel, or the Hospital Administrator-on-Call should be contacted before an employee discusses any matters with such investigator, agent, or auditor.

## **Compliance Training**

Vanderbilt University is committed to providing training and education to the University community about compliance with applicable laws, rules, and regulations.

In addition to employee orientation, the VUMC Safety Fair, and the Hearts and Minds Medical Center Orientation, ongoing training and education is available on the University Web site. Also, the Compliance Officers are always available to assist and coordinate specific education and training efforts.

## **Conclusion**

Vanderbilt University is committed to following local, state, and federal laws, rules, and regulations.

The Compliance Officers shall maintain a help and reporting phone line to enable faculty, staff, and representatives to report violations and to discuss any questions. To assist the University with its commitment to appropriate conduct, all faculty, staff, and representatives are encouraged to report violations of any law or policy to a supervisor or a Compliance Officer. It is the duty of all faculty, staff, and University representatives to report Vanderbilt-job-related criminal conduct of which they have actual knowledge or Vanderbilt-job-related situations that endanger the health and safety of any individual to the appropriate supervisor or the Compliance Officers. All persons making such reports are assured that such reports will be treated as confidential; such reports will be shared with others only on a bona fide need-to-know basis. Vanderbilt will take no adverse action against persons making such reports in good faith. Vanderbilt prohibits retaliation against persons who make such reports in good faith. False accusations made with the intent of harming or retaliating against another person can subject the accuser to disciplinary action.

University Central faculty and staff wanting to make a report of a violation or a potential problem may contact the University Central Compliance Officer at 322-8363, or call the anonymous, confidential helpline at 322-1033. Members of



the Medical Center community may contact the Medical Center Compliance Office at 343-2777 or may contact the Medical Center Compliance Officer at 343-7266. Concerns can also be reported confidentially and anonymously on the Medical Center's 24-hour confidential helpline at 343-0135.

The Compliance Officers have no disciplinary enforcement authority; the Compliance Officers will investigate, evaluate, and make recommendations to the appropriate Dean or supervisor regarding matters of non-compliance by faculty and staff, respectively. Any disciplinary action shall be determined and enforced by the appropriate Dean or supervisor pursuant to existing disciplinary standards, policies, and procedures set forth in the *Faculty Manual* and the Human Resource Services Staff Guidelines.

Following these Standards of Conduct will help you do the right thing. It will also protect you and the Vanderbilt community. You are encouraged to talk with your supervisor/manager and colleagues if something is not clear, and of course, the Compliance Officers are always available to assist you.

### **Relevant Human Resources Policies**

- HR Policy #2: Anti Harassment
- HR Policy #14: Performance Improvement Counseling
- HR Policy #15: Discharge
- HR Policy #22: Dispute Resolution
- HR Policy #27: Workplace Violence
- HR Policy #33: Relationships in the Workplace

## **STANDARDS OF CONDUCT ADDENDUM: MEDICAL CENTER ONLY**

These additional Standards of Conduct apply exclusively to members of the Medical Center community, which includes Medical Center staff or faculty, and any person who provides services at the Medical Center, including health care professionals with hospital privileges.

### **Billing and Claims**

Vanderbilt University is committed to charging, billing, documenting, and submitting claims for reimbursement for hospital and professional services in the manner required by applicable laws, rules, and regulations.

All of our faculty/staff should know and carefully follow the applicable rules for submission of bills and claims for reimbursement on behalf of the Medical Center. If you know or suspect that a bill or claim for reimbursement is incorrect, you are required to report it immediately to your supervisor or to the Medical Center Compliance Officer.

## **Patient Referrals**

Vanderbilt University is committed to the lawful referral of patients to services outside the Medical Center for the delivery of appropriate patient care.

If a referring physician, or his or her immediate family member, has an ownership or investment interest in or a compensation arrangement with the entity to which a patient is referred, and payment for the referred services will be made from a federal or state health care program, such as Medicare, Medicaid, or TennCare, a federal law, commonly referred to as the “Stark Law,” may prohibit the referral. No Medical Center physician shall refer a patient for services in violation of the law. If a physician has questions about referrals, he/she should consult with the Medical Center Compliance Officer or the Office of the General Counsel.

## **Emergency Treatment for Patients and Women in Labor and Patient Transfers**

Vanderbilt University is committed to following state and federal laws and regulations with respect to the evaluation, admission, and treatment of patients with emergency medical conditions and pregnant women who are in labor, regardless of a patient’s financial or insurance status.

As the health care arm of the University, the Medical Center conducts its activities in furtherance of the University’s charitable mission in the areas of education, research, and patient care. Emergency services are available to all persons in need of those services without regard to their financial or insurance status. If any individual comes to the Emergency Department of the hospital for examination or treatment of a medical condition, then the Medical Center must provide the individual with an appropriate medical screening examination to determine if an emergency medical condition exists, and, if one does, it must stabilize the emergency medical condition within its capabilities. A woman in active labor is deemed to have an emergency medical condition. Additionally, the Medical Center must accept for transfer from another hospital an individual requiring specialized capabilities of the Medical Center if the Medical Center has the capacity and capability to treat the individual.

The Medical Center’s commitment to patients is reflected in our willingness to help anyone in need and not be influenced by race, creed, ethnicity, or sex. To ensure that these factors do not affect staff and faculty decisions, all people will be given emergency treatment and be discharged and referred without discrimination. It is also important for Medical Center staff and faculty to keep all patients’ medical information confidential.

## **Discharge Planning and Ancillary Service Referrals**

Vanderbilt University is committed to appropriate discharge planning and the lawful referral of patients for ancillary health care services.

The Medical Center recognizes that the discharge of a patient to a residence or post-hospitalization provider is an important decision. In developing and implementing discharge plans, Medical Center faculty and staff shall act in the best interest of the patient, in the judgment of the health care provider. This includes the involvement and consent of the patient or patient's legal representative.

### **Disciplinary Action**

All Medical Center faculty, staff, and representatives, as well as those who hold professional staff privileges, must carry out their duties for the Medical Center as stated in these policies, and, as required by law, report violations of local, state, or federal laws, rules, or regulations to a supervisor or the Medical Center Compliance Officer. If any faculty, staff, or representative does not report violations, knowing that such a failure violates a clear legal obligation, the individual may be subject to disciplinary action and may be terminated from employment. Such disciplinary conduct must abide by all substantive and procedural protections applicable to discipline in the *Faculty Manual* or, for staff, in the Human Resource Services Staff Guidelines. Disciplinary action may apply to a supervisor who knowingly directs or approves a person's improper actions, or is aware of those improper actions but does not act appropriately and within the supervisor's scope of authority to correct them, or who, by knowingly violating a clear legal or professional duty, otherwise fails to exercise appropriate supervision.

### **Related Hospital Policies**

HP #10-04:	Admission, Discharge, and Internal Transfer
HP #10-15:	Discharge Planning
HP #10-17:	Confidentiality
HP #10-26:	Inspection/Surveys by External Agencies
HP #30-06:	Conflicts of Interest
HP #30-08:	Alcohol and Drug Abuse
HP #50-01:	Purchasing
HP #50-02:	Vendor Representatives, Faculty/Staff Relationship

### **Statement of Receipt and Acknowledgment**

Medical Center faculty, staff, and representatives must acknowledge receipt of the Standards of Conduct and acknowledge individual responsibility for knowing and adhering to the Standards of Conduct.

# Part I

## THE UNIVERSITY AND ITS GOVERNANCE

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## *Chapter 1*

# About Vanderbilt University

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### *Section A*

#### HISTORY

Vanderbilt University is an independent, privately supported university founded in 1873 through a gift from Commodore Cornelius Vanderbilt. Born of modest means and not formally educated, Commodore Vanderbilt built a fortune from steamboat lines and railroads. The endowment of the University was his only major philanthropy, and his hope was that Vanderbilt would “contribute to strengthening the ties that should exist between all sections of our common country.”

Bishop Holland N. McTyeire, whose wife was a cousin of Vanderbilt’s second wife, Frank Armstrong Crawford, was leading a movement within the Methodist Episcopal Church, South, to establish “an institution of learning of the highest order.” In 1872, a charter was issued to petitioners representing nine Methodist conferences located in the mid-South for “Central University” in Nashville. However, their efforts failed for lack of financial resources in a region so recently ruined by the Civil War. In early 1873, Bishop McTyeire traveled to New York to seek medical care, and the Vanderbilts offered their hospitality for his convalescence. Prior to the trip, the Bishop had reportedly discussed the possibility of gaining financial support from the Commodore in letters to his wife, Frank Armstrong Crawford. She is credited for laying the groundwork for the gift. During his stay in New York, Bishop McTyeire was able to gain the admiration and financial support of the Commodore in the amount of one million dollars to endow Vanderbilt University. Himself unschooled, Vanderbilt once said, “though I never had any education, no man has ever felt the lack more than I have, and no man appreciates the value of it more than I do and believes more than I do what it will do in the future.”

Commodore Vanderbilt, who never visited Nashville himself, entrusted Bishop McTyeire to choose the site for the campus and administer the institution. At that time, Nashville had a population of 40,000, and the campus was part cornfield with a few residences scattered on the site. The Bishop himself planted young trees over the original seventy-five acre campus and supervised the planning and construction of the buildings. Vanderbilt University opened for classes in October of 1875 with 192 students enrolled. Since then, the University has grown to 316 acres with more than 10,000 students, and it has been designated a national arboretum—a legacy of Bishop McTyeire’s early efforts.

## *Section B*

### COLLEGES AND SCHOOLS

Vanderbilt University comprises ten schools offering undergraduate programs in the liberal arts and sciences, education and human development, engineering, and music and a full range of graduate and professional degrees. The University is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools and is a member of the Association of American Universities.

The College of Arts and Science, founded in 1873, offers the Bachelor of Arts and the Bachelor of Science.

The Blair School of Music, once an independent music school that merged with the university in 1981, offers the Bachelor of Music.

The Divinity School was established in 1875 as the Biblical Department and operated under the auspices of the Methodist Episcopal Church, South, from its opening until May 1914. Since that date, it has carried on as an ecumenical theological school under the direction of the Vanderbilt Board of Trust, who in 1915 officially established it as The Divinity School with its own dean and faculty. The Divinity School offers the Master of Theological Studies and the Master of Divinity.

The School of Engineering, established as a full department in 1886, offers the Bachelor of Engineering, the Bachelor of Science, and the Master of Engineering.

The Graduate School, an early priority of the University which offered doctoral programs within the first ten years of its founding, offers the Master of Arts, the Master of Arts in Teaching, the Master of Liberal Arts and Science, the Master of Science, and the Doctor of Philosophy.

The Law School, founded as one of the original departments of the University, offers the Doctor of Jurisprudence.

The School of Medicine conferred its first diplomas in 1875 as part of an agreement with the University of Nashville Medical School. It continued to use the University of Nashville facilities until moving to Vanderbilt's main campus area in 1925. The School of Medicine offers the Doctor of Medicine, the Master of Public Health, and the Master of Clinical Investigation.

The School of Nursing, with a history dating to 1909, offers the Master of Science in Nursing.

The Owen Graduate School of Management, established in 1969, offers the Master of Business Administration.

Peabody College traces its roots to Davidson Academy, organized in 1785, eleven years before the founding of the state of Tennessee. It operated as an independent professional school of education from 1875 until its merger with Vanderbilt in 1979. The Peabody College of Education and Human Development offers the Bachelor of Science, the Master of Education, the Master of Public Policy, and the Doctor of Education.

## *Section C*

### ADMINISTRATION

Vanderbilt University is governed by a Board of Trust which appoints the Chancellor as the Chief Officer. The University's other administrative officers serve at the pleasure of the Chancellor and include the Provost and Vice Chancellor for Academic Affairs, the Vice Chancellor for Health Affairs, the Vice Chancellor for Investments and Treasurer, the Vice Chancellor for Administration and Chief Financial Officer, the Vice Chancellor for Public Affairs, and the Vice Chancellor for Student Life and University Affairs and General Counsel. Each of the ten schools of the university is led by a Dean who reports to the Vice Chancellor for Health Affairs in the case of the School of Medicine and the School of Nursing or to the Provost in all other cases.

## Chapter 2

# University Governance

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As provided in the *Code of By-Laws* of Vanderbilt University, the immediate government of the University is committed to the Chancellor and, through the Chancellor, to the assisting officers and the faculty in each of the several schools and colleges. The Chancellor is designated as the Chief Officer of the University and may delegate authority to assisting officers, to the faculties, and to others within the University. The Chancellor has the authority to suspend the action of any faculty, the Faculty Senate, or of other individuals or bodies to whom authority has been delegated. In so doing, in the case of any faculty or of the Faculty Senate, the Chancellor submits to the body concerned a statement of the action and the reasons, and reports the action to the Board of Trust together with any pertinent statements submitted by the affected body.

The Chancellor is, *ex officio*, chair of the faculty of each school and college, and appoints assisting officers, including general officers and Deans of colleges and schools, who serve at the pleasure of the Chancellor. Although not specified in the *Code of By-Laws*, the Provost and the Vice Chancellor for Health Affairs are the chief academic officers for their respective schools and colleges.

The *Code of By-Laws* further provides that the faculty of each school or college shall meet at such times as it may appoint, or at the call of the Chancellor or the appropriate Dean. Each faculty may establish its own procedures for calling meetings.

The faculties have the power of recommending individuals for degrees or other marks of academic distinction when the conditions prescribed in the several departments, colleges, and schools have been fulfilled. No individual may be awarded a degree without the recommendation of the appropriate faculty. Each faculty may adopt policies, rules, and procedures necessary or desirable in connection with its internal administration.

The *Code of By-Laws* provides that voting membership of the Faculty Assembly consists of the full-time members of the faculties of the several colleges and schools, and those having full status with partial load, who hold the rank of Instructor or above (which includes administrative officers who hold faculty appointments). Part-time members of the faculties not having full status with partial load are non-voting members of the Faculty Assembly.

As provided in the *Code of By-Laws*, the Faculty Senate is the representative, deliberative, legislative body of the faculties. It is composed of the Deans



of the colleges and schools, elected members, and *ex officio* members, including the Chancellor. *Ex officio* members may participate fully in the deliberations, but have no vote. Each faculty elects its own representatives to serve for a three-year term. Only full-status faculty members with the academic rank of Instructor or above are eligible for election to the Faculty Senate. Upon the expiration of his or her first full term, a senator is eligible for reelection to a second subsequent term. All full-status faculty members with the academic rank of Instructor or above, part-time faculty members having full status, and such other part-time faculty members as the full-status faculty of a school or college may designate, are eligible to vote for representatives to the Faculty Senate. The Executive Committee of the Faculty Senate, elected by the members of the Faculty Senate, consists of the Chair, the Secretary, the Chair-elect, and the Secretary-elect. The Faculty Senate meets at least four times each academic year. All meetings of the Faculty Senate are open to full-status faculty members who hold the rank of Instructor or above (including administrative officers who hold faculty appointments) and to part-time faculty members with full status.

The Faculty Assembly is authorized to adopt a Constitution, setting forth its own regulations and rules of order and also the composition and organization of the Faculty Senate to the extent not defined in the Code of By-Laws, including procedures for changing its composition from time to time. The Faculty Senate is given power under the Constitution to adopt its own regulations and rules of order, and the Constitution contains provisions for its amendment.

The Constitution of the Faculty Assembly authorizes the Faculty Senate to review and evaluate the educational policies and practices of the University (including policies and procedures to be applied in cases involving conscience or academic freedom); to make recommendations concerning them to the Chancellor and, through the Chancellor, to the Board of Trust; to discuss and express its views about any matter affecting the University to any individual, faculty, or other group within the University; and to facilitate communication among the faculties, the Chancellor, and assisting officers.

## *Chapter 3*

# **Administrative Terms of Office**

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### **TERMS OF OFFICE OF DEPARTMENT CHAIRS**

Nominations of chairs of departments are made by the Dean of the college or professional school, acting on the advice of the members of the department holding academic tenure or on the advice of an appropriately constituted search committee appointed by the Dean. In the School of Medicine, nominations of chairs of departments are made on the advice of an appropriately constituted search committee appointed by the Dean and with the approval of the Vice Chancellor for Health Affairs. The nominations are reviewed by the Provost or, as appropriate, by the Vice Chancellor for Health Affairs.

With the exception of the School of Medicine, where such appointments are made for indefinite terms, department chairs are appointed for limited, renewable terms of three, four, or five years. This does not imply a standard practice or policy of rotating chairs. Regardless of the type of terms of appointment, department chairs are subject to continual evaluation and systematic appraisal by the Dean, and at the initiative of the Dean, by competent, outside professional consultants.

Divisional or interdepartmental chairs are nominated by the Dean for fixed terms on the advice of special faculty committees appointed by the Dean to review such programs and candidates. The Provost nominates chairs in the case of interschool committees, and the Vice Chancellor for Health Affairs is involved when appropriate.

## Chapter 4

# University Committees

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University Committees serve Vanderbilt as a whole, in contrast with committees within the schools or certain specialized committees within administrative units.

Invitations to membership on these standing University Committees are extended in writing by the Chancellor.

All committees have at least two categories of membership: faculty and *ex officio*/administrative. Some have student members, and some have particular requirements, such as alumni representation or citizen members not affiliated with Vanderbilt.

Nominations for faculty positions are made by the Consultative Committee of the Faculty Senate. The Committee calls for faculty volunteers each year and also seeks the advice of Deans, committee chairs, and administrative officers in making its recommendations. The Consultative Committee in submitting nominations for membership to the Chancellor may also recommend faculty for committee chairs when positions are open.

For committees with student members, nominations of undergraduates are submitted to the Chancellor by the Student Government Association. Nominations of graduate or professional students are submitted by the Graduate Student Council, by the student professional organization in the school, or, in the School of Medicine, by the senior class. These groups share the responsibility for making nominations.

*Ex officio*/administrative members on University Committees include (a) persons who are automatically members by virtue of the position held, and (b) persons necessary to the committee by virtue of special knowledge or experience. In the latter cases, the University officer to whom the committee reports assists the Chancellor by making nominations.

The current committees and their charges are listed in alphabetical order in the following section. Membership requirements and membership lists are on file in the Office of the Chancellor.

## UNIVERSITY COMMITTEES

### **Academic Computing and Information Technology**

The Academic Computing and Information Technology Committee advises the Chancellor on initiatives and policies related to current and future computing and technology needs for research and teaching.

## **Animal Care**

The University Committee on Animal Care is responsible for the establishment and periodic review of University policy and procedures to ensure the humane care and use of animals in experimentation or educational projects. These policies require the committee to review and approve all research or instructional projects using vertebrate animals, regardless of the funding source. The Committee makes such recommendations to the Chancellor as are necessary to ensure that University policies are in accordance with prevailing federal, state, and local laws and guidelines.

The Committee considers in its establishment of policy for animal care the applicability of those guidelines in situations peculiar or unique to Vanderbilt as well as compliance with general standards for compliance with government regulations. It is also concerned that the policies established will lead to a standard of quality that will enhance the overall quality of scientific investigation in the University.

The Committee is responsible for the establishment of such review procedures as are necessary and appropriate to ensure that all animal care and use in the University are in compliance with federal, state, and local laws and University policies.

The Committee is not involved in direct administration of any animal facility. The committee is free to consult with and take recommendations to the Vice Chancellor for Health Affairs, the Provost, and the Deans of the several schools of the University in its function of formulating and reviewing animal care policy.

## **Calendar**

The Committee addresses plans for and coordination of the annual academic calendar of the schools within Vanderbilt.

## **Campus Security**

The charge of the Campus Security Committee is to serve in an advisory capacity to appropriate University officers in the operation of the campus police force, and to develop policy guidelines on questions of campus security, including such things as student demonstrations, contingency policies, policies for the protection of University (including Medical Center) property, and policies concerning the enforcement of criminal statutes on the University campus.

## **Chemical Safety**

This Committee considers issues pertaining to the safe handling, transport, and use of chemicals and recommends the adoption of new or revised policies through Vanderbilt Environmental Health and Safety.

## **Committee on the Status of Women and Minorities**

The Committee on the Status of Women and Minorities monitors policies and practices affecting women and minorities in the faculty, administration and staff, and student body, and advises the administration on those policies and practices.

The faculty members serving on the Committee serve as a panel to implement the recommendation of the Ad Hoc Committee on the Status of Faculty and Administration (known as the Paris Committee) that a mechanism be established by the Chancellor and the Faculty Senate for monitoring progress and advising the administration in regard to the status of women and minorities.

The Committee may call for reports from organizations, groups, or offices about equal opportunity, affirmative action, and other issues related to the status of women and minorities, and may be asked by the Chancellor to address particular matters from time to time.

The Committee submits an annual report to the Chancellor, who shall report to the Faculty Senate each year in the fall semester. In addition, the committee may provide interim reports to the Chancellor when it believes them useful.

To facilitate the work of the Committee, the chair may subdivide the group into other panels, in addition to the faculty panel, reflecting University constituencies. Panels report to the full committee at least once in the fall semester and once in the spring semester.

## **Environmental Affairs**

This Committee considers and recommends policies for the purpose of creating of a comprehensive environmental compliance program for Vanderbilt University and to assist the University in meeting regulatory requirements.

## **Environmental Health and Safety Oversight**

This Committee serves as a resource to the University on matters of environmental health and safety compliance. The committee prepares an annual report to the University on the effectiveness of the University's environmental health and safety compliance program.

## **Equal Access**

The Equal Access Committee serves as an advisory body to the Chancellor. The committee works with, advises, and assists the Opportunity Development Center. The functions of the committee are:

To disseminate information to the University community regarding issues relating to persons with disabilities. Committee members serve as a resource for identifying and encouraging the removal of physical and attitudinal barriers.

To survey campus programs and facilities and address accessibility concerns. The Committee assists in assuring that plans for new construction and campus renovations take into account the specific needs of persons with disabilities in the University community.

To develop means to identify prospective students with disabilities and facilitate their special needs prior to and after enrollment.

To identify ways to attract qualified applicants with disabilities and to encourage their employment.

The Committee consists of members from the administration, faculty, staff, and students. An executive subcommittee exists to provide a readily accessible group for decisions that need to be made between regular meetings. The executive subcommittee is responsible for determining topics to be covered at regular meetings.

The Committee meets quarterly, and the executive subcommittee meets monthly. The Committee submits an annual report to the Chancellor.

### **External Affairs Council**

The Council is concerned with policies governing inter-University matters and relations with outside agencies and the community. It works closely with the Office of University Relations, considers questions referred by administrative officers, and may initiate investigations or projects having public relations or community impact.

### **Faculty and Staff Benefits**

This Committee has responsibility for reviewing and recommending new and proposed changes to the University's benefit program provided to the University's faculty and staff members. The faculty and staff composition is intended to provide multiple perspectives regarding the design of benefit programs.

The Committee develops recommendations based on review and analysis of available utilization data, in consideration of specific program objectives and available financial resources for funding programs.

### **Institutional Biosafety**

The functions of the Institutional Biosafety Committee are:

To review for compliance with the National Institutes of Health Guidelines all recombinant DNA research to be conducted at or sponsored by Vanderbilt and to approve those research projects that it finds are in conformity with the guidelines. This review includes: (a) an independent assessment of the containment levels required by these guidelines for the proposed research, and (b) an assessment of the facilities, procedures, and practices, and of the training and expertise of personnel engaged in recombinant DNA research or research support.

To authorize the principal investigator to proceed with a project upon receipt of proper funding agency approval or, in certain cases, without prior agency approval.

To review periodically recombinant DNA research being conducted at Vanderbilt, to ensure that the requirements of the guidelines are being fulfilled.

To adopt emergency plans covering accidental spills and possible contamination of persons resulting from such research.

To report within thirty (30) days to the Provost, the Vice Chancellor for Health Affairs, and the Chancellor any significant problems or violations of the guidelines and any significant research-related accidents or illnesses.

Federal regulations require that the Institutional Biosafety Committee be selected so that, collectively, its members have expertise in recombinant DNA technology and the capability to assess the safety of recombinant DNA research experiments and any potential risk to public health or the environment. Noninstitutional members are also required.

### **Institutional Review Board for the Protection of Human Subjects**

The Institutional Review Board for the Protection of Human Subjects reviews all research proposals involving human subjects in order to protect their rights and welfare. This protection includes review of methods for obtaining informed consent and assessment of potential risks to subjects in relation to potential benefits to science. These considerations are distinguished from judgments about scientific design of the research.

The Board is empowered to establish procedures for its review process and to hear appeals.

The Institutional Review Board comprises two committees. The Committee for Health Sciences reviews projects that entail physiological risks through treatment or administration of drugs. The Committee for Behavioral Sciences reviews nonphysical projects that may entail psychological or sociological risks.

Approval of the appropriate committee is required prior to initiation of an investigation.

The Committees are charged with responsibility for compliance with federal guidelines for the protection of human subjects in research. These guidelines include legal representation and at least one citizen in the membership. For information and appropriate forms consult the coordinator of the Institutional Review Board (322-2918).

### **Intercollegiate Athletics**

The purpose of this Committee is to give advice, support, and guidance to the Director of Athletics and to the Chancellor. The Committee has general advisory responsibility for intercollegiate athletics.

### **Jean and Alexander Heard Library**

The Committee, advisory to the University Librarian, is concerned primarily with initiatives and policies for the continuing development of the University's libraries with a long-term development of the collection and its areas

of concentration, the introduction of new programs, the level of financial support for the Library, and the definition of its mission. The Committee is also concerned with the general management of the library system, including the quality of its services and appointments to the top administrative positions.

The Committee also disperses funds available through the Vanderbilt Library Excellence Fund in the interest of improving library resources.

## **Lectures**

The Committee on Lectures works with faculty and student groups to bring to the campus speakers whose high personal achievement or whose topics are of sufficient timeliness to appeal to a general academic audience. The Committee is particularly supportive of programs with broad interdisciplinary and interschool appeal, and seeks cosponsors to assure breadth of appeal.

## **Officer Education Advisory Committee**

The Committee considers policy related to the Army and Navy ROTC units, approves selection of instructional staff, reviews course offerings given for credit, and deals with specific issues that may affect the operation of the units in the University community.

## **Radiation Safety**

The responsibilities of the Radiation Safety Committee relate to and include the radiological aspects involved in the safe use and disposition of radioactive isotopes, sources emitting radiation, fissionable materials, fission products, irradiation services, and any and all material or equipment that emits radiation.

The functions of the committee are:

To adopt rules and policies on the use of radiation.

To review and act on all proposals for the use of radiation at Vanderbilt University. (The Clinical Radiation Committee of the Medical Center shall review proposals for human use.)

To review proposed shielding and operation of all radiation-producing machines and reactors.

To review plans for all new buildings and modifications of existing structures where ionizing radiations are to be used.

To provide technical advice to the Radiation Safety Officer.

To review periodic reports from the Radiation Safety Officer.

To review all instances of alleged infractions of the use of radiation or safety rules with the Radiation Safety Officer and responsible personnel and take necessary steps to correct such infractions.

To ensure that all license obligations and regulations from the federal government and the State of Tennessee are met.



## **Religious Affairs**

The Committee serves as an advisory body to the Office of University Chaplain and Affiliated Ministries, with responsibility for reviewing policies, appointments, and programs, and for making recommendations to the Provost on the chartering of religious organizations that are not affiliated with the Office of the University Chaplain and Affiliated Ministries.

## **Student Health**

The Student Health Committee is responsible for monitoring the quality of specific and overall medical care available to students. This responsibility implies involvement in the selection of qualified professional personnel; evaluation of communications received from students and student representatives about service; consideration of provider-patient relationships; receiving and evaluating reports from Vanderbilt University Hospital regarding care of students admitted to the Hospital; and consideration of and advice to the Director of the Student Health Service regarding special needs of students for medical care.

In addition, the Committee considers space utilization and scheduling of sick call hours, including the relationship of the emergency room to the Student Health Service, and evaluates competing insurance policies for optimal coverage at reasonable cost.

## **Technology Review**

This Committee reviews and monitors the activities of the Office of Technology Transfer on matters relating to the administration of the University Policy on Technology and Literary and Artistic Works in accordance with the provisions of that policy. The committee is chaired by a faculty member, and the majority of members are faculty members without administrative appointments. The Committee is consulted in advance concerning any material changes to the policy. In addition, the committee approves recommended allocations between the Technology Promotion Fund and the Technology Research Fund.

The Committee serves as an appellate body advisory to the Chancellor in the event a disagreement occurs between inventors or creators and the University concerning the interpretation or application of the University's policy. In cases in which the Committee is unable to resolve the disagreement between the parties, the Committee will forward its recommendation for a resolution to the Chancellor for a final decision.

## **Traffic and Parking**

The main functions of the Traffic and Parking Committee are:

To reflect various consumer opinions on traffic and transportation within the University community.

To review general policies and procedures concerning campus traffic and transportation (including parking assignments, plans, and statistics) and advise the Vice Chancellor for University Relations.

To consult with the Department of Campus Planning and Construction in the development of comprehensive plans regarding traffic and transportation for submission to the Vice Chancellor for University Relations.

To become familiar with the complex systems and regulations within which the University must operate to maintain compliance with various government ordinances and agencies that ultimately influence the traffic and transportation systems of the campus.

To support the Office of Traffic and Parking as a regulating body by hearing requests for variances and by reviewing appeals of traffic citations.

### **Vanderbilt Community Giving Campaign Committee**

This Committee allocates undesignated funds from the annual Vanderbilt Community Giving Campaign among campus affiliated organizations and groups. In performing this function the committee encourages and supports community service among Vanderbilt students, faculty, and staff, and acts as stewards of undesignated gifts.

### **Vanderbilt University Press Editorial Committee**

The Vanderbilt University Press Editorial Committee advises the Chancellor, the Provost, and other administrative officers on matters relating to the ideals and standards of scholarly publishing and on the editorial program and policies of the Vanderbilt University Press. Members serve three-year terms, staggered for the sake of continuity. Criteria used in selecting members include their own publishing records, their standing in their respective fields, and their previous editorial experience.

The Press's list of publications and editorial plans focus on scholarly research and works of merit for a general audience in the humanities, social sciences, natural and medical sciences, and education. The Press's editorial staff welcomes inquiries and manuscript submissions in appropriate fields. Submissions are evaluated through a peer review process. All works published with the Vanderbilt University Press imprint must be approved by its Editorial Committee, whose members also serve as ambassadors between the Press and the University's own faculty, as well as in the wider academic community.

The Editorial Committee will meet, typically, on a bimonthly schedule during the academic year, beginning in September, or more frequently if the need arises. Inquiries and manuscript submissions should be directed to Suite 201, University Plaza (mailing address Box 1813 Station B), telephone 322-3585, e-mail [vupress@vanderbilt.edu](mailto:vupress@vanderbilt.edu).

# Part II

## APPOINTMENT AND TENURE

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## *Chapter 1*

# Academic Titles at Vanderbilt

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### *Section A*

#### TITLES OF TENURED FACULTY

The titles University Distinguished Professor, Distinguished Professor, University Professor, Professor, and Associate Professor (except in the Blair School of Music) signify tenured positions at Vanderbilt, if so specified at the time of appointment. Except for University Distinguished Professor and University Professor, these faculty titles carry a major field or departmental designator, such as Professor of Linguistics or Professor of Pharmacology. Such designators indicate the major field of work; they may be the name of the department to which the faculty member is attached or a major specialty area associated with the department. At the time of appointment, the faculty member and the Dean of the school recommend an appropriate designator, and the recommendation is reviewed by the Provost or the Vice Chancellor for Health Affairs, the Chancellor, and the Board of Trust (for new appointments to a tenured position). Care is taken to avoid titles that might be confused with the areas of study represented in other departments.

#### **Named, Centennial, Chancellor's, University, Distinguished, and Cornelius Vanderbilt Professorships**

Certain professorships are named by the Board of Trust for a benefactor, such as Kenan Professor of English, or for someone important in Vanderbilt history, such as Landon C. Garland Professor of Physics. Centennial Professorships were created during the Centennial Campaign (1977–81), and Chancellor's Professorships were created during the Campaign for Vanderbilt (1990–95). Both of these professorships are similar to named chairs in that they are held by faculty members of distinction in their disciplines. Cornelius Vanderbilt Professorships were added in 2002 to recognize outstanding full professors already at Vanderbilt.

For purposes of retention or recruitment, and in recognition of accomplishment or contribution beyond the normal expectations for the rank of Professor, the title of Named, Centennial, Chancellor's, University, Distinguished, or Cornelius Vanderbilt Professor may be conferred on a faculty member. Normally this is done upon the recommendation of the tenured and tenure-track faculty of the appropriate department or school. Typically, this is done for faculty who hold the rank of Professor.

## **University Distinguished Professor**

The title University Distinguished Professor is available to those exceptional scholars and teachers who are appointed as Distinguished Professors and whose work extends beyond traditional academic fields and disciplinary lines. University Distinguished Professors will be selected for their record of extraordinary accomplishment in research and teaching and their promise for continued contributions. They will be persons of demonstrated intellectual leadership whose broad vision and scholarly interests are likely to bring together diverse segments of the University in both research and teaching. University Distinguished Professors are therefore expected to work with and tangibly influence the faculty and students of the broader University community rather than primarily those of one school.

Unlike the normal procedure in which a faculty member holds a primary appointment in one school, University Distinguished Professors will hold primary appointments in at least two schools of the University such that the person will have a full-status appointment in each. However, tenure will usually be held in only one school. The Dean of this school will be responsible for normal administrative matters involving the University Distinguished Professor, including salary recommendations. In the execution of these responsibilities, the Dean will consult with the Deans of other schools in which the University Distinguished Professor has an appointment. Appointment as Distinguished University Professor requires a majority recommendation by the tenured and tenure-track faculty of the sponsoring departments or schools (or, in the School of Medicine, the Executive Faculty) and the Deans of the sponsoring schools.

It is assumed that University Distinguished Professors will participate in the teaching, research, and service missions of each school in which they have a primary appointment. Courses taught by University Distinguished Professors normally will be cross-listed in multiple departments or schools, since they will be of interest to large segments of the University community. Upon receipt of a recommendation for appointment of an individual as a University Distinguished Professor, the Provost or Vice Chancellor for Health Affairs may consult with other Distinguished and University Distinguished Professors before making a final determination on the recommendation. If the recommendation is approved by the Provost or Vice Chancellor, it is forwarded to the Chancellor (and the Board of Trust for new appointments to a tenured position) for concurrence and final action.

A University Distinguished Professorship will normally be associated with an endowed chair.

## **Distinguished Professor of \_\_\_\_\_**

The University has appointed several extraordinary scholars as Distinguished Professor. The title is equal to University Distinguished Professor and reflects both the distinction of the scholar and the contribution in his or her

professional area in the University. Appointment as Distinguished Professor requires a majority recommendation by the tenured and tenure-track faculty of the sponsoring department and school (or, in the School of Medicine, the Executive Faculty) and the Dean of the sponsoring school. Prior to advancing the recommendation of a candidate for the title of Distinguished Professor, the Provost or Vice Chancellor for Health Affairs may consult with current Distinguished Professors on the credentials and qualifications of the candidate.

### **University Professor**

The title University Professor is similar to that of University Distinguished Professor, except that the requirements for scholarly distinction are less stringent for University Professor. With respect to other features, such as breadth of contributions, appointments in more than one school, and procedural matters, both titles have identical expectations.

### **Professor of \_\_\_\_\_**

### **Associate Professor of \_\_\_\_\_**

Professors and Associate Professors, except in the Blair School of Music, hold academic tenure, if so specified at the time of appointment to that rank. In the Law School, individuals may be promoted from Assistant Professor to Associate Professor without tenure and may later be awarded tenure while remaining at the Associate Professor rank. Individual schools in some cases offer appointments of Associate Professor and Professor without tenure. The professional standards for tenure appointments and conditions of dismissal for cause are discussed in Part II, Chapter 3.

## *Section B*

### TITLES OF NON-TENURED FACULTY

### **Assistant Professor of \_\_\_\_\_**

### **Instructor in \_\_\_\_\_**

The titles Assistant Professor and Instructor are term appointments and do not imply tenure. For tenure-track faculty, full-time service in these two ranks is counted in the probationary period leading to mandatory action by the University either promoting the individuals to tenure rank or notifying them that they will not be promoted. Assistant Professors may be appointed for a term of not more than three years at a time. Instructors are appointed from year to year. Procedures for renewal and termination are outlined in Chapters 2 and 3.

In recognition of benefactors who provide endowment to support a non-tenured position, a name designated by the benefactor and the University may

be associated with the title. An example would be Mellon Assistant Professor of English.

### **Titles in the Blair School of Music**

#### **Senior Collegiate Faculty**

**Professor of \_\_\_\_\_**

**Associate Professor of \_\_\_\_\_**

#### **Junior Collegiate Faculty**

**Assistant Professor of \_\_\_\_\_**

**Instructor in \_\_\_\_\_**

These titles are completed with a specialty designator such as Professor of Piano. Persons holding these ranks are afforded the same rights and privileges as for tenured or tenure-track faculty in other Vanderbilt schools, except that in Blair these are non-tenured, non-tenure-track appointments.

Senior collegiate Blair faculty members normally hold five-year renewable contracts. Junior collegiate Blair faculty members are governed by the normal University standards in that Assistant Professors may be appointed for a term of not more than three years at a time, and Instructors are appointed from year to year. In the Blair School of Music, full-time service in the ranks of Assistant Professor and Instructor is counted in the period leading to senior status.

#### **Pre-Collegiate Faculty**

**Artist Teacher of \_\_\_\_\_**

**Senior Artist Teacher of \_\_\_\_\_**

These titles are completed with a specialty, such as Artist Teacher of Suzuki Violin or Senior Artist Teacher of Piano. They are held by faculty members who are based primarily in the pre-collegiate program.

All are term appointments. An Artist Teacher is appointed for a term of not more than two years; a Senior Artist Teacher is appointed for a term of not more than three years.

**Lecturer in \_\_\_\_\_**

**Senior Lecturer in \_\_\_\_\_**

The titles Lecturer and Senior Lecturer designate teaching appointments that are not within the normal promotion sequence from Instructor to Professor. Lecturers may be part time or full time and are appointed for terms of no more than one year. Senior Lecturers may hold part-time or full-time teaching positions and may be appointed for terms of no more than three years. Further

differences between the two categories may be stipulated by a school with the approval of the Chancellor.

**Research Associate in \_\_\_\_\_**

**Senior Research Associate in \_\_\_\_\_**

The titles Research Associate and Senior Research Associate designate research appointments outside the normal promotion sequence from Instructor to Professor. Research Associates may be part time or full time and are appointed for terms of no more than one year. Senior Research Associates hold full-time research positions and may be appointed for terms of no more than three years.

In the schools of Medicine and Nursing, Research Associates and Senior Research Associates are not members of the faculty unless designated as such in the letter of appointment.

In the Vanderbilt Institute for Public Policy Studies, these titles are used with a designation identifying the association, e.g., Research Associate in VIPPS.

**Professor of the Practice of \_\_\_\_\_**

**Associate Professor of the Practice of \_\_\_\_\_**

**Assistant Professor of the Practice of \_\_\_\_\_**

**Instructor in the Practice of \_\_\_\_\_**

The title Professor of the Practice of \_\_\_\_\_ designates full-time teaching positions that do not involve tenure. Ordinarily these positions are reserved for persons whose responsibility consists of instruction in professional practice activities and do not involve participation in faculty governance of the school. Professors of the Practice of \_\_\_\_\_ may be appointed for terms of not more than three years. Instructors in the Practice of \_\_\_\_\_ are appointed for terms not to exceed one year.

**Prefixes: Adjunct, Clinical, Visiting, Research, and Adjoint**

**Adjunct Professor of \_\_\_\_\_**

**Adjunct Associate Professor of \_\_\_\_\_**

**Adjunct Assistant Professor of \_\_\_\_\_**

**Adjunct Instructor in \_\_\_\_\_**

The title Adjunct Professor with a designation of the school or department in which this title would be used (such as Adjunct Professor of Law) is available to all schools and is limited to part-time faculty members who normally are practitioners in one of the professions. The title is appropriate also for part-time faculty members whose main base is another institution in the Nashville area.



**Clinical Professor of \_\_\_\_\_**

**Associate Clinical Professor of \_\_\_\_\_**

**Assistant Clinical Professor of \_\_\_\_\_**

**Clinical Instructor in \_\_\_\_\_**

The prefix **Clinical** designates faculty members who actively practice their professions together with students for teaching purposes.

In the Medical Center, a faculty appointment is required of all health professionals who have clinical privileges. There, the prefix **Clinical** designates a practicing health professional who has responsibilities in teaching, research, or patient care.

**Professor of Clinical \_\_\_\_\_**

**Associate Professor of Clinical \_\_\_\_\_**

**Assistant Professor of Clinical \_\_\_\_\_**

**Instructor in Clinical \_\_\_\_\_**

The title Professor of Clinical \_\_\_\_\_ designates a faculty member in the Medical Center who has responsibilities for patient care, but very limited or no responsibilities in teaching or research.

**Visiting Professor of \_\_\_\_\_**

**Visiting Associate Professor of \_\_\_\_\_**

**Visiting Assistant Professor of \_\_\_\_\_**

**Visiting Instructor in \_\_\_\_\_**

The prefix **Visiting** designates faculty members who normally are based at other institutions of higher education and who temporarily transfer their main base to Vanderbilt. The titles are applicable for full-time or part-time service at Vanderbilt.

**Research Professor of \_\_\_\_\_**

**Research Associate Professor of \_\_\_\_\_**

**Research Assistant Professor of \_\_\_\_\_**

**Research Instructor in \_\_\_\_\_**

The prefix **Research** applies to a person who is appointed to participate in a time-limited research program. Such persons usually do not have teaching assignments.

**Adjoint Professor of \_\_\_\_\_**

**Adjoint Associate Professor of \_\_\_\_\_**

**Adjoint Assistant Professor of \_\_\_\_\_**

**Adjoint Instructor in \_\_\_\_\_**

The prefix **Adjoint** designates a person who is based at another institution and who contributes to the mission of a school at Vanderbilt. Such persons usually do not have teaching assignments.

### **Special Titles in the Schools of Medicine and Nursing**

**Assistant in \_\_\_\_\_**

**Associate in \_\_\_\_\_**

**Senior Associate in \_\_\_\_\_**

These titles are completed with the names of the department to which the persons are appointed, such as Assistant in Pediatrics or Associate in Ophthalmology. They are held by persons whose disciplines are not represented in the organization of departments of the schools of Medicine and Nursing but who participate in service and teaching or clinical research in a particular department. For example, a person with a degree in social work might be an Assistant in Pediatrics.

All are term appointments. An Assistant in \_\_\_\_\_ is appointed for one year; the title is generally equivalent to that of an Instructor, with parallel requirements and benefits. An Associate in \_\_\_\_\_ or Senior Associate in \_\_\_\_\_ is appointed for a term of not more than three years; the titles are generally equivalent to that of an Assistant Professor, with parallel requirements and benefits.

### **Reserve Officers Training Corps Titles**

The commanding officers of the Army ROTC and Naval ROTC programs hold the formal titles Director of the Army Officer Education Program and Director of the Naval Officer Education Program, and often the informal titles of Professor of Military Science and Professor of Naval Science. Other teaching personnel in these programs hold the title of Military Instructor, Naval Instructor, or Marine Instructor. The Directors and all Instructors in the two programs have all of the privileges of non-tenured faculty members. Appointment and dismissal procedures are set by the Provost with the advice of the Officer Education Advisory Committee, generally following normal University procedures.

### *Section C*

#### FACULTY IN RESIDENCE

The suffix **in Residence** is preceded by the creative specialty in which the faculty member is engaged: e.g., Artist in Residence, Composer in Residence, Writer in Residence. The purpose of in-residence appointments is to emphasize performance or creative work to the benefit and enhancement of the broad educational goals of the University.

An in-residence appointment may be a tenured or a term appointment. In-residence appointments normally are without tenure and do not lead to tenure. Where tenured or tenure-track appointments are intended, the appointment letter will so state. If the appointment is not full time, the letter of appointment will make clear whether the conditions of full-status partial-load appointments apply.

In-residence faculty members are subject to University regulations and procedures in the *Faculty Manual*, except that criteria for promotion, where applicable, may be adjusted to the creative activity involved and to the faculty member's assigned duties. In accordance with their specialized knowledge or skills, it is expected that in-residence faculty members will give public performances (recitals, lectures, readings, exhibits, etc.). While the primary responsibility of in-residence faculty members will be the public sharing of their craft, means may be devised to allow them to teach in other ways as well.

### *Section D*

#### EMERITUS AND EMERITA

A tenured faculty member who has served the University with distinction over a period of years and who remains upon active status until retirement may, upon the recommendation of the appropriate Dean, the Provost or Vice Chancellor for Health Affairs, and the Chancellor, be awarded the title of emeritus or emerita by action of the Board of Trust. The title normally follows the regular title, e.g., Professor of Chemistry, Emeritus. In rare cases, emeritus or emerita status may be granted for a faculty member or administrative officer who does not hold a tenured faculty rank.

### *Section E*

#### MULTIPLE TITLES AT VANDERBILT

A Vanderbilt faculty member with more than one appointment in the University is listed in the *Registry* and in the school catalogs with all official titles and always in the same sequence: primary title first, secondary second, and so on. Multiple appointments that are truly equal are listed in the sequence that the holder prefers. Ordinarily, tenure is held in the department of primary appointment.

## *Section F*

### OTHER ACADEMIC TITLES

#### **Faculty Fellow**

#### **Senior Faculty Fellow**

The titles Faculty Fellow and Senior Faculty Fellow designate faculty members whose primary appointments are in one department/school of the University and who are actively engaged in research funded by grants that come through other programs, e.g., the Vanderbilt Institute for Public Policy Studies, or who are teaching courses as a part of these programs. Ordinarily, the title Faculty Fellow designates non-tenured participants in such programs, while Senior Fellow identifies tenured participants.

#### **Visiting Scholar**

Those persons designated Visiting Scholar are visitors to Vanderbilt who have faculty status at other institutions of higher education or are otherwise distinguished, and whose presence on the campus is formally recognized for periods of up to a year in order to use the library, to observe the conduct of a particular course, to consult with a professor or group of faculty members on a matter of common interest, or to pursue some other valid academic purpose. A Visiting Scholar normally does not have formal duties to perform at Vanderbilt and is not a member of the faculty.

A person who wants to be named a Visiting Scholar writes in advance to an individual Professor or Dean of a school at Vanderbilt stating the purposes of the proposed visit, the proposed length of stay, and his or her academic qualifications. The Deans may appoint visiting scholars through formal letters of appointment.

Visiting Scholars are entitled to a variety of perquisites, generally associated with matters of convenience associated with their stay on campus. Graduate students from other universities and local college faculty members not on leave are not ordinarily eligible for designation as Visiting Scholars.

### **Special Postgraduate Titles in the Schools of Medicine and Nursing**

#### **Research Fellow**

#### **Clinical Fellow**

Fellows are not members of the faculty. The title Research Fellow is held by persons with the Ph.D. or professional doctoral degree who are in a post-graduate training program with primary emphasis on research.

The title Clinical Fellow is given to persons in the schools of Medicine and Nursing who are engaged in studies and clinical experience, including the care of patients, beyond graduate training in a specified field of clinical education.

Clinical Fellows are appointed on an annual basis by a department in the school; the appointment must be approved by the chair of the department and the Dean. Ordinarily, the Clinical Fellow will have completed one or more years of initial training and education in one of the residency-designated specialties or graduate specialties. The title Clinical Fellow also can be given to persons with master's degrees in the School of Nursing who are engaged in specific areas of clinical study. Such appointments must be approved by the department chair and the Dean.

## **Student Titles in the Graduate School**

### **Fellow**

### **Trainee**

These titles signify that the graduate student holds a service-free award, with no specific duties assigned other than those required for all students. The Fellow holds a University Fellowship, which is awarded to an individual to support specific training that will enhance his or her competence in a particular area. The Trainee holds an award made to individuals from training grants and National Research Service Awards at either the predoctoral or postdoctoral level of study.

### **Graduate Teaching Assistant**

### **Graduate Teaching Scholar**

### **Graduate Research Assistant**

These titles signify a form of employment with payment for duties performed. The Graduate Teaching Assistant holds an assistantship related to teaching but without primary responsibility for instruction and grading. The Graduate Teaching Scholar, who holds a Graduate Teaching Scholarship, is an assistant who has overall responsibility for instruction in a course or courses, including the assignment of grades. The Graduate Research Assistant holds an assistantship with required duties in research. The full title, Graduate Research Assistant, should be used to distinguish the position from the staff classification of Research Assistant.

## *Chapter 2*

# **General Principles, Rules, and Procedures for Appointment, Reappointment, and Termination**

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This chapter summarizes the general principles, rules, and procedures for appointment to faculty positions at Vanderbilt. The full range of positions defined is provided in Chapter 1, Academic Titles at Vanderbilt. Positions may carry academic tenure (“tenure appointments”) or may exist only for a specified period of time (“term appointments” or “non-tenure appointments”). Term appointments may be on the tenure track, i.e., they offer the possibility of tenure, or not on the tenure track, in which case they do not offer the possibility of tenure. Subject to the approval of the Provost or the Vice-Chancellor for Health Affairs, each school publishes additional policies and procedures relating to appointment, reappointment, promotion, and tenure. These additional policies and procedures are available from the Deans of the schools.

### *Section A*

#### **EQUAL OPPORTUNITY**

Vanderbilt is an Equal Opportunity Employer; therefore, all employment and hiring practices, including those for filling faculty positions, must be in accordance with relevant federal statutes and in accordance with the Affirmative Action Plan of Vanderbilt University (see Part III, Chapter 2, Section E of the *Faculty Manual*). Deans of the schools and the Opportunity Development Center have detailed information regarding these requirements.

### *Section B*

#### **AUTHORIZATION OF ACADEMIC POSITIONS**

Before a formal search to fill a faculty position may begin, authorization in writing must be obtained from the Provost or the Vice Chancellor for Health Affairs and the Dean of the school, except in the School of Medicine where department chairs have standing authorization subject to the availability of funds and space. A position is not assumed to be authorized in a given department simply because a faculty member from that department has left the University.

Authorizations for faculty positions are terminated (1) when vacated by retirement, resignation, or other reason; and (2) when not filled within the year in which they are budgeted. Positions may be carried over to a new budget year on specific authorization. All position authorizations, including renewals, must be determined in light of school-wide and University-wide priorities. Faculty appointments in the University are made to a school and, where appropriate, to a department.

### *Section C*

#### WRITTEN TERMS OF APPOINTMENT

The terms and conditions of every appointment to the faculty, including extensions, modifications, and notices incumbent upon either party, are stated in writing, with a copy furnished to both parties. To the fullest extent practicable, all understandings with respect to terms of appointment, including specification of the appropriate kinds of research, scholarship, or creative expression, should be stated in the letter of appointment. The letter of appointment clearly states the term of an appointment and whether it is subject to renewal.

### *Section D*

#### PROCEDURES FOR INITIAL TERM APPOINTMENTS

In schools organized by departments, all appointments are formally initiated by the department chair in consultation with the Dean, with other members of the department holding tenure rank, and with other department chairs in the case of joint or interdepartmental appointments. In the School of Medicine, all clinical faculty appointments are initiated formally by the department chair in consultation with the Dean. In schools organized in divisions or programs of study, appointments are formally initiated by the Dean in consultation with tenured and other appropriate faculty. The Dean of the Graduate School is consulted if the prospective faculty member will be expected to offer graduate courses.

The recommendation for a new appointment should include information and documentation specified by the Provost or the Vice Chancellor for Health Affairs.

After a proposed term appointment is approved by the Dean, the complete file is sent to the Provost or the Vice Chancellor for Health Affairs for consideration. The Provost or the Vice Chancellor for Health Affairs notifies the Dean of the final action, and the Dean informs the department chair, where applicable, and executes the appointment, after which time announcement of term appointments can be made. Initial appointments to tenure-track positions require the approval of the Chancellor.

Term appointments are for fixed terms of one year (as is typically the case for Instructors), three years (as is typically the case for Assistant Professors), or other periods not to exceed five years.

### *Section E*

## STANDARDS AND PROCEDURES FOR THE RENEWAL OF TERM APPOINTMENTS

Certain faculty members holding term appointments are eligible for reappointment or renewal. Up to the time of a decision on tenure, all faculty holding tenure-track appointments are eligible for reappointment. The procedures for renewing a term appointment generally follow those for initial term appointments. Normally, the successful candidate for reappointment will have received a positive recommendation from his or her department or school, as applicable. A positive recommendation of the candidate's Dean is required, as is approval of the Provost or the Vice-Chancellor for Health Affairs. The colleges and schools may adopt more detailed procedures for reappointment with the approval of the Provost or the Vice-Chancellor for Health Affairs.

Tenure-track faculty members should be recommended for reappointment only if their performance provides a reasonable basis on which to project continued progress that could ultimately enable them to qualify for tenure. The evidence needed becomes more weighty with continued time in rank. Some degree of evidence is needed at each renewal period.

Faculty members holding renewable one-year appointments will normally receive written notices of renewal or nonrenewal by March 1, or, in the case of faculty members not on academic-year appointments, at least four months prior to the expiration of the appointment term. For faculty members who have appointments exceeding one year, written notices of renewal or nonrenewal normally will be made thirteen months prior to the expiration of the appointment term, e.g., by June 1 of the penultimate year of an appointment coinciding with the academic year. In certain circumstances, as when an appointment is dependent on the receipt of outside funds, written notification may be delayed until October 15, when a statement of contingencies must be provided, with the expectation of a final decision by December 15 of the final year. Such delayed notification using similar time intervals may also be used for faculty members with appointments that do not coincide with the academic year.

### *Section F*

## PROCEDURES FOR NEW APPOINTMENTS WITH TENURE

When a new appointment is made at Vanderbilt that carries with it the concurrent award of tenure, the procedures to be followed are as described in



Chapter 3, Section F, “Standards and Procedures for the Award of Tenure from Outside the University.”

### *Section G*

## FULL-STATUS PARTIAL-LOAD APPOINTMENTS

Tenure-track appointments or Blair collegiate faculty appointments may be made for partial-load faculty members, with those members being eligible for promotion through all ranks. Persons with such appointments are designated as having full status with partial load, and the letter of appointment must so state.

These appointments are ordinarily directed toward faculty members who look to the University for their only compensated activity, but whose family commitments or health prevents a full faculty load. They are distinguished from non-tenure-track “part-time” appointments such as lecturer, and from those professorial ranks bearing the prefixes adjunct, clinical, visiting, research, or adjoint, in which the individual ordinarily earns additional compensation apart from University salary. Full-status partial-load appointments must be consistent with the financial and programmatic needs of the individual schools. Partial-load faculty appointments may be reviewed from time to time to determine whether activities of such faculty members outside the University continue to warrant a partial-load appointment.

Professional qualifications expected for partial-load positions are the same as for full-time positions. Appointments and promotions are made in accordance with Chapters 2 and 3, and partial-load faculty members are subject to the provisions of the *Faculty Manual*.

Partial-load faculty members shall commit an agreed percentage of their time to the University, but not less than 50 percent. The letter of appointment specifies the percentage. Partial-load faculty appointments do not imply future full-load appointments; changes from partial to full load (or the reverse) must be approved by the appropriate Dean and the Provost or the Vice Chancellor for Health Affairs.

Procedures and criteria for promotion are the same for partial- as for full-load positions, except that the allowable period for promotion to tenure may be extended to three years beyond the period provided in Chapter 3. Approval by the Dean and by the Provost or the Vice Chancellor for Health Affairs is required.

Full-status partial-load faculty members are eligible for fringe benefits available to full-load members, except that some benefits will be reduced to correspond to the fraction of the load carried by the faculty member. For the retirement plan, the established percentages of contribution are applied to salary. Social Security, group life insurance (University provided and optional), and disability insurance also are based on salary. Health care coverage may continue as for any other active full-time faculty member or the faculty

member may waive the coverage. Full coverage for travel accident insurance, the full discount for athletic tickets, and the tuition benefit are allowed regardless of the percentage of load.

## *Section H*

### JOINT APPOINTMENTS

When a faculty member receives a joint appointment in two departments in the same school of the University, the letter of appointment designates the primary department for administrative purposes. The chair of the primary department will receive the cooperation of chairs of other departments in the assignment of work load and other matters affecting the joint nature of the appointment.

When a faculty member receives a joint appointment in two different schools of the University, the letter of appointment designates the primary department or division for administrative purposes, and the chair of that department—or the Dean, in nondepartmental schools—will carry the same responsibility as though all parts of the appointment were in the same school. The cost of employee benefits will generally be prorated between the schools in proportion to each school's share of the faculty member's salary, although this practice is not common for joint appointments to the schools of Medicine and Nursing.

Cooperative arrangements and joint programs between departments, between schools, or between Vanderbilt and another institution do not necessarily require joint appointments.

When a joint appointment is made between Vanderbilt and another institution, the letter of appointment must specify which institution is to become the primary base of the appointment. This base institution will handle all payroll procedures and employee benefits, billing the joint institution as appropriate with the salary division. The employee benefits to be received under such a joint appointment will normally be those of the base institution. An individual with a joint appointment may hold different academic ranks within the schools at Vanderbilt or at different institutions. In all cases of joint appointments, the letter of appointment must specify any arrangements for tenure or term appointments.

## *Section I*

### PART-TIME APPOINTMENTS

The procedure for making part-time term appointments is the same as for any other term appointment. Unless otherwise specified, part-time faculty are subject to the same responsibilities (Part III below), disciplinary procedures

(Part IV below), and renewal and termination procedures (Part II, Chapters 2 and 3) as full-time faculty in the same ranks, and they have recourse to the faculty grievance procedures (Part II, Chapter 3, and Part IV below). Part-time members of the faculties not having full status with partial load are non-voting members of the Faculty Assembly (Part I, Chapter 2 below).

### *Section J*

## RESEARCH PROFESSORIAL APPOINTMENTS

Research professorial appointments are made for fixed terms, the length of which may depend on the duration of research grants or contracts held by the University. Terms may be renewed without limitation, but no length of service can be expected to lead to automatic tenure. The titles of the research professorships are not to be considered shelters in which tenure decisions on regular faculty can be avoided. Any department may, however, at any time recommend that a person holding a research professorship be appointed to a rank on the normal tenure track of Instructor, Assistant Professor, Associate Professor, and Professor.

Notice of nonrenewal of the appointment will normally be given to the Research Professor at least six months before the end of the appointment. If renewal depends upon obtaining contract or grant funds still in doubt at that time, the notice may be that the University intends not to renew the appointment unless the funds are obtained.

A Research Professor wishing to terminate his or her appointment before the end of the fixed term must give six months' notice. Waiver of notice periods may be negotiated by express consent of both parties.

### *Section K*

## RETIREMENT

### **1. Age of Retirement**

There is no mandatory retirement. Issues regarding retirement planning should be addressed to the department chair or Dean.

The Deans of the individual schools in consultation with the Provost or Vice Chancellor may make provision for retirement incentive arrangements for tenured faculty members, including provision for deferred compensation and the continuation of specified fringe benefits.

### **2. Emeritus and Emerita Status for Faculty**

The Dean in consultation with the department chair will recommend to the Provost or the Vice Chancellor for Health Affairs those retiring members of

the faculty to be awarded emeritus or emerita status. The recommendation will be accompanied by a biographical statement of some 200 to 300 words citing the faculty member's contributions to the University and the academic world in teaching, scholarship, and service.

The Provost or the Vice Chancellor for Health Affairs may recommend the award of emeritus or emerita status to the Chancellor, who may recommend action to the Board of Trust. Emeritus or emerita actions generally will be made at the spring meeting of the Board. The action of the Board of Trust is transmitted by the Provost or the Vice Chancellor for Health Affairs to the Dean, who notifies the department chair and the faculty member. No public announcement may be made until after Board of Trust action. Public recognition of emeritus or emerita status is made at Commencement at the end of the academic year.

On occasion, a school may contract with an Emeritus or Emerita Professor to teach as a lecturer a specific course or perform other specific and limited duties.

### **3. Emeritus or Emerita Status for Administrators**

In rare cases, emeritus or emerita status will be awarded to an administrative officer who does not hold faculty rank. The procedure for consideration of such status will, insofar as possible, parallel that for tenured faculty, except that consideration for the award of emeritus or emerita status must start with the recommendation of the Provost or Vice Chancellor for Health Affairs to the Chancellor.

## *Section L*

### **RESIGNATION**

A faculty member may terminate an appointment effective at the end of an academic year, provided that he or she gives notice in writing as early as possible, preferably before March 1. Faculty members not on academic-year appointments should give notice in writing at least four months prior to the date on which they wish their appointment to terminate. Faculty members resigning tenure appointments are expected to give at least six months' notice. Waivers of notice periods may be negotiated by express consent of both parties.

## *Section M*

### **TERMINATION**

Faculty members may be terminated for cause subject to the procedures described in "Disciplinary Actions," Part IV, Chapter 1.

## *Chapter 3*

# **Principles, Rules, and Procedures for Promotion and the Award of Tenure**

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### *Section A*

#### **DEFINITION OF ACADEMIC TENURE**

“Academic tenure” at Vanderbilt refers to the University's commitment to continue any faculty member appointed as Professor or Associate Professor in that office, unless otherwise specified at the time of appointment, until the faculty member voluntarily terminates the appointment or until retirement or permanent disability, or dismissal for cause. Tenure does not attach to an administrative position. A faculty member holding academic tenure has the right to a hearing, as provided in Part IV, Chapter 1 of the *Faculty Manual*, prior to dismissal for cause.

### *Section B*

#### **THE PROBATIONARY PERIOD**

1. Tenure-track appointments provide for a probationary period prior to a decision on tenure. Any faculty member becomes ineligible for tenure if he or she has not been promoted to a tenured position, or offered a special extension of probation (see 4 below), by the end of seven years of accumulated full-time academic service at Vanderbilt or at other comparable institutions (see 3 below). “Full-time academic service” includes both full-status partial-load appointments and academic leaves (full- or part-time, paid or unpaid) as long as these are of a type to facilitate professional growth and achievement. If a faculty member holds a part-time, tenure-track appointment at the request of Vanderbilt, or if such a part-time appointment is necessitated by other nonacademic duties at Vanderbilt or elsewhere, then he or she may accumulate all or part of the seven probationary years in partial increments, on a pro rata basis. Whenever part-time employment justifies a pro rata extension of the probationary period, the contract of employment should specify the exact number of years added to it. The probationary period will not be extended in the absence of such a written statement.

2. Term appointments not on the tenure track do not offer any prospects of eventual tenure. Should a faculty member on such an appointment later shift

to a tenure-track position, these prior years at Vanderbilt will normally count toward the probationary period of seven years, but only to the extent that the non-tenure-track appointment offered opportunities for professional growth and achievement comparable to those enjoyed by tenure-track appointees. In the schools of Medicine and Nursing, individuals in advanced stages of training may be appointed to the faculty at the level of Instructor not on the tenure track, if they are otherwise qualified. If such individuals subsequently are appointed to the rank of Assistant Professor on the tenure track upon completion of training, prior years at the level of Instructor (non-tenure-track) will be excluded from the probationary period to the extent that the individuals were trainees and not independent investigators. Any prior years exempted from the probationary period must be agreed to by the appropriate Dean at the time of the initial tenure-track appointment.

3. Whenever prior service at other institutions has not provided opportunities for professional growth and achievement comparable to those enjoyed by junior faculty at Vanderbilt (e.g., because of higher teaching loads or less research support), then, at the time of the appointment to a tenure-track position at Vanderbilt, the candidate and the Dean must agree on the number of prior years to count toward tenure. Regardless of the number of years of comparable full-time service carried over from other institutions, Vanderbilt retains the option of requiring as many as three probationary years at Vanderbilt before a decision on tenure. Since the exercise of this option may extend the total probationary period beyond seven years, in all such cases the maximum probationary period at Vanderbilt must be clarified in the initial letter of appointment.

4. Various exigencies may retard or temporarily interrupt a faculty member's professional career. This means that certain periods during the probationary period should not count as "full-time service." These exigencies include leave required by ill health, by childbearing or unusual requirements for infant care, or by a serious illness or death of immediate family members. Other special circumstances (e.g., accidental destruction of research material, important clinical or patient care responsibilities, extra teaching assignments) may also retard the development of professional attainments directly related to a favorable tenure decision and thus justify exemptions for one or more periods.

The faculty member and his or her department chair (for faculty members in departments) must at the earliest possible moment present to the Dean a request for such an exemption. The request should outline the amount of time to be exempted from the tenure track. In no case may the total exemptions under this provision exceed two calendar years, and no period exempted shall be less than one semester. Faculty members who give birth during the probationary period are entitled to an automatic one-semester extension of the probationary period, up to a maximum of two extensions. In order to avail herself

of such an extension, a faculty member need only notify her department chair or Dean of her decision, within four months after the birth, on whether she wishes to take the extension.

Extensions of the probationary period must be approved by the department chair (for faculty members in departments), the Dean, and the Provost or the Vice Chancellor for Health Affairs. No request for an extension can be considered once the tenure evaluation has commenced. The Dean will consult with the Provost or the Vice Chancellor for Health Affairs prior to reaching a decision on any request for extension of the probationary period. The standards for an extension of the probationary period are to be applied rigorously such that extensions beyond seven years are granted only in exceptional circumstances. A faculty member who is granted an extension of the probationary period will be judged and evaluated on the same basis and by the same standards as though there had been no extension.

5. A failure by a faculty member on the tenure track to earn tenure normally leads to a termination of employment at Vanderbilt, but Vanderbilt guarantees to members on the tenure track who do not receive tenure the fulfillment of existing multi-year appointments or an additional one-year appointment if the adverse decision on tenure is made during a one-year appointment or during the last year of a multi-year appointment.

### *Section C*

## **STANDARDS FOR PROMOTION AND THE AWARD OF TENURE**

For the award of tenure, Vanderbilt requires (1) excellence in research, scholarship, or creative expression in one's discipline; (2) a high level of effectiveness in teaching; and (3) satisfactory performance in the area of service. From discipline to discipline, the form taken by a candidate's contributions will vary. But, in each case, Vanderbilt expects the level and quality of achievement in these three areas to be equivalent to that required for tenure in leading departments or schools of other major research universities. The three standards are independent; a deficiency in one area cannot be offset because the candidate exceeds the required standard in another.

### **1. Research, Scholarship, and Creative Expression**

Candidates to be considered for tenure are persons who have already achieved and who show promise of continuing to achieve a level of excellence in their contribution to the research, scholarship, or creative expression appropriate to their discipline or profession and as described in their letter of appointment. Indicators of excellence include originality, logical rigor, distinctiveness

of ideas, creativity of expression, independence of thought in identifying projects and framing issues for analysis, advancement of a theoretical viewpoint or a perceptive and balanced criticism of such a viewpoint, and significant and important intellectual impact.

Successful candidates for tenure at Vanderbilt must be active scientists, scholars, critics, or artists. By the time of the tenure review, they must have completed and made available research, scholarship, criticism, or artistic production of such high quality as to gain favorable recognition within their discipline and at a national level. The works may be available through the publication of books and articles, the circulation of manuscripts intended for publication, lectures and presentations, exhibits, or performances. When candidates participate in group research projects, it is their responsibility to provide a means for distinguishing their contributions from those of other members of the group. Both past achievements and future promise, both the quantity and the quality of completed work, determine one's eligibility for tenure.

## **2. Teaching**

Candidates for tenure must accept as career obligations the dissemination of knowledge and the nurturing of a spirit of inquiry. To qualify for tenure, candidates must demonstrate a high overall level of teaching effectiveness, with appropriate weight given to performance in each of the various forms of teaching that are important to the respective programs of their departments or schools.

Command of the subject, clarity in communication, and sensitivity to the needs of students are indispensable assets of effective teachers. Successful candidates for tenure must possess both the skills required to transmit the content of their disciplines and the capacity to motivate an active pursuit of new knowledge or insight. Such skills and capacities spring from the same qualities that lead to successful scholarly inquiry.

## **3. Service**

Faculty members have obligations that go beyond research, scholarship, or creative expression and teaching, particularly in departmental or school activities and University governance. In some disciplines, also of great import is service through University outreach (including patient care and other professional services to the University and the community) and contributions to professional and learned societies. Vanderbilt expects its tenure-track faculty to assume a fair share of such service work and to perform it at least satisfactorily.

## **4. Specification of Standards and Procedures by Schools**

Each school publishes a statement specifying its standards and procedures for the award of tenure and for promotion within the tenured ranks. These



statements should relate the standards and procedures to specific disciplines. Any departure in these specifications from any rule of the *Faculty Manual* must be consistent with the general principles stated herein and be approved by the Provost or the Vice Chancellor for Health Affairs, as appropriate.

At the end of the academic year, the Dean of each school submits to the Provost or to the Vice Chancellor for Health Affairs, as appropriate, a copy of the school's current statement, along with an indication of any proposed revisions. The Provost and the Vice Chancellor for Health Affairs review these statements and inform the schools of any problems prior to the beginning of the next academic year.

A copy of all documents specifying the requirements and procedures for appointment, tenure, and promotion is available in each Dean's office.

### *Section D*

## PROCEDURES FOR THE AWARD OF TENURE FROM WITHIN THE UNIVERSITY

As a general rule, no faculty member at Vanderbilt is promoted or awarded tenure without the recommendation of his or her senior colleagues in the department or school. That is, in any department or school, an ordinary prerequisite for tenure and promotion is the candidate's endorsement by a majority of the current faculty who hold a primary appointment at or above the rank for which the candidate is being considered and in the same department or school where the candidate's tenure would be based. These colleagues should be convinced that the candidate has those personal and professional qualities that will contribute positively to the work of the University. While the support of one's senior colleagues is not sufficient for tenure, it is in all cases necessary. In the School of Medicine, such endorsement is provided by the Executive Faculty, and no faculty member is appointed or promoted to the title of Associate Professor or Professor, either tenured or non-tenured, without a positive recommendation from the Executive Faculty. In addition to the involvement of tenured faculty, consideration of appointment to tenure involves (a) the Dean of the school, acting in accordance with the standards and procedures of the school; (b) the appropriate University Promotion and Tenure Review Committee; (c) the Provost or the Vice Chancellor for Health Affairs; (d) the Chancellor; and (e) the Board of Trust. Positive recommendations are ordinarily passed along to the next person or committee. Variations are described below.

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1. One Promotion and Tenure Review Committee considers candidates from the schools of Nursing and Medicine and reports to the Vice Chancellor for Health Affairs. Another Promotion and Tenure Review Committee considers candidates from all other schools and reports to the Provost.

## **1. The Decision by the School<sup>2</sup>**

The process of awarding tenure ordinarily begins with a positive recommendation by a majority of the tenured faculty members of a department or school (that is, by a majority vote of those faculty members who hold tenure in the same department or school where the candidate's tenure would be based). Both positive and negative recommendations are forwarded to the appropriate Dean, ordinarily within ten business days of the decision, along with the promotion file and an explanation of the basis of the decision. In the event of a negative decision, the candidate must be notified in writing of the decision in a timely manner, ordinarily within one business day. The candidate may then submit a statement for inclusion in the file to be transmitted to the Dean. The Dean may (a) accept the negative faculty decision, thereby ending the matter, or (b) return it to the faculty for reconsideration. If the original negative decision is reaffirmed by the faculty, the Dean, if he or she favors tenure, may send a positive recommendation to the appropriate University Promotion and Tenure Review Committee. If this committee acts favorably, its recommendation is sent to the Provost, or, in the School of Nursing, to the Vice Chancellor for Health Affairs. A negative decision under these circumstances by the Promotion and Tenure Review Committee terminates consideration.

A recommendation for tenure transmitted to a Dean by a departmental or school faculty moves forward only with the concurrence of the Dean, except when a department or school appeals a Dean's nonconcurrence. A decision to appeal requires the affirmative vote of at least two-thirds of the department's or school's tenured faculty, must be made within ten business days (not including vacation periods) after receiving a written report from the Dean describing the rationale for the decision, and is directed to the appropriate University Promotion and Tenure Review Committee. Only those faculty members eligible to vote on the original recommendation may participate in the vote on an appeal. The appeals procedures limit the committee's review to documentation included in the personnel file at the time of the Dean's decision.

## **2. Procedures for Review and Assessment by the Faculty**

Except as set forth below, the entire contents of the dossier, including all solicited or unsolicited letters regarding appointment, renewal, promotion, or tenure that will be included in the candidate's file for transmittal to the Dean, must be available for review by the eligible faculty members prior to their

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2. The procedures described in this and the following section, "Procedures for Review and Assessment by the Faculty," do not apply to the School of Medicine, whose alternative procedures are published on the School's web site at [www.mc.vanderbilt.edu/medschool/html/fac\\_promo.htm](http://www.mc.vanderbilt.edu/medschool/html/fac_promo.htm).

vote.<sup>3</sup> Only members of the faculty who are eligible to vote will have the opportunity to review the contents of the dossier prior to the vote. Unsolicited letters from faculty members outside the department or school will be included in the dossier only if they are provided to the department chair or Dean for review by the faculty prior to the vote.

By the end of the second business day after the vote, any faculty member eligible to vote may write a letter to the department chair or Dean for inclusion in the dossier expressing his or her views on the deliberations by the faculty. These letters are to be made available to all faculty who are eligible to vote.

The department or school must prepare minutes or a summary of the faculty deliberations which will be appended to the dossier, after first being circulated to the voting members of the faculty. Any faculty member who believes that the minutes or summary does not fairly reflect the deliberations at the meeting may submit a letter to the department chair or Dean before the end of the second working day after distribution of the minutes or summary. All such letters will be made available for review by the faculty eligible to vote and will be included in the dossier.

As the final step in the faculty evaluation process, the department chair or Dean will write a letter of transmittal that reports his or her views of the full range of faculty deliberations.

Except as stated above, no faculty member other than the department chair or Dean may add materials to the dossier for consideration at higher levels of review of the faculty decision.

It is inappropriate for faculty members, including those outside of the department or school, to attempt to influence the deliberations on renewal, promotion, or tenure that come after the vote of the faculty, except to bring an allegation of professional misconduct. “Professional misconduct” means any conduct on the part of a faculty member that might reasonably lead to disciplinary action under Part IV, Chapter 1 (Disciplinary Actions) of the *Faculty Manual*. Persons involved in subsequent levels of review should not accept or consider additional unsolicited documents and should discourage any communications that seek to influence their decisions.

### **3. The Promotion and Tenure Review Committee**

All recommendations are reviewed by one of the two standing University Promotion and Tenure Review Committees. Both committees are appointed by the Chancellor upon the recommendation of the Provost or the Vice Chancellor for Health Affairs, normally from nominations submitted by the Consultative

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3. In schools without departments (Divinity, Law, Nursing, Owen Graduate School of Management), the entire eligible school faculty votes on the initial tenure recommendation. In schools with departments, the department chair writes the recommendation of the faculty and submits it either to the Dean or to a school-wide tenure and promotion committee. In schools without departments, the voting faculty submits its recommendation directly to the Dean.

Committee of the Faculty Senate. As with all University-level committees, the Chancellor has ultimate responsibility regarding the membership of the two Promotion and Tenure Review Committees.

The Promotion and Tenure Review Committee reporting to the Provost is composed as follows: one representative from each of the three divisions of the College of Arts and Science; one representative each from the School of Engineering, the Divinity School, Peabody College, the Owen Graduate School of Management, and the Law School; and the Dean of the Graduate School. The Provost designates a member of the committee to serve as chair.

The Promotion and Tenure Review Committee reporting to the Vice Chancellor for Health Affairs is composed of six representatives from the School of Medicine, three representatives from the School of Nursing, and the Dean of the Graduate School. The Vice Chancellor for Health Affairs designates a member of the committee to serve as chair.

Members of both University Promotion and Tenure Review Committees normally serve three-year staggered terms. The committees report all their decisions to the Provost or the Vice Chancellor for Health Affairs and, in the case of a negative decision, to the appropriate Dean.

When tenure is recommended by a Dean, the University Promotion and Tenure Review Committee evaluates the recommendation on the basis of its consistency with University standards and with the statement of standards and procedures required by the school (see Section C, 4 above). Except in unusual cases, review will not consist of a second detailed evaluation of the candidate's qualifications. In unusual cases and in cases presented by appeal, the chair of the Promotion and Tenure Review Committee may appoint an ad hoc committee, composed of faculty members in disciplines related to that of the candidate, to make another evaluation of the candidate's record. In selecting members for an ad hoc committee, the chair of the Promotion and Tenure Review Committee normally will consult the members of the review committee, the Provost or the Vice Chancellor for Health Affairs, and the appropriate Dean and department chair. The ad hoc committee reports its findings to the appropriate University Promotion and Tenure Review Committee.

The award of tenure requires a positive recommendation from the appropriate University Promotion and Tenure Review Committee. A negative recommendation by the Promotion and Tenure Review Committee may be appealed by the Dean to the Provost or the Vice Chancellor for Health Affairs, as appropriate, except where the candidacy has reached the Promotion and Tenure Review Committee by the Dean's overruling a negative departmental or school recommendation. An appeal by the Dean must be made within thirty business days after receipt of the written report of the Promotion and Tenure Review Committee. The final decision should be communicated in writing from the appropriate Dean, the Provost, or the Vice Chancellor for Health Affairs to the faculty member.

Those charged with reviewing a recommendation or an appeal under the foregoing procedures may decide to obtain additional information to supplement

or clarify the candidate's record. If so, this information should relate to the record as it existed at the time of the faculty's recommendation and not to activities or achievements by the candidate occurring after that time. If such information is obtained, the person or committee obtaining it may ask those who considered the matter at some prior step in the review process to reconsider their decision in light of it. If an ad hoc committee of the Promotion and Tenure Review Committee obtains such additional information, that information must be presented to the appropriate Dean and faculty for their reconsideration.

### *Section E*

## PROCEDURES FOR PROMOTION TO PROFESSOR

In general, the procedures to be followed for promotion to Professor are the same as those specified above for consideration for the award of tenure. The process ordinarily requires a positive recommendation by a majority of tenured Professors in the department or school. In the School of Medicine, the positive recommendation is from a majority of the tenured Professors on the Executive Faculty in lieu of the recommendation from a majority of the tenured Professors in the department or school. Vanderbilt expects the level and quality of achievement in (1) research, scholarship, or creative expression; (2) teaching; and (3) service to be equivalent to that required of Professors in leading departments and schools of other major research universities. The candidate must have attained national or international recognition among leading scholars in his or her discipline for sustained and excellent research, must have taught the courses requested by the department or school at a consistently high level of effectiveness, and must have demonstrated a well-developed and recognized record of service both to the University and his or her discipline.

In the Law School, the award of tenure is normally accompanied by promotion to the rank of Professor. The standards for promotion are specified by the Law School, with the approval of the Provost, to conform to the expectations for the rank of Professor established at other nationally recognized law schools.

### *Section F*

## STANDARDS AND PROCEDURES FOR THE AWARD OF TENURE FROM OUTSIDE THE UNIVERSITY

Candidates for a tenured appointment from outside the University must meet the standards established for such rank as specified in the *Faculty Manual* and the statements prepared by the individual schools.

The information that must be obtained on candidates from outside the University for positions carrying tenure is specified by the Provost or the Vice

Chancellor for Health Affairs. It corresponds insofar as possible to the information assembled on behalf of internal candidates for tenure, although inevitably some of this information is not readily available for external candidates.

The appointment from outside the University normally requires a positive recommendation by a majority of department or school faculty members who hold tenure in the same department or school where the candidate's tenure would be based, acting through the department chair or Dean and concurred with by the Dean. Normally, for appointments at the rank of Professor, a positive recommendation by a majority of the department or school's tenured Professors is required as well. In the School of Medicine, appointments to tenured rank from outside the University will be made with approval of a majority of the Executive Faculty in lieu of approval by a majority of tenured department or school faculty.

The department chair or Dean normally will arrange for each candidate to visit the campus for interviews with members of the department or school, the Dean, and the Provost or the Vice Chancellor for Health Affairs. Other University officers may be involved in special appointments. The campus visit may be omitted in certain cases.

After the proposed appointment is approved by the Dean, the complete file is sent to the Provost or the Vice Chancellor for Health Affairs for consideration. The Provost or the Vice Chancellor for Health Affairs recommends tenured appointments to the Chancellor and the Board of Trust. Tenured appointments from outside the University are not reviewed by the Promotion and Tenure Review Committee.

The action of the Board of Trust is transmitted by the Provost or the Vice Chancellor for Health Affairs to the Dean. The Dean notifies the department chair and the candidate. No announcement of a proposed tenure appointment is made until the Board has acted and the candidate has been informed.

### *Section G*

## **GRIEVANCES ARISING FROM REAPPOINTMENT, TENURE, AND PROMOTION DECISIONS**

A grievance alleging that the University breached an obligation owed to the faculty member in regard to a decision on his or her reappointment, tenure, or promotion shall be filed using the process set forth in Part IV, Chapter 2 below.

# Part III

## UNIVERSITY PRINCIPLES AND POLICIES

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## *Chapter 1*

# A Statement of Principles

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### *Section A*

#### ACADEMIC FREEDOM AND RESPONSIBILITY

“Academic freedom” in the traditional sense refers to the University’s continuing policy of maintaining conditions of free inquiry, thought, and discussion for every member of the faculty in professional activities of research, teaching, public speaking, and publication. These conditions are regarded as necessary rights accruing to appointment on the faculty. Faculty members have the correlative obligation to speak and write with accuracy, with due respect for the opinions of others, and with proper care to specify that they speak on the authority of their own work and reputation, not as special pleaders for any social group or as purporting to represent the University. Such rights and obligations presuppose that faculty members adequately perform other academic duties and that they do not accept pecuniary return for activities outside of the University without a proper understanding with University authorities.

Some persons broaden the meaning of academic freedom beyond individual rights and duties to include faculty participation in determination of University policy. At Vanderbilt, the faculties of the College of Arts and Science, the Graduate School, and the professional schools (the Executive Faculty in the School of Medicine) determine the requirements and recommend all candidates for degrees. Through their collegial bodies and their elected representatives in the Faculty Senate, the faculties are free at any time to examine, debate, and make recommendations concerning any educational policy, program, or practice of the University.

“Academic responsibility” means adherence to the following values and standards of conduct (adapted from the *Beach Report on Issues of Conscience and Academic Freedom*, 1960):

Vanderbilt University is a community of men and women devoted to the search for truth. A self-governing institution, it professes freedom from both internal and external interference which hinders accomplishment of that purpose. It is an institution that transcends, as much as it challenges and accepts, the customs and values of society. It has its own standards of excellence and responsibility that do not always conform to those of the persons and groups who support it.



The University is also part of the civic community in which it exists. Its members, both faculty and students, are entitled to exercise the rights of citizens and are subject to the responsibilities of citizens. A member of the Vanderbilt community gives thoughtful consideration to the image of the University reflected in his or her public behavior.

Members of the Vanderbilt community share a due regard and respect for law. In the event that one of its members is in jeopardy before the law, either for the sake of conscience or for the purpose of testing the validity of particular provisions of law through deliberate violation, the University will not seek to protect him or her from due process of law. Regardless of the action of the courts, however, the University reserves the right to determine whether a faculty member is fit to retain membership in the academic community, and maintains its own procedures for taking action upon, hearing, and deciding complaints against one of its members.

### *Section B*

## **STUDENTS AT VANDERBILT: A STATEMENT OF PRINCIPLES**

The community of Vanderbilt University is united by the goals of inquiry and education. Faculty, administration, and students are partners in an enterprise aimed at the enhancement of knowledge and the growth of the individual. All members of this community have both rights and responsibilities and are expected to observe rules required to maintain the humane order of the University. Each member must respect the rights of others and make responsible contributions to the common life.

The University, in turn, dedicates itself to the support and encouragement of a collegial community. Its dealings with students will be governed, within the limits of its resources, by the principles articulated below. It will take special care that its rules and regulations, through which these principles are implemented, shall adequately reflect and be in accordance with them.

### **Open Communication**

The University is committed to the promotion of collegial relationships among students, faculty, and administration through the creation and maintenance of open channels of communication. The University will publish and disseminate in a timely manner its policies, procedures, and regulations concerning students, including those stating academic requirements and standards of student conduct, as well as any other information that is deemed to be important for the protection of all members of the University community.

## **Open Inquiry**

The University is committed to providing opportunities for the free and open exchange of ideas both inside and outside the classroom. It will safeguard the undisturbed, orderly expression of diverse views and opinions as well as the opportunity for their careful examination.

## **Governance**

The University is committed to the consideration of views expressed by students on matters of student concern, both in support of existing policies and proposals for change. It encourages student involvement in governance at the department, school, college, and University levels. To facilitate that involvement, the University will maintain appropriate processes within which students can communicate their views by formal and informal means, and can, directly or through their representatives, actively contribute to decisions affecting the University community. All involved are expected to participate in these processes in a responsible and thoughtful manner.

## **Academic Offerings**

The University is committed to the provision of resources of high quality for aiding students in the pursuit of their academic and intellectual development, including both varied and complementary curricular offerings, a qualified faculty, and accessible, well-equipped facilities.

## **Formal Instruction**

The University is committed to the pursuit of excellence in the education of its students, whether in the classroom, in the laboratory, or in practical experience. It will strive to create the opportunity for open inquiry, discussion, and challenge of ideas, and to assure students reasonable access to the faculty for continuation of this process outside of class meetings. Instructors will ensure that the objectives of their courses, their expectations for performance, and their methods of evaluation are explained to students. Academic evaluation will be based on fair and relevant standards. Students will be given an opportunity to evaluate the performance of the faculty as teachers and to have those evaluations considered.

## **Academic Integrity**

The University is committed to academic honesty and to the effective and just implementation of a system designed to preserve and protect it.

## **Counseling**

The University is committed to making support and guidance available for its students as they make academic, career, and personal choices and seek to understand themselves and those with whom they live and work.

## **Fair Procedures**

The University is committed to providing students with the opportunity to present complaints about the action of any member of the University community. It will provide fair and appropriate procedures, including the opportunity for appeal, for addressing and resolving complaints. These procedures will be administered in a nonadversarial spirit of openness, fairness, cooperation, and mutual respect among the participants.

## **Extracurricular Activities**

The University is committed to the support and stimulation of the learning experience beyond the boundaries of formal instruction. It will provide opportunities through special personnel, facilities, programs, and services for students to associate with one another on an informal basis for participation in nonacademic activities, including the opportunity to form and join campus organizations.

## **Privacy**

The University is committed to the protection of its members from unreasonable intrusions into their individual privacy. It will also provide considerate, and where appropriate, confidential management of their academic, health, disciplinary, financial, and personal records.

## **Health and Safety**

The University is committed to the physical and mental well-being of its members. Accordingly, it will strive to provide a secure campus, safe facilities, and responsible regulations designed to protect the health and safety of all.

## **Nondiscrimination**

The University is committed not to discriminate on the basis of unlawful criteria in its policies, practices, programs, and activities.

## **Civility**

A goal of Vanderbilt University is to foster an open and diverse society where the rights of all members of the community are respected. The free expression of views in orderly ways is encouraged, but personal vilification of individuals has no place at Vanderbilt. Discouragement of personal vilification includes education and assistance in understanding the differing cultures represented at Vanderbilt, peer disapproval of inconsiderate behavior, and provisions of the *Student Handbook* regulating abusive or harassing conduct.

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The University recognizes that occasions may arise when the amendment of these principles will be necessary. The process of developing, approving, and implementing amendments shall include participation by students, faculty members, and administrators.

## *Chapter 2*

# **Nondiscrimination**

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Vanderbilt University has a strong commitment to assuring that every member of the faculty and staff and every student receive fair treatment. A number of policies support this commitment, with some of these reflecting both institutional policy and legal obligation (Title VII provisions relating to employment discrimination, for example), and others reflecting institutionally developed statements of policy considered important within the institutional community (the statement on sexual orientation, for example).

### *Section A*

#### **NONDISCRIMINATION STATEMENTS**

##### **Nondiscrimination Statement for University Publications**

The following statement on nondiscrimination must appear in all University publications that relate to admissions, the presentation of academic programs, and employment.

In compliance with federal law, including the provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, Vanderbilt University does not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military service in its administration of educational policies, programs, or activities; its admissions policies; scholarship and loan programs; athletic or other University-administered programs; or employment. In addition, the University does not discriminate on the basis of sexual orientation consistent with University nondiscrimination policy. Inquiries or complaints should be directed to the Opportunity Development Center, Vanderbilt University, VU Station B #351809, Nashville, TN 37235-1809. The Center is located in the Baker Building, 110 21st Avenue South. Telephone (615) 322-4705 (V/TDD); fax (615) 343-4969.

##### **Sexual Orientation Nondiscrimination Statement**

Vanderbilt University is committed to the principles of nondiscrimination on the basis of being or being perceived as homosexual,

heterosexual, or bisexual. In affirming its commitment to this principle, the University does not limit freedom of religious association and does not require adherence to this principle by government agencies or external organizations that associate with but are not controlled by the University. The University extends specified benefits to eligible domestic partners.

For additional information or assistance, contact the Opportunity Development Center or the Benefits Office of Human Resource Services.

### *Section B*

## **LAWS IMPOSING SPECIAL OBLIGATIONS**

A number of provisions of federal and state law, including those mentioned above, impose special obligations on the University and require particular attention. Among these are:

- Titles VII and VIII of the Public Health Service Act
- The Equal Pay Act of 1963
- Titles VI and VII of the Civil Rights Act of 1964, as amended
- Executive Order 11246, as amended
- The Age Discrimination in Employment Act of 1967, as amended
- Title IX of the Education Amendments of 1972
- The Rehabilitation Act of 1973
- The Vietnam Era Veterans Readjustment Act of 1974
- The Age Discrimination Act of 1975
- Revenue Procedure 75-50 (1975)
- Tennessee Fair Employment Practices Law of 1978
- Governor's Code of Fair Practices of 1979
- Americans with Disabilities Act of 1990

### *Section C*

## **INDIVIDUALS WITH DISABILITIES**

Vanderbilt is committed to equal opportunity and access for people with disabilities. In compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) of 1990, Vanderbilt does not exclude qualified persons with disabilities from participating in employment opportunities and University programs and activities.

Questions about accommodations should be directed to the Opportunity Development Center.

## *Section D*

### HARASSMENT

It is important that Vanderbilt University faculty, staff, and students enjoy an environment free from implicit and explicit behavior used to control, influence, or affect the well-being of any member of our community. Harassment of any individual based on sex, race, color, religion, national origin, age, or disability is unacceptable and grounds for disciplinary action, and also constitutes a violation of federal law. Equally unacceptable within the University is the harassment of any individual on the basis of sexual orientation.

#### **A. Sexual Harassment**

Sexual harassment is a form of sex discrimination. It is illegal under state and federal law and is a violation of University policy.

Sexual harassment is prohibited under Title VII of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972. In 1980, the Equal Employment Opportunity Commission amended its sex discrimination guidelines under Title VII to include sexual harassment, defining the term as follows: “Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when 1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment; 2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; 3) such conduct has the purpose or effect of substantially interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment.”

The Office of Civil Rights of the Department of Education issued a policy statement on August 31, 1982, defining sexual harassment under Title IX and setting forth procedures for handling sexual harassment complaints. According to this policy statement, sexual harassment “consists of verbal or physical conduct of a sexual nature, imposed on the basis of sex, by an employee or agent of a recipient [of federal funds] that denies, limits, provides different, or conditions the provision of aid, benefits, services, or treatment protected under Title IX.”

#### **B. Racial and Other Harassment in the Work Environment**

Harassment on the basis of race, color, religion, or national origin is a form of unlawful discrimination and is prohibited under Title VII of the Civil Rights Act of 1964. The Equal Employment Opportunity Commission explains, in its 1980 “Guidelines on Discrimination Because of Sex,” that the principles for defining sexual harassment in the workplace apply as well to harassment based on race, color, religion, and national origin. Thus where harassment based on race, color, religion, or national origin has the “purpose

or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment" it rises to the level of unlawful discrimination. In addition, the courts have applied these principles to harassment on the basis of age and disability under the Age Discrimination in Employment Act and the Americans with Disabilities Act, respectively. Finally, the University, through its "Sexual Orientation Nondiscrimination Statement," applies these principles to harassment on the basis of sexual orientation.

### **C. Complaint Procedure**

Any member of the University community who experiences harassment on the basis of sex, race, color, religion, national origin, age, disability, or sexual orientation should immediately seek assistance through the Opportunity Development Center (ODC), 322-4705. The ODC receives all complaints of unlawful discrimination raised within the University community and, where possible, assists in the resolution of those complaints.

### *Section E*

## **AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY**

The following statements summarize policies on affirmative action and equal employment opportunity.

University officials will base employment decisions on the principles of equal employment opportunity consistent with our intent to achieve the goals outlined in our Affirmative Action Plan and consistent with the University nondiscrimination policy with respect to sexual orientation.

Vanderbilt University, through responsible officials in compliance with its affirmative action obligations, will recruit, hire, train, and promote persons in all job titles, without regard to race, color, religion, sex, national origin, age, handicap, or status as a disabled veteran or veteran of the Vietnam Era, except where age and sex are bona fide occupational requirements, or where a specific disability constitutes a bona fide occupational disqualification.

University officials will take affirmative action to ensure that promotion decisions are in accord with principles of equal employment opportunity by imposing only valid requirements for promotional opportunities.



University officials will ensure that all personnel actions such as compensation, benefits, transfers, layoffs, returns from layoff, University-sponsored training, education, tuition assistance, and social and recreational programs, will be administered without regard to race, color, religion, sex, national origin, age, disability, or status as a disabled veteran or veteran of the Vietnam era.

The Provost and the Vice Chancellors assist the Chancellor in administering the provisions of the Affirmative Action Plan. They are responsible for assuring that the University's policy on affirmative action and equal opportunity is carried out within their respective administrative areas.

The staff of the Opportunity Development Center monitors the University's compliance with equal opportunity and affirmative action laws and coordinates and implements the provisions of Vanderbilt's Affirmative Action Plan. The Center also coordinates services for persons with disabilities.

Grievance procedures for faculty members are explained in Part IV, Chapter 2.

The Office of the General Counsel is also available to assist with application and interpretation of equal opportunity and affirmative action laws.

## Chapter 3

# Vanderbilt University Conflicts Policy

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### *Policy Statement*

The Vanderbilt University Conflicts Policy (Part III, Chapter 3) has been replaced with the Conflict of Interest Policy and the Conflict of Commitment Policy. These policies are available on the Office of Compliance Website at [www.vanderbilt.edu/compliance](http://www.vanderbilt.edu/compliance).

## PRIMARY COMMITMENT TO THE BEST INTERESTS OF THE UNIVERSITY

Members of the Vanderbilt University community must fulfill the education, research, patient care, and public service missions to which Vanderbilt University is dedicated. The University's core values include a commitment to the following goals: educating students; protecting academic freedom; advancing and communicating knowledge about the world; protecting the safety of patients and participants in research; protecting the integrity and objectivity of research and instruction; supporting the ideals of goodwill, fair play, and transparency; and encouraging public service. Accordingly, all members of the University community have a clear obligation to conduct the affairs of the University and to make decisions based upon the desire to promote the best interests of the University in a manner consistent with those goals. Trustees and senior administrators are fiduciaries and owe special duties of care and loyalty to the University as a whole and must keep the University's interests paramount to all others.

The relationships between Vanderbilt University, the members of the University community, private industry, federal and state governments, and the nonprofit sector have grown increasingly complex. As a result, there are opportunities for professional interactions and development that may benefit the University, the community, and individuals, but which may also present the potential for or the appearance of conflicting loyalties, responsibilities, and time commitments for individuals within the University community. The purpose of the Vanderbilt University Conflicts Policy (the "Policy") is to set forth a policy statement regarding conflicts and to provide guidelines to protect the University and its mission.

It is the policy of the University that all members are expected to devote their primary professional loyalty, time, and energy to their service to the University in fulfilling its education, research, patient care, and public service missions. Accordingly, outside activities and financial interests should be arranged so as not to interfere with these primary commitments. Members are expected to evaluate and arrange their external interests and commitments in order to avoid compromising their ability to carry out their primary obligations to the

University, and most conflicts should generally be avoided or resolved through the exercise of individual judgment or discretion.

All members of the University community are expected to abide by the conflict of interest policies and standards set forth in this Policy (including any specific procedures adopted by specific schools or departments pursuant to or in furtherance of this Policy), fully disclose professional and relevant personal activities when required by the University or when there is potential for a conflict situation, remedy conflict situations or comply with any management or monitoring plan prescribed by the University, remain aware of the potential for conflict, and take initiative to manage, disclose, or resolve conflicting situations as appropriate.

All senior administrators have the responsibility to understand and implement this Policy, including, as necessary, the adoption of specific procedures for their respective schools and departments in furtherance of and in accordance with this Policy.

## *Section B*

### DEFINITIONS

#### **1. Conflict of Interest**

Individual conflict of interest refers to situations in which an individual's financial, professional, or other personal considerations may directly or indirectly affect, or have the appearance of affecting, an individual's professional judgment in exercising any University duty or responsibility, including the conduct or reporting of research. Typically, a conflict of interest may arise when a member has the opportunity or appears to have the opportunity to influence the University's business, administrative, academic, or other decisions in ways that could lead to financial, professional, or personal gain or advantage of any kind or could result in adverse outcomes in patient-oriented research.

#### **2. Conflict of Commitment**

A conflict of commitment relates to an individual's distribution of effort between a University appointment, obligation, and commitment and outside professionally related or personal activities. Outside activities may include involvement with professional societies; participation related to review panels, education meetings, or conferences; professional activities for pay; and business activities related to outside entities including start-up companies. A conflict of commitment can arise when the external commitments burden or interfere with the member's primary obligations and commitments to the University.

### 3. Other Definitions

*Administrator:* A dean, assistant or associate dean, assistant or associate vice chancellor, department chair, administrative director, department head or any individual who has supervisory authority at a division or department level for faculty and/or staff.

*Business:* Any company or corporation, any partnership, sole proprietorship, firm, franchise, association, organization, holding company, joint stock company, receivership, trust (business, real estate, estate planning, or otherwise), enterprise, or any other legal entity whether organized for profit or not for profit, including any entity controlled by, controlling, or under common control with any such entity, but excluding the University.

*Confidential or Privileged Information:* Information contained in documents so designated and medical, educational, personnel, or security records of individuals; anticipated material requirements or price actions; knowledge of possible new sites for University-supported operations; or knowledge of forthcoming programs or of selections of contractors or subcontractors in advance of official announcements; or any other information of a private or sensitive nature.

*Consulting:* A relationship with an individual or a business or with an agent or other representative of such individual or business, service on advisory boards, and any other relationship whereby the member receives or has the right or expectation to receive, remuneration from such individual or business in exchange for services. Examples of service include service on a business's board of directors; professional services rendered for a business, industry, private individuals, government, other academic institutions, or foundations; and, in limited circumstances, services for a colleague holding a sponsored research contract or grant at the same institution.

Certain practices, by long use and common agreement, have been accepted as not leading to conflicts of interest unless they constitute a conflict of commitment and are not deemed to constitute consulting services under this Policy. These include creating literary and artistic works for which the proceeds or rights accrue to the member in accordance with the University's Policy on Technology and Literary and Artistic Works; serving on the "study sections or groups" and "selective panels" of government agencies, foundations, and similar public and nonprofit bodies, with per diem, travel costs and an honorarium often provided; delivering occasional lectures, or a short series of lectures, or participating in short-term seminars and workshops, at another institution, sometimes for an honorarium and travel expenses, on a non-recurring basis; uncompensated advising of individuals with research inquiries on a short-term basis; presenting expert testimony before judicial, legislative, or administrative bodies in cases involving a significant public interest and for which no compensation is received; reviewing or editing scholarly publications; and public service within the University for which no monetary compensation is received.

*Executive Officer or Position:* Any position that includes responsibilities for a material segment or division of the operation or management of a business, including scientific or administrative board membership.

*Executive Administration:* Individuals so identified by the University.

*Family or Family Member:* Spouse, children, stepchildren, parents, siblings, and domestic partners (individuals not related by blood, not legally married, but currently in a committed relationship and residing in a common household sharing joint responsibility for the household).

*General Officers:* The Chancellor, Provost, and Vice Chancellors of the University.

*Institutional Review Board:* The Vanderbilt University Institutional Review Board for the Protection of Human Subjects or any other committee or group that is charged with responsibility for compliance with federal guidelines for the protection of human subjects in research and/or reviews all research proposals and related activities involving human subjects in order to protect their rights and welfare.

*Members:* Trustees, general officers, administrators, and all full-time, part-time, temporary, or adjunct faculty and staff of the University.

*Participate:* To be part of the described activity in any capacity. This includes, but is not limited to, serving as a principal investigator, co-investigator, or other supervisor, research collaborator, expert witness, or provider of direct patient care. The term is not intended to apply to individuals who provide primarily technical support or who are purely advisory, with no direct access to the data (e.g., control over its collection or analysis, or, in the case of research, to the trial participants, unless they are in a position to influence the study's results or have privileged information as to the outcome).

*Significant Financial Interest:* Salary or other payments for services, intellectual property rights, ownership and equity interests, fees, honoraria, gifts, or other emoluments or "in kind" compensation, whether for consulting, lecturing, or for any other purposes, that when aggregated for the member and family members with respect to any single business in a given twelve-month period exceeds \$10,000 in value or a 5 percent ownership interest.

Examples of a significant financial interest include the following:

1. An equity interest or entitlement to the same, including stock options, in a publicly or non-publicly traded business.
2. Royalty income or the right to receive future royalties under an existing licensed patent or other licensed intellectual property rights, where there is ongoing University research related to the licensed technology, or other licensed intellectual property rights.
3. Any non-royalty payments or entitlements to payments in connection with research that are not directly related to the reasonable cost of the research (as specified in the research agreement between the sponsor and the institution). This includes partial, interim, or milestone payments conditioned upon specified research-related dates,

whether the payments are from a business or the University.

4. Service as an officer or director or in any other executive position or fiduciary role for a business whose financial interest would reasonably appear to be affected by the conduct or outcome of research or a business transaction.

A significant financial interest does not include the following:

1. Salary, royalty payments, or other remuneration from the University, provided there is no ongoing University research related to the licensed technology or other licensed intellectual property rights pertaining to any such royalty payments.

2. Income from editorial activities on behalf of professional journals and from seminars, lectures, or teaching engagements sponsored by governmental or not-for-profit entities.

3. Income from service on advisory committees or review panels for governmental or not-for-profit entities.

4. Interest in publicly traded mutual funds where the individual investor has no control over the selection of holdings.

*Sponsored Research:* Research, training, educational, and instructional projects (such as clinical trial agreements, grants, and contracts) involving funds, materials, or other compensation from outside sources under agreements that contain one or more of the following:

1. The agreement binds the University to a line of scholarly or scientific inquiry specified to a substantial level of detail. Such specificity may be indicated by a plan, by the stipulation of requirements for orderly testing or validation of particular approaches, or by the designation of performance targets.

2. A line-item budget is involved. A line-item budget details expenses by activity, function, or project period. The designation of overhead (or indirect costs) qualifies a budget as a line-item budget.

3. Financial reports are required.

4. The award is subject to external audit.

5. Unexpended funds must be returned to the sponsor at the conclusion of the project.

6. The agreement provides for the disposition of either tangible or intangible properties which may result from the activity. Tangible properties include equipment, records, technical reports, theses, or dissertation. Intangible properties include rights in data, copyrights, or inventions.

*Start-up Company:* A business created to assist with commercializing technology through an independent entity.

*Technology:* Any tangible or intangible invention, in the patent sense, whether or not reduced to practice, and any research results, whether or not

patentable or copyrightable (including any process, method, product, compound, drug, device, biological or biogenic material; or any diagnostic, therapeutic, medical, or surgical procedure; or any computer program or software, integrated circuit design, database, technical drawing, or other technical creation) whether intended for commercial use or not.

*Trustee:* Any member of the Vanderbilt University Board of Trust or any other governing board of the University, including any committee or subcommittee thereof.

*University:* Vanderbilt University, together with its subsidiaries and affiliated entities, including any entity controlling, controlled by, or under common control with Vanderbilt University.

## *Section C*

### INDIVIDUAL CONFLICTS OF INTEREST

#### **A. General Guidelines**

Conflicts of interest can arise under many situations. These guidelines set forth principles that members are expected to follow. In addition to the general guidelines discussed below, members are encouraged to review the examples of various conflict situations found in the section Conflict Review and Management on page 95.

##### *1. University Administration*

The internal administration of the University can present the potential for conflict of interest situations. Members with administrative responsibilities must take particular care to avoid relationships in which personal interests intersect with the University's interests and have the potential for inappropriate factors to be considered in administrative decisions. In particular, members who have University duties involving the procurement, exchange, or sale of goods, services, or other assets; the negotiation or formation of contracts or other commitments affecting the assets or interests of the University; the handling of confidential or privileged information; the provision of patient care; the conduct of sponsored research and the handling of any research results or resulting transfer of technology; or the rendition of professional advice to the University must be particularly conscious of possible conflicts or the appearance of conflicts.

##### *2. Business Relationships*

In general, when members or their family members are involved in business ventures as owners, operators, major investors, or executive officers, they must be alert to the possibility that a conflict may arise, if the business has a relationship or competes with the University. If the enterprise does not have a business relationship or otherwise compete with the University, only the area of conflict of commitment is likely to be involved.

If the enterprise does business with the University, or might do business with the University, the member is expected to disclose that fact. Generally, there will be no conflict if the member is not in a position to influence the University with respect to the business of the enterprise in which the member holds an interest.

A member may not review, approve, or administratively control contracts or business relationships when the contract or business relationship is between the University and a business in which the member or a family member has any financial interest or when a member or a family member is an employee of the business and directly involved with activities pertaining to the University.

### *3. Gifts*

No gifts or accommodations of any nature, including unrestricted grants, may be accepted by the University or its members when to do so could possibly place them in a prejudicial or embarrassing position, interfere in any way with the impartial discharge of their duties to the University, or reflect adversely on their integrity or that of the University. Members may, however, accept modest gifts, meals, entertainment, and other normal social amenities no greater in value than \$300 per year from a single source, whether an individual or a business, provided that such amenities are not otherwise extravagant under the circumstances.

### *4. Use and Appropriation of University Assets*

The University possesses both tangible assets, such as its buildings, personnel, and equipment, and intangible assets, such as patents, copyrights, and work products and materials, as well as the University's reputation and prestige. As custodians of these assets, members owe a fiduciary duty to the University to act in accordance with applicable University procedures regarding the proper expenditure of the University's funds, as well as the use and control of University assets, including confidential and privileged information. This section is not intended to apply to standard publication activities.

Where specific procedures regarding the disposition and control of University assets do not exist, members are expected to protect the best interests of the University in its tangible and intangible assets. Conduct constituting the misappropriation of University assets, such as implying sponsorship or endorsement by the University, or otherwise trading on the reputation or goodwill of the University in connection with any external activity, is prohibited. Mere identification of the University as one's employer and of one's position at the University is permitted, provided that such identification is not used to imply University sponsorship or endorsement.

### *5. Research and Health Care Activities*

Conflicts of interest in sponsored research and the provision of patient care involve situations in which financial, professional, or other personal considerations may compromise, or have the appearance of compromising, an individual's



judgment in the provision of patient care or the conduct or reporting of sponsored research. The bias which may result from such conflicts may impact not only on the collection, analysis, and interpretation of data, but also on the hiring of staff, procurement of materials, clinical referrals, sharing of results, choice of protocol, use of statistical methods, and use of human participants, or otherwise influence the provision of patient care or the course of a sponsored research project. A member may not review, approve, or administratively control a contract, grant, clinical trial, or other business relationship when such contract, grant, clinical trial, or other business relationship pertains to sponsored research involving the University and a business in which the member or a family member has any financial interest or when the member or family member is an employee of the business and directly involved with activities pertaining to the sponsored research. Accordingly, each member participating or otherwise involved in patient care or any University research activities is responsible for learning and complying with the specific policies and procedures pertaining to their work or area of research, including the special policies and procedures for sponsored research in the Special Procedures section of this Policy on page 92.

#### *6. Activities Related to Students*

Members may not assign students, post-doctoral fellows, or other trainees to University projects sponsored by any business if the member or a family member has a significant financial interest in such business. Members also may not assign students or permit students to participate in any consulting relationship of the member which constitutes a significant financial interest for the member or a family member.

Deans and department chairs have the responsibility for protecting the interests of students, fellows, and trainees who may be directly or indirectly involved in a conflict situation based upon their institutional role and relationship with a faculty or staff member who has a financial interest in which the student is involved, in accordance with this Policy. Students and trainees should not be permitted to participate in research if the terms and conditions of participation would prevent the students from meeting applicable University degree requirements. Students, post-doctoral fellows, and trainees involved in any Category II or III activity should be informed that the Category II or III situation exists; and that their concern, if any, can be discussed with the appropriate administrator or, if applicable, the monitor or monitoring panel. Additionally, administrators must meet regularly (at least annually) with any students, post-doctoral fellows, or trainees involved in a Category II or III activity. Administrators may also consider assigning an observer to the research advisory committees/thesis or dissertation committee of any student involved in a Category II or III situation. (See Categories of Individual Conflicts of Interest, below.)

### *7. Activities Related to Members and Family Members*

A member may not participate in the hiring process or any employment-related decisions pertaining to a family member. Likewise, a member may not be in a position to supervise a family member as an employee of the University or otherwise review or participate in reviewing a family member's work as an employee of the University.

## **B. Categories of Individual Conflicts of Interest**

Activities that may involve conflicts fall into three general categories that differentiate relationships according to potential for adverse impact.

### *Category I: Activities that are routinely acceptable without disclosure.*

These activities are acceptable because they do not compromise, have the potential to compromise, or give the appearance of compromising the University's mission.

These activities are generally minimal in their personal financial impact and do not represent a potential source of unreasonable bias or inappropriate activity, or otherwise adversely impact the objectivity of research results, the safety and welfare of patients or human subjects involved in research, the integrity of faculty-student interactions, or other interests of the University, the sponsor, or the public.

### *Category II: Activities that may be acceptable with advance disclosure and review, and, where appropriate, the adoption of a plan for management of potential conflicts of interest.*

These activities are presumed to be acceptable following disclosure, review, and approval.

These activities are of concern because of possible bias or other adverse influences that may impact the objectivity of research results; the safety and welfare of patients or human research subjects; the integrity of faculty-student interactions; or other interests of the University, the sponsor, or the public. These activities, however, can be deemed acceptable with a management or monitoring plan that has been approved in advance by the appropriate University officials. All Category II conflicts related to sponsored research must be reviewed and approved in accordance with this Policy before research can be approved by the University's Institutional Review Board.

### *Category III: Activities that have a rebuttable presumption of being unacceptable.*

These activities are presumed to be unacceptable and inappropriate.

These situations are not generally permissible because they involve significant potential conflicts of interest or they present obvious opportunities or inducements to favor personal interests over University interests. Before proceeding

with such an endeavor, the member would have to sustain the burden of demonstrating to the appropriate University officials that his or her objectivity would not be affected; that the University's interests would not be damaged; and if appropriate, that human research subjects would be protected. University officials may approve such relationships or arrangements, with substantial management or monitoring plans, based upon a determination that the serious problems presented by the conflict cannot otherwise be avoided and that the University's mission will be advanced materially. All Category III conflicts related to sponsored research must be reviewed in accordance with this Policy before research can be approved by the University's Institutional Review Board.

### *Section D*

## INDIVIDUAL CONFLICTS OF COMMITMENT

### **A. General Guidelines**

Conflicts of commitment can arise from activities, either outside of the University or within the University, which are in addition to a member's primary University appointment. External activities, commitments, and interests may have adverse effects on the performance of University obligations. A conflict of commitment may lead to the failure of individuals to discharge fully the roles and duties expected of them. Members are expected to disclose any potential conflict of commitment situations in advance to the appropriate University officials as described in Disclosure Procedures (below) who shall be responsible for reviewing the disclosure in accordance with this Policy.

Members who hold part-time or partial-load appointments commonly will have major obligations and commitments, not only to the University, but also to one or more outside agencies. The potential for conflict may be significant. Accordingly, part-time employees are expected to exercise special care in disclosing and fulfilling their multiple obligations.

### **B. Guidelines for Faculty Members**

It is the policy of the University that all faculty members are expected to devote their primary professional loyalty, time, and energy to their teaching, research and other scholarly works, service on University committees, assistance for students, performance of necessary administrative duties, and, where applicable, patient care. Although a specific work week is not defined for faculty members, it is expected that such membership constitutes a full-time obligation and that, with the exceptions explicitly permitted by University policies on consulting and other related professional activities, they will not engage in other employment. Accordingly, outside activities must be arranged so as not to interfere with the primary commitments.

Any outside consulting engaged in by a faculty member should be of such nature as to improve effectiveness as a teacher or contribute to scholarly attainments, or should in some manner serve the interests of the University or of the community. Consulting must not distract significantly from primary responsibilities; it must not require such extensive absence as to cause the faculty member to neglect course obligations or to become unavailable to students and colleagues. It must be of such nature and conducted in such manner as will not bring discredit to the University. It must not compromise any intellectual property owned by the University.

Accordingly, the maximum expenditure of time spent on outside consulting by a full-time faculty member should not exceed forty days during the academic year, including holidays. For those full-time faculty members appointed on a twelve-month basis, time spent on outside consulting should not exceed fifty days per year, including holidays. It is expected that half-days will be accumulated into full days and that time spent traveling to and from consulting engagements and preparing for them also will be accumulated and counted in the total. Faculty members should periodically re-examine the nature and extent of their consulting and conscientiously avoid engaging in activities that constitute conflicts of interest or commitment. The Provost or Vice Chancellor for Health Affairs may grant exceptions in extraordinary cases upon recommendation of the appropriate Dean.

### **C. Examples of Conflict of Commitments**

In addition to the general guidelines discussed below, members are encouraged to review the examples of various conflict situations found in the section Conflict Review and Management on page 95.

#### *1. Absence*

Commitments that involve frequent or prolonged absence from the University on non-University business.

#### *2. Substantial Outside Commitments*

Commitments that engage a substantial portion of the time a member is expected to spend in University-related activities and which thereby dilute the amount or quality of participation in the instructional, scholarly, or administrative work of the University. Situations in which a member, while serving in a position at the University, makes a substantial contribution to the non-educational services offered by another entity.

#### *3. Multiple Teaching Appointments*

Situations in which a member, while serving in a position at the University, is concurrently engaged to teach a course or otherwise make a substantial contribution to the instruction or educational services offered by another entity.

Instructional activities performed in the course of normal faculty scholarly leave or for a subsidiary of the University, which are routinely subject to disclosure and approval processes, are not meant to be covered by this example.

#### *4. Limitations on Performance of Duties*

Situations in which a member, as part of an arrangement with an entity unaffiliated with the University, agrees to any limitations on his/her performance of teaching or other instructional duties, or non-teaching duties for the University (e.g., through agreements containing exclusive provider, non-competition, or right-of-first-refusal clauses).

#### *5. External Executive or Managerial Appointments*

Situations in which a member is asked to assume executive positions with outside organizations that might seriously divert the member's attention from University duties, or create other conflicts of loyalty.

### *Section E*

## **DISCLOSURE PROCEDURES**

### **A. Duty to Disclose**

In order to identify and review conflicts of interest and commitment and the appearance thereof, members must disclose in advance all outside activities and financial interests that might be or have the appearance of being conflicts of interest or commitment to the appropriate University officials designated below. Such disclosures shall be sufficiently detailed and timely as to allow accurate and objective evaluation prior to making commitments or initiating activities that represent potential conflict situations. The information must be accurate and not false, erroneous, misleading, or incomplete. Each member has an obligation to cooperate fully in the review of the pertinent facts and circumstances.

Certain University activities will involve more specific policies and procedures with respect to conflict situations because of either governmental requirements or corporate fiduciary duty. These specific policies and procedures can be found in the Special Procedures section on page 92. Trustees and general officers, as well as any member involved with sponsored research or the development and licensing of intellectual property under the auspices of the University, are responsible for understanding and adhering to these additional policies and procedures in the Special Procedures section.

Disclosure required by any governmental, accreditation, or other self-regulatory agency, such as the Public Health Service or the Joint Commission on Accreditation of Healthcare Organizations, should be made to the appropriate administrator or general officer, the Office of the General Counsel, the Division of Sponsored Research or the Office of Research, as the case may be, on the

required forms before grant application submission and review by the Institutional Review Board. Additionally, disclosure should be made to publications and journal editors when research manuscripts are submitted and to the audience during any oral presentation of research if the member has a conflict situation.

## **B. Annual Disclosure Process**

In addition to the duty of advance disclosure discussed above, all members are required to submit the Annual Evaluation Form upon initial employment and annually thereafter by August 1, as well as other relevant information, financial or otherwise, as follows:

1. Staff members submit their disclosure forms to their director or department head.
2. Faculty members and department chairs at University Central submit their disclosure forms to their Dean, and faculty members and department chairs at the Medical Center submit their disclosure forms to their department chair.
3. Disclosure forms pertaining to sponsored research at the Medical Center shall be submitted to the Office of Research, and disclosure forms pertaining to sponsored research at University Central shall be submitted to the Division of Sponsored Research.
4. Trustees, general officers, Deans of schools, and members of executive administration submit their disclosure forms to the Office of the General Counsel.
5. Disclosures pertaining to conflict situations involving the University as a party shall be submitted to the Office of the General Counsel.

Updated forms must also be submitted throughout the year if changes in circumstances arise that may either (a) give rise to a potential conflict of interest or commitment, or (b) change or eliminate a potential conflict previously disclosed. All disclosure forms and management plans are official records and will be maintained according to an appropriate retention schedule. The forms contain information that may have a direct bearing on an individual's employment. The forms will be considered confidential; however, the information may be released in accordance with and as required by federal, state, or local law or court order.

## **C. Official Review Process**

### *1. Staff Members*

#### a. Departmental Review

All disclosures, annual or otherwise, received by a director or department head or any other administrator from a staff member must be forwarded to the

general officer of such staff member's division for departmental review. This departmental review shall require the general officer to be responsible for the evaluation and classification or categorization of conflict situations disclosed by staff members within his or her area. With respect to Category II conflict situations, the general officer shall submit a report to the chair of the University Conflicts Committee (see University Conflicts Committee, below) describing the conflict situation, the general officer's decisions pertaining to the conflict situation, and the rationale for those decisions, within thirty days after reaching his or her final determination. A staff member may appeal an adverse decision by a general officer to the University Conflicts Committee within thirty days of any final determination. The general officer shall document in written detail all decisions and the rationale for those decisions. General officers may delegate their responsibilities under this section for departmental review to an administrator or a committee formed specifically for the purpose of reviewing conflict situations.

#### b. Institutional Review

With respect to Category III conflict situations, the general officer shall submit a recommendation to the chair of the University Conflicts Committee (see University Conflicts Committee, below) describing the conflict situation, the general officer's recommendations pertaining to the conflict situation, and the rationale for those recommendations. The chair of the University Conflicts Committee shall either (1) approve the general officer's recommendations for implementation or (2) convene the University Conflicts Committee for institutional review of the conflict situation and the general officer's recommendations.

## 2. *Faculty Members at University Central*

#### a. Departmental Review

University Central Deans are responsible for reviewing all disclosures, annual or otherwise, submitted by a faculty member for departmental review. This departmental review shall require the Deans to be responsible for the evaluation and classification or categorization of conflict situations disclosed by faculty members within their respective schools, as well as the design and implementation of any management or monitoring plans the Deans deem necessary. With respect to Category II conflict situations, the Dean shall submit a report to the Provost and the chair of the University Conflicts Committee (see University Conflicts Committee, below) describing the conflict situation, the Dean's decisions pertaining to the conflict situation, and the rationale for those decisions within thirty days after reaching his or her final determination. A faculty member may appeal an adverse decision by his or her Dean to the University Conflicts Committee within thirty days of any final determination. The Deans shall document in written detail all decisions and the rationale for those decisions.

#### b. Institutional Review

With respect to Category III conflict situations, the Dean shall submit a recommendation to the Provost and the chair of the University Conflicts Committee (see University Conflicts Committee, below) describing the conflict situation, the Dean's recommendations pertaining to the conflict situation, and the rationale for those recommendations. The chair of the University Conflicts Committee shall either (1) approve the Dean's recommendations for implementation or (2) convene the University Conflicts Committee for institutional review of the conflict situation.

### *3. Faculty Members at the School of Medicine*

#### a. Departmental Review

All disclosures, annual or otherwise, received by a department chair at the School of Medicine from a faculty member must be forwarded by the department chairs to the Medical Center Conflicts of Interest Committee for departmental review. This departmental review shall require the Medical Center Conflicts of Interest Committee to be responsible for the evaluation and classification or categorization of conflict situations disclosed by faculty members at the School of Medicine and for the design and implementation of any management or monitoring plans it deems necessary. With respect to Category II conflict situations, the Medical Center Conflict of Interests Committee shall submit a report to the Dean of the School of Medicine and the chair of the University Conflicts Committee (see University Conflicts Committee, below) describing the conflict situation, the Committee's decisions pertaining to the conflict situation, and the rationale for those decisions within thirty days after reaching its final determination. A faculty member may appeal an adverse decision by the Medical Center Conflicts of Interest Committee to the University Conflicts Committee within thirty days of any final determination.

#### b. Institutional Review

With respect to Category III conflict situations, the Medical Center Conflict of Interests Committee shall submit a recommendation to the Dean of the School of Medicine and the chair of the University Conflicts Committee (see University Conflicts Committee, below) describing the conflict situation, the Committee's recommendations pertaining to the conflict situation, and the rationale for those recommendations. The chair of the University Conflicts Committee shall either (1) approve the Medical Center Conflict of Interests Committee's recommendations for implementation or (2) convene the University Conflicts Committee for institutional review of the conflict situation.

### *4. Sponsored Research at University Central*

#### a. Departmental Review

All disclosures, annual or otherwise, received by the Division of Sponsored Research with respect to sponsored research at University Central must be



forwarded to the Associate Provost for Research for departmental review. This departmental review shall require the Associate Provost for Research to be responsible for the evaluation and classification or categorization of conflict situations disclosed with respect to sponsored research at University Central as well as the design and implementation of any management or monitoring plans he or she deems necessary. With respect to Category II conflict situations, the Associate Provost for Research shall submit a report to the Provost and the chair of the University Conflicts Committee (see University Conflicts Committee, below) describing the conflict situation, the decisions of the Associate Provost for Research pertaining to the conflict situation, and the rationale for those decisions, within thirty days after reaching his or her final determination. An adverse decision by the Associate Provost for Research may be appealed to the University Conflicts Committee within thirty days of any final determination. The Associate Provost for Research shall document in written detail all decisions and the rationale for those decisions. The Associate Provost for Research may delegate his or her responsibilities under this section for departmental review to an advisory committee appointed by the Provost and formed specifically for the purpose of reviewing conflict situations.

#### b. Institutional Review

With respect to Category III conflict situations, the Associate Provost for Research shall submit a recommendation to the Provost and the chair of the University Conflicts Committee (see University Conflicts Committee, below) describing the conflict situation, the recommendations of the Associate Provost for Research pertaining to the conflict situation, and the rationale for those recommendations. The chair of the University Conflicts Committee shall either (1) approve the recommendations of the Associate Provost for Research for implementation or (2) convene the University Conflicts Committee for institutional review of the conflict situation.

### 5. *Sponsored Research at the Medical Center*

#### a. Departmental Review

All disclosures, annual or otherwise, received by Office of Research with respect to sponsored research at the Medical Center must be forwarded to the Medical Center Conflicts of Interest Committee for departmental review. This departmental review shall require the Medical Center Conflicts of Interest Committee to be responsible for the evaluation and classification or categorization of conflict situations disclosed with respect to sponsored research at the Medical Center and for the design and implementation of any management or monitoring plans it deems necessary. With respect to Category II conflict situations, the Medical Center Conflict of Interests Committee shall submit a report to the Dean of the School of Medicine and the chair of the University Conflicts Committee (see University Conflicts Committee, below) describing the conflict situation, the Committee's decisions pertaining to the

conflict situation, and the rationale for those decisions, within thirty days after reaching its final determination. An adverse decision by the Medical Center Conflicts of Interest Committee may be appealed to the University Conflicts Committee within thirty days of any final determination.

**b. Institutional Review**

With respect to Category III conflict situations, the Medical Center Conflict of Interests Committee shall submit a recommendation to the Dean of the School of Medicine and the chair of the University Conflicts Committee (see University Conflicts Committee, below) describing the conflict situation, the Committee's recommendations pertaining to the conflict situation, and the rationale for those recommendations. The chair of the University Conflicts Committee shall either (1) approve the Medical Center Conflict of Interests Committee's recommendations for implementation or (2) convene the University Conflicts Committee for institutional review of the conflict situation.

*6. Executive Administration, General Officers, and the University*

**a. Departmental Review**

The Office of the General Counsel is responsible for reviewing all disclosures, annual or otherwise, submitted by any administrator or general officer (other than the Chancellor) or pertaining to the University itself for departmental review. This departmental review shall require the Office of the General Counsel to be responsible for the evaluation and classification or categorization of conflict situations disclosed as well as the design and implementation of any management or monitoring plans the Office of the General Counsel deems necessary. With respect to Category II conflict situations, the Office of the General Counsel shall submit a report to the chair of the University Conflicts Committee (see University Conflicts Committee, below) describing the conflict situation, the Office of the General Counsel's decisions pertaining to the conflict situation, and the rationale for those decisions, within thirty days after reaching its final determination. Any administrator or general officer may appeal an adverse decision by the Office of the General Counsel to the University Conflicts Committee within thirty days of any final determination. The Office of the General Counsel shall document in written detail all decisions and the rationale for those decisions.

**b. Institutional Review**

With respect to Category III conflict situations, the Office of the General Counsel shall submit a recommendation to the chair of the University Conflicts Committee (see University Conflicts Committee, below) describing the conflict situation, the Office of the General Counsel's recommendations pertaining to the conflict situation, and the rationale for those recommendations. The chair of the University Conflicts Committee shall either (1) approve the Office of General Counsel's recommendations for implementation or (2) convene the University Conflicts Committee for institutional review of the conflict situation.

## *7. Chancellor and Board of Trust*

### *a. Departmental Review*

The Office of the General Counsel is responsible for reviewing all disclosures, annual or otherwise, submitted by the Chancellor and all trustees (including members of the Board of Trust or any other governing board of the University as well as any committees or subcommittees thereof) for departmental review. This departmental review shall require the Office of the General Counsel to be responsible for the evaluation and classification or categorization of conflict situations disclosed as well as the design and implementation of any management or monitoring plans the Office of the General Counsel deems necessary. With respect to Category II conflict situations, the Office of the General Counsel shall submit a report to the chair of the Audit Committee of the Vanderbilt University Board of Trust describing the conflict situation, the Office of the General Counsel's decisions pertaining to the conflict situation, and the rationale for those decisions, within thirty days after reaching its final determination. The Chancellor and any trustee may appeal an adverse decision by the Office of the General Counsel to the Audit Committee within thirty days of any final determination. The Office of the General Counsel shall document in written detail all decisions and the rationale for those decisions.

### *b. Institutional Review*

With respect to Category III conflict situations, the Office of the General Counsel shall submit a recommendation to the chair of the Audit Committee of the Vanderbilt University Board of Trust describing the conflict situation, the Office of the General Counsel's recommendations pertaining to the conflict situation, and the rationale for those recommendations. The chair of the Audit Committee shall either (1) approve the Office of the General Counsel's recommendations for implementation or (2) convene the Audit Committee for institutional review of the conflict situation.

## *Section F*

## UNIVERSITY CONFLICTS COMMITTEE

### **A. Purpose**

There shall be established a University Conflicts Committee (UCC) which shall be a University resource on conflicts of interest and commitment.

### **B. Composition**

The UCC shall have representatives from relevant areas across the University, including audit, research, legal, administrative, and compliance. At least one representative on the UCC shall be a person from outside the University community. The University's General Counsel shall serve as the chair of the UCC and the representatives on the UCC shall serve for a renewable three-year term.

## **C. Duties**

1. The UCC's primary responsibility is to serve as a resource to the University on conflict matters in which the University's mission, philosophy, and overall purpose could be compromised by the University's relationships with its members.

2. The UCC is responsible for reviewing all cases involving Category III conflict situations involving faculty and staff members, administrators, general officers (other than the Chancellor), and the University itself; cases which may be properly appealed to it from adverse decisions; and cases which may be referred to it by the Office of the General Counsel. The UCC will conduct a thorough review of each case and will either approve or deny the proposed activity, management plan, and/or monitoring mechanism(s).

3. In the event of an appeal, the UCC shall be provided with a copy of any disclosure statement which reveals a real or apparent conflict of interest or commitment, together with a recommendation from the appropriate reviewing officials. The UCC must provide individuals the opportunity to appear before the UCC and/or submit written comments regarding the recommendation. The response of the individual will become an official part of the conflict review record.

4. The UCC shall maintain oversight of the annual and periodic disclosures from all members that address potential conflicts of interest and conflicts of commitment situations. The University officials charged with departmental review as described in Disclosure Procedures (above) shall provide the UCC with such summaries or reports or disclosure statements as it may require.

5. The UCC shall maintain an ongoing awareness of procedures, practices, and standards with regard to conflicts of interest and commitment with a view to assuring consistency with the terms of this Policy. It shall carry on whatever dialogue is necessary with college Deans and directors or administrative officers to ensure that its knowledge is sufficiently current and complete. It shall also ensure that a proper balance is maintained between confidentiality and its operations and standards.

6. The UCC shall maintain an awareness of externally imposed conflict of interest requirements.

7. The UCC shall regularly review this Policy annually and make any recommendations to the Office of General Counsel.

8. The UCC, at the request of the Office of the General Counsel, shall make recommendations to the Office of the General Counsel relating to the enforcement of the Policy and any disciplinary action related to a member.

9. The UCC shall perform such additional functions as may be assigned from time to time by the General Counsel.

10. The UCC will report semiannually to the Audit Committee of the Board of Trust and to the Chancellor on matters within its jurisdiction.

## **D. Procedures**

1. The UCC shall establish its own procedures, not inconsistent with this Policy, and may make use of subcommittees to carry out its various functions. The UCC shall maintain confidential minutes of its deliberations.

2. In the case of research or other activities subject to applicable governmental regulations on conflicts of interest, the requirements of such governmental regulations shall apply and supplement and/or, to the extent inconsistent herewith, supersede the provisions of this Policy. In that event, applicable reporting procedures and other substantive and procedural requirements will be followed.

## *Section G*

### **ENFORCEMENT AND PENALTIES**

The Office of the General Counsel is responsible for overseeing the implementation and enforcement of this Policy. The Office of the General Counsel will review all breaches of this Policy, including: (a) failure to comply with the process (by refusal to respond, by responding with incomplete or knowingly inaccurate or misleading information, or otherwise); (b) failure to remedy conflicts; and (c) failure to comply with a prescribed monitoring plan. Such cases may be forwarded to the UCC for review and recommendations to the Office of the General Counsel.

Penalties for deliberate breach of this Policy will be adjudicated in accordance with applicable disciplinary policies and procedures of the University in the *Faculty Manual* and the Human Resource Services *Staff Guidelines*. Possible penalties include reimbursement to the University for misused resources; formal admonition; inclusion in the faculty member's file of a letter from the Dean indicating that the individual's good standing as a member of the faculty has been called into question; ineligibility of the faculty member for grant applications, Institutional Review Board approval, or supervision of graduate students; non-renewal of appointment; and dismissal from employment consistent with the *Staff Guidelines* and *Faculty Manual*.

Any member or student may report a situation involving a conflict situation or a breach of this Policy to an administrator or general officer, the University Central Compliance anonymous hotline at 322-1033, the Medical Center Compliance anonymous hotline at 343-0135, or the Office of the General Counsel. The University will make every effort to protect anyone who reports a violation from reprisal.

## *Section H*

### SPECIAL PROCEDURES

#### **A. Special Procedures for General Officers and Trustees**

If a determination is made by the Office of the General Counsel that a conflict situation exists with respect to a general officer or a trustee, the following procedures shall be followed:

1. The interested individual shall not take any action on behalf of the University with respect to any transaction, arrangement, relationship, or other action involving the conflict situation. For trustees, the interested individual shall leave any meeting of the Vanderbilt University Board of Trust or other governing board of the University, including any committees or sub-committees of such board, or any other decision making body during any discussion, deliberation, or vote on any transaction, arrangement, relationship, or other action involving the conflict situation.
2. In reviewing any transaction, arrangement, relationship, or other action involving the conflict situation, the appropriate governing board or other decision making body or University official shall determine whether the terms or parameters of any such action are reasonable and the result of arms-length negotiations; whether such action conforms to the University's written policies and furthers its charitable purposes and is beneficial to, and in the best interests of, the University; and, after exercising due diligence, that the University cannot, with reasonable efforts under the circumstances, obtain a more advantageous transaction, arrangement, relationship, or other action otherwise.
3. The minutes of any meeting of the Vanderbilt University Board of Trust or other governing board of the University, including committees and sub-committees of such board, shall include the names of those present for discussion and voting on any transaction, arrangement, relationship, or other action involving the conflict situation, the content of the discussions, including any alternatives to such action, and a record of the vote, including the name of any individual who abstained due to the conflict situation.
4. Except as required by subparagraph (3) immediately above, disclosures by trustees and general officers shall be held in confidence unless the Chairman of the Vanderbilt University Board of Trust or the Chancellor determines that it will be in the best interests of the University to disclose the information.

5. When a conflict situation has been determined to exist by the Office of the General Counsel with respect to a general officer or trustee, periodic reviews shall be conducted by the Office of the General Counsel to ensure that any transaction, arrangement, relationship, or other action involving the conflict situation is beneficial to, and in the best interests of, the University; is fair and reasonable to the University; and is consistent with the University's charitable purpose and its status as an organization exempt from federal income tax. In conducting such periodic reviews, the Office of the General Counsel may, but is not required to, use outside advisors.

## *Section I*

### **POLICIES FOR RESEARCH**

#### **A. Sponsored Research**

The federal Public Health Service and the National Science Foundation require the University to assume responsibility for assuring that the financial interests of researchers do not compromise the objectivity of the design, conduct, or reporting of research funded by these agencies. Accordingly, the University requires that any individual (a "researcher"), including faculty and staff members as well as students, who participates in the design, conduct, or reporting of sponsored research must report in advance to the University the existence of any significant financial interest that would reasonably appear to be affected by that research activity and shall, prior to approval of a research proposal by the appropriate University officials, complete the appropriate disclosure forms required by this Policy, as well as any other certifications or disclosures required by a sponsor.

The University also requires that external consultants, subcontractors, subgrantees, or collaborators must certify in advance as to potential conflicts of interest. No additional disclosure shall be required of external individuals or entities who participate in the design, conduct, or reporting on a sponsored research project unless they are unable to certify the absence of a conflict of interest.

The final decision pursuant to this Policy with respect to any conflict situation involving sponsored research should be attached with the submission of any Institutional Review Board protocol, a grant application, or a license application. If a final decision has not been made at the time of submission, any research protocol, grant application, or license application cannot be approved pending review of any conflict situation in accordance with this Policy.

Additionally, each department or office involved in sponsored research at the University, including, but not limited to, the Office of Research, the Division of Sponsored Research, the Office of Technology Transfer, the Institutional Review Board, the Associate Provost for Research, and the Associate

Vice Chancellor for Research, shall implement policies and procedures, including regular audits, to ensure appropriate coordination and notification within each office of conflict of interest issues related to sponsored research on a timely and accurate basis. The Institutional Review Board shall be responsible for determining whether a conflict situation (and how it is being managed, if applicable) should be disclosed to human participants in research, and, if so, in what form and detail.

Participants in sponsored research projects who, for whatever reason, did not submit initial disclosure forms (e.g., they were not initially identified as participants, or subsequently have become participants in the design, conduct, or reporting of the project) shall submit a disclosure form within ten working days of being identified as participants by the principal investigator. Any researcher who participates in a sponsored research project who has initially declared or indicated the absence of a significant financial interest or other conflict situation and then subsequently determines that, through a change in circumstances or for any other reason, a significant financial interest or other conflict situation exists, shall submit a revised disclosure form as required by this Policy within ten working days of such determination.

The principal investigator and all other researchers on a proposed sponsored research project will certify on the sponsored research application that they have read and understand this Policy, that all required disclosures have been made to the appropriate personnel, and that they will comply with any conditions or restrictions imposed. Any researcher who fails to comply with this Policy or who disregards the actions taken to manage, reduce, or eliminate a conflict situation shall be subject to appropriate disciplinary action.

The Division of Sponsored Research or the Office of Research, as the case may be, will certify on any sponsored research application that the University has in place a policy to comply with any applicable federal regulations and that actual or potential conflicts of interest will be appropriately managed and reported to the sponsoring entity as required by applicable law.

When publishing or formally presenting results of sponsored research or providing expert commentary on sponsored research, researchers must simultaneously disclose any significant financial interest or other conflict situations involving the researchers and the sponsored research. All financial disclosures and records of actions taken by the University pursuant to this Policy will be maintained for at least three years from the date of submission of the final expenditures report.

## **B. Office of Technology Transfer**

The Office of Technology Transfer is responsible for administration of the University's Policy on Technology and Literary and Artistic Works, a complete copy of which is recited in this *Faculty Manual* and also can be found on the Vanderbilt University Web site at [www.vanderbilt.edu/technology\\_transfer/policy.htm](http://www.vanderbilt.edu/technology_transfer/policy.htm).



The University, through the Office of Technology Transfer, engages in common practices for licensing of inventions, technology, and tangible research properties owned by the University. The Office of Technology Transfer is very receptive to input of member inventors about which businesses to license. However, member inventors need to be aware that rights to future inventions, research, and technology are subject to separate agreements. Full disclosure by the members of their relationship with the potential licensee in accordance with this Policy is required. If commercially reasonable terms are not reached within a reasonable time frame, the Office of Technology Transfer may market the technology to other potential licensees.

In some cases, start-up companies may be formed by the inventing member and other interested parties for the purpose of commercializing University inventions. The Office of Technology Transfer may determine whether to take equity as a component of the license agreement in such circumstances. If the founding member inventors also negotiate a separate equity stake in the start-up company, their equity share must be disclosed in advance to the Office of Technology Transfer and in accordance with this Policy. In such cases, the equity could be viewed as constituting a significant financial interest and must be disclosed in advance by the members to the appropriate University official so that their relationship with the start-up company may be reviewed and approved in accordance with this Policy.

In the event the start-up company desires to fund further research in the inventor member's lab, the member must disclose his or her relationship with the start-up company to the appropriate University sponsored research official who is negotiating with the start-up company. At the request of the Office of Research or the Division of Sponsored Research, the Office of Technology Transfer shall advise in the drafting and negotiating of appropriate intellectual property provisions in such sponsored research agreements. In general, the Office of Research, the Division of Sponsored Research, and the Office of Technology Transfer will negotiate such matters with a representative of the start-up company who is not the member inventor.

## *Section J*

### CONFLICT REVIEW AND MANAGEMENT

#### **A. Conflict Examples**

It is difficult to specify precisely what constitutes an objectionable conflict in all situations. Illustrative examples are given to assist members in understanding where and how such conflicts may arise.

The following commentary and examples are intended to provide guidance in the identification of conflicts of interest or commitment. The list does not cover all possible situations which might involve an actual or apparent conflict of interest. It is intended to be illustrative only.

*1. Activities that are routinely acceptable without disclosure.*

a. Receiving royalties for published scholarly works and other materials or for inventions pursuant to the University patent and copyright policies.

b. Membership in and service to professional associations and learned societies; membership on professional review or advisory panels; presentation of lectures, papers, conferences, or exhibits; participation in seminars and conferences; reviewing or editing scholarly publications; and service to accreditation bodies as long as they do not conflict or interfere with the timely performance of primary University duties. These activities are permitted even if they are performed for honoraria or reimbursement of expenses, provided that the receipt of honoraria or reimbursement of expense is not a conflict with any other University, state, or federal law, policy, rule, or regulation or otherwise extravagant under the circumstances.

*2. Activities that may be acceptable with advance disclosure and review and, if necessary, development and implementation of a management or monitoring plan.*

a. Research Activities

(i) Participation in sponsored research on a technology developed by that member or family member or from which the member or a family member receives royalties.

(ii) Initiation or orientation of University research to serve the needs of a private firm or a public agency.

b. External Activities

(i) Serving on the board of directors or scientific advisory board of a business from which that member or a family member receives research support.

(ii) Member's or family member's assuming an executive position in a not-for-profit business engaged in commercial or research activities in an area related to the member's University responsibilities (e.g., a faculty member's or his or her family member's assuming an advisory role or directorship in a business engaged in research or patient care activities).

c. Ownership

(i) Possession by a member or family member of a significant financial interest in a business that competes with the services provided by the University as a part of its education, research, patient care, or public service mission or the acceptance by a member or a family member of any executive position with any such business.

(ii) Possession by a member or family member of a significant financial interest in a not-for-profit business engaged in commercial or research activities in an area related to the member's University responsibilities (e.g., a faculty member's or his or her family member's having direct ownership of equity in a business engaged in research or patient care activities).

- (iii) Possession by a member or family member of a significant financial interest in a business or serving in an executive position in a business that has or seeks to have a contractual relationship with the University.
- (iv) Possession by a member or family member of a significant financial interest in a start-up company that licenses the individual's technology, unless the relationship has been approved by appropriate University officials in accordance with this Policy and reviewed by the Office of Technology Transfer.

d. Other

- (I) Requiring or recommending one's own or one's family member's textbook or other teaching aids, materials, software, equipment, or the like to be used in connection with University instructional programs.
- (ii) Acceptance by a member or family member of other than nominal gratuities or special favors from one whom the individual knows is doing business with or proposing to do business with the University. Nominal may include, but is not limited to, meals or small gifts, not greater in value than \$300 per year from a single source, whether an individual or a business, provided that such gratuities or favors are not otherwise extravagant under the circumstances.
- (iii) The use of University resources, including facilities, personnel, equipment, or confidential, privileged, or other proprietary information, (e.g., studios, computer technology, research, technical or support staff) for non-University responsibilities or any purpose other than the performance of the individual's University employment.
- (iv) Employment of a staff member within the University in addition to his or her primary employment.
- (v) Employment of a full-time staff member outside of the University.

3. *Activities having a rebuttable presumption of being unacceptable.*

a. Research Activities

- (i) Participating in sponsored research involving a technology or product owned by or contractually obligated (by license, option, or otherwise) to a business in which the member or a family member holds a significant financial interest (including a consulting relationship) or serves in an executive position.
- (ii) Receiving through contract, grant, gift, or sponsored research, support under University auspices (whether in dollars or in kind) for research from a business in which the member or family member has a significant financial interest (including a consulting relationship) or serves in an executive position.
- (iii) Accepting support for University research under terms and conditions that results be held confidential, unpublished, or significantly delayed in publication, other than the delay permitted by University policy.

- (iv) Assigning students, post-doctoral fellows, or other trainees to University projects sponsored by a business in which the member or a family member has a significant financial interest.
  - (v) Proposals for external research support involving non-faculty employees and students if such employees or students are to receive royalties or hold equity under the circumstances described in items a. through d. above.
  - (vi) Use of University resources in consulting that is not *de minimis*.
  - (vii) Failure to inform the Office of Technology Transfer and the appropriate University officials in accordance with this Policy about inventions and research results in which the University might have ownership interests pursuant to the University's Policy on Technology and Literary and Artistic Works (see pages 103 to 109).
- b. External Activities
- (i) Assigning or allowing the participation of a student in any consulting relationship of the member that meets the definition of significant financial interest.
  - (ii) Member's or family member's assuming an executive position or having a significant financial interest in a for-profit business engaged in commercial or research activities in an area related to the member's University responsibilities (e.g., a faculty member or his or her family member with respect to biomedical or patient care activities).
  - (iii) Making referrals of University work to an external business (including a professional office) in which the member or a family member has a significant financial interest.
  - (iv) Associating one's name or one's work with an external activity in such a way as to profit monetarily by trading on the reputation or good will of or implying sponsorship or endorsement by the University. An example of a context in which this might occur is an external professional activity for pay or use of University letterhead for external activities.
- c. Public Disclosure
- (i) Publishing or formally presenting results of research under University auspices, or providing expert commentary on a subject, without simultaneously disclosing any significant financial interest in a business which owns or has a contractual relationship to the technology being reported or discussed or which sponsors the research being reported or discussed.
  - (ii) Unauthorized use of confidential or privileged information acquired in connection with one's University responsibilities.
  - (iii) Transmitting to outsiders or otherwise using for personal gain any products, property, work products, results, materials, records, or non-public information developed or acquired with University funding or through sponsored research.

#### d. Administrative Responsibilities

- (i) Taking administrative action in the course and scope of one's University responsibilities that is beneficial to a business in which the member or a family member has a significant financial interest.
- (ii) Influencing or participating in the negotiation of contracts or giving final approval to contracts between the University and an outside organization with which the member or a family member has a significant financial interest or with which the member or family member has an employment or consulting arrangement.
- (iii) Extending gratuities or special favors to employees of any sponsoring government, business, or other agency or entity.
- (iv) Acceptance of employment, an official relationship, or a consulting arrangement with another concern which has a business relationship with the University.
- (v) Hiring of a family member by a member for University employment or participation in sponsored research or being in a position to supervise a family member.

#### e. Committee Participation

Serving on a committee of a governmental agency or private entity and simultaneously participating in the consideration by such a committee of the regulation or application of a technology that is owned by or contractually obligated (by license or exercise of option to license) to a business in which that member or a family member has a significant financial interest or with respect to any grant or proposal submitted by a colleague at the University. (Members are advised to consult the federal Conflicts of Interest Statutes available at 18 U.S.C. 202-209.)

### *Section K*

## CONFLICT ANALYSIS

Any individual or committee charged with the responsibility for reviewing disclosures should conduct the following analysis:

1. What is the specific situation or transaction which could create an apparent, possible, or actual conflict of interest or conflict of commitment?
2. What category of conflict is involved?
3. If a Category II or III conflict is involved, can the conflict be managed?

In reviewing the activities of members to assess the risks presented by conflict situations, the following factors should be used to structure discussion and deliberation to determine the best interests of the University:

1. What are the ethical issues presented?
2. Could the conduct of research and publication be affected?
3. Is there potential for adverse effects on students, patients, or human research subjects?

4. Is the use of University resources involved?
5. Could a member's primary commitment to the University be affected?
6. What are the public relations and media issues that could arise?

The following are examples of specific questions that can assist in the analysis process:

### *1. Ethics*

- Is there a possibility that the research agenda might be subverted?
- Has there been full disclosure of a member's activities?
- Do the member's relevant financial interests exceed predetermined thresholds of acceptability, where specified?
- Is there any indication or perception that research results might not be faithfully and accurately reported?
- Is there any indication or perception that the member in his or her professional role might improperly favor any outside entity or appear to have incentive to do so?
- Could any student's education be put at risk, or could potential conflicts of interest or commitment be created for students?
- Has the member appropriately represented the University to outside entities?
- Does the member appear to be subject to incentives that might lead to inappropriate bias?
- Is there any indication that obligations to the University might not be met?
- Is the member involved in a situation that might raise questions of bias, self-dealing, inappropriate use of University assets, poor management, or impropriety?
- Could the member's circumstances represent any possible violation of federal, state, or local laws and requirements?
- Is the negotiation of relevant research affiliations or other contracts being handled by truly disinterested representatives of the University?
- Will the project be supervised by someone with authority and no conflicting interests?

### *2. Research and Publication*

- Will the research work plan receive independent peer review prior to its initiation?
- Is it possible that the educational programs of the University, particularly those involving graduate students, could be adversely affected?
- Can the free flow of scientific information be ensured?
- Is the proposed research appropriate for the University?
- Is the teaching and research environment open?
- Are there inappropriate restrictions on the freedom to publish and disseminate research results?
- Are licensing agreements necessary?
- Are the University's rights to research results appropriately protected?

- Are there means to verify research results, e.g., independent corroboration in another lab?
- Will data and materials be shared openly with independent researchers? If not, who determines accessibility to such resources?
- Will the product of the collaborative effort with an outside party be published in the peer-reviewed scientific literature?
- Will the sponsorship and relevant interests receive acknowledgment in public presentations of the research results?
- Could the safety or welfare of patients or human research subjects be compromised?

### *3. University Resources*

- Could University resources be used for private gain?
- Are University facilities and resources used appropriately?

### *4. Time Commitment*

- Do the member's external commitments exceed permissible levels?

### *5. Licensing Transactions*

- Are the sponsorship and license terms the result of arm's-length negotiations?
- Do grants of equity interests to a member provide proportionate compensation relative to the standard share of royalties a member might receive for technology licensed to an unrelated business or relative to the services provided?
- Can the licensing of inventions and/or research results covering basic research cause the licensee to compete with the University for grant funding?
- What is the present or near-term capacity to perform the essential functions outlined in the business's business plan?
- Do contracts back to the University of development work suggest that the technology was licensed to a business in an arm's-length transaction?
- Is the sponsor or licensee publicly or privately held, and does the financial interest involve fixed or variable rates of return or securities such as preferred stock, stock options, or convertible debt instruments?
- How large is the business, and what is the nature of the influence wielded by the member in the business?
- Is there a significant difference between the research emphasis of the sponsor or licensee and the member?

## *Section L*

### CONFLICT MANAGEMENT

Once a conflict situation has been identified, the individual or committee charged with responsibility for reviewing and deciding the conflict situation

should explore whether the conflict situation can be managed and monitored in such a way as to avoid negative consequences for the University while minimizing, reducing, or eliminating the potential for bias or unacceptable personal or financial benefit.

For example, in the performance of outside consulting activities, a member may be required to use University-owned property, facilities, or equipment. In an effort to mitigate against the unauthorized use of such items, administrators, in consultation with the Office of the General Counsel, should create appropriate documents to allow members the use of these items under agreed-upon terms and conditions. In cooperation with administrators, fee-for-service agreements could be developed to address such issues as: (1) full recovery, if possible, of both direct and indirect costs; (2) liability concerns; (3) ownership and utilization of generated data, materials, and software; (4) publication, copyright, and patent rights; (5) unrelated business income; and (6) methods of payment.

Other possible strategies include the following:

1. Increasing the segregation between decision making and the research or business transaction by assigning independent departmental personnel to monitor the individual's conflict activities and requiring that all correspondence, telephone inquiries, financial transactions, and coordination of research activities, such as the Institutional Review Board, are funneled directly through an independent party. In the research context, the principal investigators and the sponsor would never interact regarding institutional procedures or financial matters, with their discussions restricted primarily to the research protocol/project itself.

2. Requiring modification or reformulation of research plans or transferring portions of research to independent researchers, if necessary, to avoid actual conflicts.

3. Requiring divestiture of relevant significant financial interests or reducing and modifying the financial interest.

4. Termination or reduction of involvement in the relevant research project.

5. Termination of inappropriate student involvement in projects.

6. Severing outside relationships that create unacceptable conflicts.

7. Notifying patients, human subject participants and other potentially interested parties.

8. Establishing a monitoring process to scrutinize the research or business transaction.

9. Surrender of misappropriated University assets or resources, whether tangible or intangible.



## Chapter 4

# Policy on Technology and Literary and Artistic Works

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### Section A GENERAL

The policy governs the ownership, protection, and transfer of Technology (Inventions, Discoveries, and other Innovations) and Literary and Artistic Works created or authored by University faculty members, staff members, or students.

It is the purpose of this policy to encourage, support, and reward scientific research and scholarship, and to recognize the rights and interests of the creator, author, inventor, or innovator (“Inventor or Creator”); the public; the sponsor; and the University. The University’s commitment to teaching and research is primary, and this policy does not diminish the right and obligation of faculty members to disseminate research results for scholarly purposes, which is considered by the University to take precedence over the commercialization of Technology and Literary and Artistic Works. This policy is intended to be consistent with the University’s commitment to academic freedom, faculty involvement in policy development, and the Policy Guidelines for Sponsored Research as provided in the *Faculty Manual*. In addition, it is intended that application of this policy will take into consideration principles of open and full disclosure, overall equity, fairness to the Inventor or Creator and the University, the need for understanding and goodwill among the parties who have an interest in Technology or Literary and Artistic Works, and reasonableness in the negotiation of licensing agreements.

An In-Depth Review of the Vanderbilt University Patent Policy and Recommendations for Its Replacement by a Policy on Technology and Literary and Artistic Works, a report prepared by the Patent Review Committee, dated January 1993 (Second Revised Edition), contains the history of this policy and provides general principles and hypothetical examples. Issues not directly addressed in this policy, including disagreements concerning its application or interpretation, will be addressed and resolved consistent with these general principles and hypothetical examples.

## *Section B*

# RIGHTS IN TECHNOLOGY

### **Literary and Artistic Works**

All rights in scholarly books, articles and other publications, artistic, literary, film, tape, and musical works (“Literary and Artistic Works”) are granted to the faculty, staff, and students who are the authors. Literary and Artistic Works includes texts that have been stored on computer media, but excludes computer programs or computer software or databases that are neither accessory to nor an electronic expression of a scholarly text. All rights in non-scholarly Literary and Artistic Works created with the use of University funds or facilities, or that capitalize on an affiliation with the University, are granted to the University, and income distribution shall be handled in the same manner as technology. Commercial use of the University’s name and marks requires prior University approval.

### **Technology**

All rights in technology created by Vanderbilt faculty members, staff members, or students with the use of University facilities or funds administered by the University are granted to the University, with income to be distributed in accordance with this policy. The terms “Inventions, Discoveries, and Other Innovations” and “Technology” include tangible or intangible inventions, in the patent sense, whether or not reduced to practice, and tangible research results whether or not patentable or copyrightable. These research results include, for example, computer programs, integrated circuit designs, industrial designs, databases, technical drawings, biogenic materials, and other technical creations. Faculty members working with students on research projects must inform those students in advance of the terms of this policy and of any burdens of nondisclosure or confidentiality deemed necessary by the faculty member to protect resulting technology.

All rights in technology created by Vanderbilt faculty members, staff members, or students without the use of University facilities or funds administered by the University, but which fall within the Inventor’s or Creator’s scope of employment, are granted to the University, with income to be distributed in accordance with this policy, subject to the following two (2) exceptions in which the University generally will assert no ownership rights or interests:

1. Technology assigned to an outside entity by a faculty member under a consulting agreement that is consistent with University and school policies, including Conflicts of Interest policies, and that was disclosed in writing to the faculty member’s Dean and Chair in advance of execution of the agreement by the faculty member.

2. Technology created pursuant to independent research or other outside activity that is consistent with University and school policies, including Conflicts

of Interest policies, and that was disclosed in writing to the faculty member's Dean and Chair at the beginning phase of this research or activity. Acknowledgment in writing is to be obtained from the faculty member's Dean and Chair.

For purposes of this policy, factors considered in determining the scope of a faculty member's employment normally would include the relationship of the technology to that faculty member's recent teaching, research, and other University activities, as well as activities stipulated in any appointment contract. Disagreements concerning ownership and other matters regarding this policy can be appealed to the Technology Review Committee in accordance with this policy.

For exceptions (1) and (2) above (i.e., consulting and independent research), it is the responsibility of the faculty member to disclose and resolve in advance with the Dean and Chair any potential conflict of interest or overlap in claims of ownership of technology. If no potential conflict of interest or overlap in claims to technology is, or reasonably should be, apparent, the faculty member need only include in the disclosure the name of the company, if any, for whom the work is being done, the subject area of the work, the expected level of effort, and a statement that no potential conflict or overlap exists in claims of ownership of technology. In order to maintain a spirit of collegiality, Inventors or Creators have the responsibility for full and open disclosure to the Dean and Chair concerning all matters relating to the commercialization of technology in which the University has an interest. In the Medical Center, such disclosures must be copied to the appropriate officer in the Office of the Vice Chancellor for Health Affairs.

### **Works-for-Hire and Employee Inventions**

This policy does not apply to works-for-hire or employee inventions that are created as a specific requirement of University employment or as an assigned University duty. All rights in these works are owned by the University with no right or interest vesting in the Inventor or Creator.

## *Section C*

### **GOVERNANCE**

#### **Administration**

The Chancellor of the University is responsible for matters of policy relating to Technology Transfer and affecting the University's relations with Inventors or Creators, governments, private research sponsors, industry, and the public. The Office of Technology Transfer is responsible for administration of this policy, including the evaluation of patentability or other forms of protection, the filing of patents, licensing activities, and pursuit of infringement actions, consistent with the terms of this policy. These responsibilities

are carried out in coordination with the Provost, the Vice Chancellor for Health Affairs, and the Office of the General Counsel.

### **Technology Review Committee**

A Technology Review Committee is appointed by the Chancellor with nominations for faculty positions being made by the Consultative Committee of the Faculty Senate. The Technology Review Committee (“committee”) is chaired by a faculty member and the majority of members are faculty members without administrative appointments. The committee reviews and monitors the activities of the Office of Technology Transfer on matters relating to the administration of this policy. The committee must be consulted in advance concerning any material changes to the policy and participate fully in the future development of the policy. In addition, the committee approves recommended allocations between the Technology Promotion Fund and the Technology Research Fund.

The committee serves as an appellate body advisory to the Chancellor in the event a disagreement occurs among Inventors or Creators or between Inventors or Creators and the University concerning the interpretation or application of this policy. In cases in which the committee is unable to resolve the disagreement between the parties, the committee will forward its recommendation for a resolution to the Chancellor for final decision.

At the beginning of each academic year, the Office of Technology Transfer submits to the committee, the Provost, and the Vice Chancellor for Health Affairs an annual report of the patent and licensing activities of the preceding twelve (12) months, including an annual accounting statement of income and expenses from technology in which the University has an interest and an accounting of income and disbursements of the Technology Promotion Fund and Technology Research Fund. Status reports are provided at subsequent committee meetings upon request of the committee.

### **Disclosures**

Technology created by Vanderbilt faculty members, staff members, or students with the use of University facilities or funds administered by the University, or within the Inventor’s or Creator’s scope of employment, must be disclosed in writing to the Office of Technology Transfer and sent to the Provost or the Vice Chancellor for Health Affairs. These disclosures will be maintained in strict confidence.

### **Licensing**

The Inventor or Creator will cooperate with the Office of Technology Transfer in its protection of University interests in disclosed technology including executing appropriate assignments to perfect legal rights. It is anticipated that the Inventor or Creator will be an active participant in the licensing process and will be consulted prior to licensing decisions.

Inventors or Creators having an interest in a potential licensee may request that the potential licensee be given the right of first negotiation, consistent with University policy on conflicts of interest and any other applicable school or departmental policies. Normally such a request will be granted.

If the Office of Technology Transfer, in consultation with the Provost or the Vice Chancellor for Health Affairs, determines not to file for a patent or actively pursue the transfer of particular technology, the University will at the Inventor's or Creator's request assign ownership of the technology to the Inventor consistent with any existing governmental rights. These decisions normally will be made within one year of the date of disclosure.

## *Section D*

### INCOME

#### **General Principle**

This policy is intended to direct income from income-producing discoveries toward Inventors or Creators, assure the transfer and development of those discoveries for the public benefit, and provide for the funding of future research by faculty of Vanderbilt University.

#### **Definition of Terms**

For purposes of this policy, "income" is defined as royalties or return received from the transfer or licensing of technology. Net income is defined as the balance of income remaining after the recovery of (1) total University expenses directly related to generating and securing income from a specific technology, and (2) any advance payment for a special project by the school or other organizational unit of the University. These University expenses will consist of expenses such as legal fees; application, issuance, and maintenance fees for patents; legal fees and other direct expenses concerning licensing or transferring that technology; and direct marketing and patent promotion costs for that technology. Special project advances from the school or other organizational unit of the University will be designated in writing at the time the advance is made. Only net income will be allocated to the Inventors and schools. Upon request, the Office of Technology Transfer will provide an Inventor or Creator with a listing of expenses incurred to date on his or her technology.

#### **Technology Funds**

A percentage of the net income (see Schedule below) derived from the transfer, licensing, or commercial exploitation of technology will be placed in a Technology Promotion Fund to be used for promotion of specific technologies.

A percentage of the net income (see Schedule below) derived from the

transfer or licensing of technology that is sufficiently profitable will be placed in a Technology Research Fund with the Technology Review Committee responsible for proposing an equitable mechanism of peer review for disbursement of these funds.

### **Allocation of Income from Technology**

Net income from the transfer or licensing of technology will be allocated according to the percentages in the following schedule. The intent of this schedule is that small discoveries will primarily aid Inventors and Creators and their research efforts, while large inventions will aid the school proportionally more.

#### **SCHEDULE Net Income**

	<i>Inventor/ Creator</i>	<i>Inventor's Laboratory</i>	<i>Inventor's Department</i>	<i>Inventor's School</i>	<i>Technology Promotion</i>	<i>Technology Research Fund</i>
<i>Non-Medical</i>						
First \$100,000 per year	50%	*10%	0%	30%	10%	0%
Above \$100,000 per year	40%	*10%	10%	25%	5%	10%
<i>Medical Center</i>						
First \$100,000 per year	50%	0%	20%	20%	10%	0%
Above \$100,000 per year	40%	0%	25%	20%	5%	10%

\*For as long as the inventor remains at Vanderbilt. If the inventor leaves Vanderbilt, the inventor's school share is increased by 10%.

For multiple co-inventors/creators, the shares will be apportioned consistent with this schedule.

The Inventor's or Creator's share shall be paid directly to the Inventor. Funds designated for departments and schools are to be used primarily for funding research by the faculty.

In exceptional circumstances with the approval of the appropriate Dean, and the Provost or the Vice Chancellor for Health Affairs, the royalty split for technology may be adjusted subject to negotiations between the University and the Inventor and Creator.

### *Section E*

#### **THE VANDERBILT RESEARCH AND DEVELOPMENT CORPORATION**

The Vanderbilt Research and Development Corporation (VRDC), a not-for-profit corporation controlled by Vanderbilt University, was chartered in

December 1986 to facilitate patent management and transfer of technology arising from research conducted at Vanderbilt. Any income derived from VRDC investment will be distributed according to the provisions of the funding from the VRDC.

The VRDC serves as a vehicle to attract and solicit venture capital funds, which may be combined with Vanderbilt University funds and invested in selected projects with development potential. It is expected that these projects will be in an advanced phase of research. The VRDC does not replace any of the University's processes that play a role in the research or Technology Transfer process.

Projects involving technology that meet the above criteria should be submitted to VRDC, 102 Alumni Hall.

### *Section F*

#### **PATENT AND TRADEMARK DEPOSITORY LIBRARY**

Vanderbilt University is designated a Patent and Trademark Depository Library by the Patent and Trademark Office of the United States Department of Commerce. The patent collection is housed in the Sarah Shannon Stevenson Science and Engineering Library and is readily available for patent and trademark searches.

### *Section G*

#### **PERIODIC REVIEW**

At least every fourth year, the Technology Review Committee shall review the provisions of this policy and their efficacy in meeting the interests of members of the University community and the University.

## *Chapter 5*

# **Policy Guidelines for Sponsored Research**

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The following general principles govern University research sponsored in whole or in part by outside entities, including industry or government. University research is defined as any research activity using University facilities or with support from funds administered by the University. Excluded from the definition of University research is personal research not supported from external funds administered by the University and that does not require the use of University facilities or equipment to fulfill an external contractual or consulting obligation.

1. University research must be conducted only for purposes that are consistent with the University's principal missions of the preservation, pursuit, dissemination, and application of knowledge. In particular, classified research projects or projects that otherwise prohibit or limit publication of research results are inconsistent with University missions. Publication is considered to include, but is not limited to, journal publications, proceedings of meetings and conferences, student dissertations and theses, and book manuscripts.

2. Prompt publication of results is the normal and expected outcome of a research project. A delay not to exceed ninety (90) days in submission for publication may be requested by a sponsor who wishes to preview research results. In cases in which a sponsor has been afforded the right to prepare a patent application, or the University wishes to prepare a patent application, it may be agreed that submission for publication may be delayed for up to an additional six months. The research agreement governing any project should specify at the outset of the program whether the sponsor reserves the right to request a delay for either of these reasons.

3. In those research projects in which proprietary information is provided by the sponsor prior to or during the course of the project, any limitations on the disposition of that information must be described in writing prior to the time the information is made available and any requirements of confidentiality or other limitations must be documented, provided to, and approved by the Office of Biomedical Sciences for the Medical Center or the Division of Sponsored Research for the University, whichever is appropriate. Knowledge developed by Vanderbilt researchers on the basis of proprietary information is to be governed by these research guidelines unless otherwise governed by



terms of an authorized research agreement. Proprietary information may be kept confidential between the sponsor and University researchers. Any requirements of confidentiality should be limited, however, especially as they apply to graduate and professional students, when those provisions inhibit in any material way the free flow and exchange of ideas important to University missions. Any participation by graduate and professional students in research that limits or restricts communication must be approved in advance by the appropriate Dean.

4. Consistent with the provisions of the Policy on Technology and Literary and Artistic Works, the University retains ownership of patent rights and software copyrights issued on the basis of any University research. In exceptional circumstances, deviations from this policy may be approved by the Provost or the Vice Chancellor for Health Affairs, as appropriate, on terms that become provisions of the sponsored research agreement.

5. Researchers are obligated to inform their department chairs, Deans, and the appropriate Sponsored Research office in writing in advance of project sponsorship of any special relationship that they have or intend to have with a sponsor. This disclosure should detail fully the nature and purpose of the relationship but normally need not provide specific amounts of financial reimbursement figures except when necessary to determine the existence of conflicts of interest, allocation of effort, or other University interests defined by the Provost or the Vice Chancellor for Health Affairs, as appropriate. This provision applies to all participants in a project, including faculty members, research associates, members of the staff, and students. It is expected that sponsors may inquire whether a researcher is receiving support from a competitor and whether safeguards are in place to protect proprietary information from being misused. To avoid conflicts of interest, researchers should be especially cautious when accepting support from competitor sponsors who are providing proprietary information.

6. A faculty member who serves as principal investigator on a sponsored project is responsible for justifying the appropriateness of direct costs budgeted and charged on that project in accordance with overall government regulations, sponsoring agency guidelines, conditions made as a part of an individual award, and Vanderbilt policies and guidelines. Faculty members are also responsible and accountable to University officials for the proper conduct of the project or program, including, for example, compliance with policies and procedures concerning the use of human subjects or animals in research activities, and environmental safety.

## *Chapter 6*

# **Computer Privileges and Responsibilities**

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This policy applies to the use of all Vanderbilt University computing resources, including computer data networks and the resources they make available, as well as stand-alone computers that are owned and/or administered by Vanderbilt.

Computer privileges are granted with the understanding that Vanderbilt computing resources will be used for University purposes. Faculty members, staff members, and students may access and use these resources only for purposes related to their studies, their responsibilities for providing instruction, the discharge of their duties as employees, their official business within the University, and other University-sanctioned activities. Incidental personal use for noncommercial purposes may also be appropriate.

The use of Vanderbilt computing resources for commercial purposes is permitted only with the approval of appropriate University officials and when in accord with other Vanderbilt policies, including conflict of interest policies.

System administrators at Vanderbilt may publish more restrictive policies respecting use of particular computer systems. Users must also observe those policies where applicable.

### **Secure Use**

Users of Vanderbilt computer resources are responsible for the correct and sufficient use of the tools available for maintaining the security of information stored on each computer system. While ultimate responsibility for resolution of problems related to the invasion of the user's privacy or loss of data rests with the user, a reasonable effort will be made by Vanderbilt to lessen the impact of such loss or damage. Users are responsible for observing the following precautions:

- Computer accounts, passwords, and other types of authorization that are assigned to individual users should not be shared with others.
- The user should assign an obscure account password and change it frequently.
- The user should understand the level of protection each computer system automatically applies to files and supplement it, if necessary, for sensitive information.

- The user should be aware of computer viruses and other destructive programs and take steps to avoid being a victim or unwitting distributor of these processes.

- The user should be aware that Vanderbilt computing resources, including software such as electronic mail, are not necessarily secure or private.

### **Respectful Use**

Vanderbilt computing resources should be used in a manner that is protective of the use privileges and property rights of others. Users must therefore:

- Abide by all local, state, and federal laws, including copyright laws.
- Abide by all applicable software license agreements.
- Use only the accounts, access codes or network identification numbers assigned to them.
- Access only those files or data that they are authorized to use.
- Refrain from using computing resources in ways that unnecessarily impede the activities of others.
- Refrain from using computing resources in ways that are unlawfully harassing to others.

### **Cooperative Use**

Vanderbilt expects that computer users are willing to cooperate so that all users may make maximum use of facilities in a shared environment. Users are expected to:

- Regularly delete unneeded files from accounts on shared computing resources.
- Refrain from unneeded use of connect time, information storage space, printing facilities or processing capacity.
- Refrain from unneeded use of interactive network utilities.
- Refrain from using sounds or visuals that are disruptive to others.

### **Sanctions**

Violations of this policy may be grounds for discipline. Discipline may include loss of computing privileges or other sanctions as provided by disciplinary provisions applicable to students, faculty or staff.

In addition, Tennessee and federal law provide for civil and criminal penalties for violations of the law by means of computer use. Examples of unlawful actions include defamatory remarks, destruction of data or equipment belonging to the University or to others, unauthorized copying of copyrighted material, and the transportation of obscene materials across state lines.

## *Chapter 7*

# **Consensual Relationships**

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Vanderbilt University is committed to maintaining an academic environment in which members of the University community can freely work together, both in and out of the classroom, to further education and research. When members of the faculty and administrative staff are entrusted with advising and teaching students, evaluating students' papers and course work, and recommending students to other colleagues, they are in a delicate relationship of trust and power. This relationship must not be jeopardized by the appearance of either favoritism or unfairness in the exercise of professional judgment.

In their relationships with students, members of the faculty and administrative staff are expected to be aware of their professional responsibilities and to avoid apparent or actual conflict of interest, favoritism, or bias.

Consensual sexual relationships are prohibited between a student and any faculty member, teaching assistant, or administrative staff member who teaches, supervises, evaluates, or otherwise is in a position to exercise power or authority over that student. Efforts by members of the faculty, teaching assistants, or administrative staff members to initiate these relationships are also prohibited. If a prohibited relationship arises, effective steps must be taken to ensure unbiased evaluation or supervision of the student. Violation of this policy may be grounds for discipline as provided for in Part IV, Chapter 1.

Consensual sexual relationships between a student and any faculty member, teaching assistant, or administrative staff member who is not in a position to exercise direct power or authority over that student (e.g., when the student is in a different school or department) may also be inappropriate because of a perception of power or influence. Any faculty member, teaching assistant, or administrative staff member who engages in such a relationship must accept responsibility for assuring that it does not result in a conflict of interest or raise other issues of professional ethics. In cases of doubt, advice and counsel should be sought from the Dean, department chair, or administrative supervisor.

## Chapter 8

# Drug and Alcohol Policies

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In compliance with the Drug-Free Workplace Act and the Drug-Free Schools and Campuses Act, Vanderbilt University prohibits the unlawful possession, use, manufacture, or distribution of illicit drugs and alcohol by students, faculty members, and staff members on its property or as part of any University-sponsored activities. This prohibition extends to off-campus professional activities of Vanderbilt faculty and staff members, including attendance at professional conferences and participation in student programs abroad, when those activities are sponsored by the University. If a faculty member is convicted of any drug-related criminal violation on University premises or while conducting University business off the premises, that faculty member must notify his or her Dean no later than five days following the conviction.

Vanderbilt University will impose disciplinary sanctions on students, faculty members, and staff members, up to and including expulsion or termination of employment and referral for prosecution, for violation of this prohibition. A condition of continuance may include the completion of an appropriate rehabilitation program. These sanctions will be imposed consistent with disciplinary standards and procedures found in the *Faculty Manual*, the University and Medical Center Substance Abuse Policy (Policy #HR-035), the Vanderbilt University Medical Center Alcohol and Drug Use Policy (OP 30-08), and any applicable union contract.

Counseling and treatment for drug or alcohol abuse and addiction are available through on-campus programs. In addition, many local community organizations offer rehabilitation programs. Faculty and staff members should contact the Employee Assistance Program, 936-1327, for information about available services and referrals.

## Chapter 9

# Honor System

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The Vanderbilt Honor System was instituted in 1875 with the first final examination administered by the University. A student's personal integrity then, as now, was presumed to be sufficient assurance that in academic matters one did one's own work without unauthorized help from any other source. The Honor System presumes that all work submitted as part of academic requirements is the product of the student submitting it unless credit is given with proper footnoting and bibliographic technique or as prescribed by the course instructor. The Honor System is not a panacea for all acts of academic dishonesty, nor does it automatically ensure the honorable behavior of all students in academic matters. It is a spirit—an ideal—that permeates the entire educational process at Vanderbilt University. As Chancellor Emeritus Alexander Heard has noted, the Honor System represents the deliberate choice of the University to value Honor—integrity (honesty, accuracy, logic)—over learning, over skill, over understanding.

The Honor System is administered by the Honor Councils. The Undergraduate Honor Council has jurisdiction over all undergraduates, while the Graduate School and each of the professional schools have their own Honor Councils to administer the Honor System for their respective students.

Faculty members have an important role in the Honor System at Vanderbilt. Although the Honor Councils undertake each year to educate students in the meaning of the Honor System, it falls to the faculty to make the Honor System an integral part of the academic life of the University. Faculty members can accomplish this in four ways:

1. At the start of the semester's work in a course, a statement demonstrating the faculty member's support of the Honor System is most beneficial. In this statement, the faculty member should explain what constitutes a violation of the Honor Code in the course, including the limits on collaboration with other students and the use of outside sources. If such matters are stated explicitly, misunderstanding about assignments may be reduced.

2. The faculty member should remind students of the Honor System throughout the semester, especially before assignments and tests.

3. Although the primary responsibility for academic honesty is in the hands of each student, the faculty member is expected to make every effort to provide a classroom atmosphere that is conducive to effective operation of the Honor System. For example, during a test, it is quite in the spirit of the System to seat students in a manner that minimizes the possibility of a student's

accidentally seeing another's paper. Likewise, faculty members might avoid giving identical examinations to different sections of a course, thus decreasing the opportunities for passing information either intentionally or unintentionally.

4. Faculty members can help to keep the Honor System uppermost in their students' minds by requiring them to sign the Pledge on every assignment. The pledge states, "I pledge on my honor that I have neither given nor received unauthorized aid on this assignment."

In spite of these precautions, violations may occur. A faculty member should neither punish nor excuse Honor Code violations. If a faculty member has reason to believe that the Honor Code has been breached, he or she is obligated to take action in one of the following ways:

1. Issue a personal warning to the student(s) suspected of academic dishonesty that, unless the action which led to the suspicion ceases, the incident will be reported to the Honor Council,

OR

2. Report the incident to the appropriate Honor Council.

The flagrancy of the violation determines which course of action the faculty member is expected to follow. The option of warning the student personally is open to the faculty member only in the event of a minor suspicion or if evidence is not available. If suspicion is strong or if evidence is available, the faculty member is obligated to report the incident to the appropriate Honor Council. It should be understood, however, that the faculty member need not have evidence in hand before notifying the Council—just suspicion well founded. The Council will investigate all cases.

To report a violation in the schools with undergraduates, the faculty member should notify the president or the advisor of the Honor Council. To report a violation in the graduate and professional schools, the faculty member should notify the applicable Honor Council through its president, chair, or other appropriate person designated in the school. An investigating committee from the Council will then call on the faculty member, discuss the case, and receive whatever evidence is available. The investigators will then interview the accused and make arrangements for a hearing.

The faculty member need not consult or discuss the matter with the accused either before or after the Council has been notified. Vanderbilt students recognize the Honor Council as the judicial branch of the Honor System. It handles all matters pertaining to a case, including, if the instructor wishes, the notification of the accused student.

Additional information concerning procedures may be obtained from Honor Council members or from the advisor. Additional information is also provided by a booklet, *Role of the Faculty in the Honor System of Vanderbilt University*, on file with department chairs. Faculty members may wish to call students' attention to the chapter on the Honor System in the *Student Handbook, Policies and Procedures in Co-Curricular Matters*. The chapter includes a definition of and examples of plagiarism in the section titled, "The Honor Code Applied to Preparation of Papers."



## *Chapter 10*

# Privacy Rights of Students

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### **Student Records (Buckley Amendment)**

Faculty members must respect the privacy rights accorded students under the federal law known as the Family Educational Rights and Privacy Act (the Buckley Amendment). This law affords students rights of access to their education records and generally prohibits the University from releasing or disclosing those records to third parties.

Education records protected under the Act include any personally identifiable student information, such as grades, exam scores, or student ID numbers. In compliance with the Act, the University does not disclose any such information from the education records of a student without that student's written consent. One exception to the disclosure prohibition permits the University to make available "directory information" pertaining to students unless the students have previously requested the University not to make directory information available. Vanderbilt University has designated the following information as "directory information": the student's name, address, telephone number, e-mail address, date and place of birth, major field of study, school, classification, participation in officially recognized activities and sports, the weights and heights of members of athletic teams, dates of attendance, degrees and awards received, the most recent previous education institution attended by the student, and other similar information.

The administrative officials of Vanderbilt University who have access to the education records of students include the Chancellor and other general officers of the University, the Deans of each school and college, the University Registrar, the Director of Financial Aid, the Associate Provost for Academic Affairs, the Associate Vice Chancellor for Student Life, and the designees of each such official, for purposes reasonably believed to facilitate actions within such officers' areas of responsibility. Members of the faculty and any others who instruct students as well as those who advise students, either formally or informally, will have access to student education records for purposes of facilitating their evaluation of student performance and assisting them in the guidance of students in matters such as the choice of a major and other academic areas of concentration, the choice of courses, and career guidance. Members of the faculty and others who instruct students will also have access to education records for the purpose of providing recommendations for students. Committees, groups, boards, and organizations, such as the Honor Councils, which are officially recognized by the University, will have access to student records for the purpose of carrying out their assigned responsibilities.

## *Chapter 11*

# Political Activity and Lobbying

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### *Section A*

#### POLITICAL ACTIVITY

Vanderbilt is subject to restrictions concerning activities of a political nature. In particular, the Internal Revenue Code imposes on tax-exempt organizations such as Vanderbilt limitations relating to attempts to influence legislation and participation or intervention in political campaigns on behalf of candidates for public office.

The American Council on Education has taken the initiative in preparing a statement of guidelines for use by universities in their efforts to comply with the applicable provisions of the Internal Revenue Code. This statement has been reviewed by the Commissioner of Internal Revenue, who found the guidelines “fair and reasonable” from the standpoint of the Internal Revenue Service. Faculty are expected to abide by the following principles as stated in the guidelines:

Educational institutions traditionally have recognized and provided facilities on an impartial basis to various activities on the college campuses, even those activities that have a partisan political bent, such as, for example, Republican, Democratic, and other political clubs. This presents no problem. However, to the extent that such organizations extend their activities beyond the campus, and intervene or participate in campaigns on behalf of candidates for public office, or permit nonmembers of the University community to avail themselves of University facilities or services, an institution should in good faith make certain that proper and appropriate charges are made and collected for all facilities and services provided. Extraordinary or prolonged use of facilities, particularly by nonmembers of the University community, even with reimbursement, might raise questions. Such organizations should be prohibited from soliciting in the name of the University funds to be used in such off-campus intervention or participation.

Every member of the academic community has a right to participate or not, as he sees fit, in the election process. On the other hand, no member of that community should speak or act in the name of the institution in a political campaign.

In another paragraph, a statement is made concerning the reduction of the regular responsibilities of faculty and staff:

In that case, the question might be raised whether releasing faculty and staff members from normal duties, with pay, to participate in the (election) process represents an indirect participation by the institution itself in a political campaign on behalf of a candidate for public office.

All members of the Vanderbilt University community should observe these principles in planning and engaging in political activities that might either directly or indirectly involve the University. Questions concerning the application of these points should be addressed to the Office of the General Counsel.

### *Section B*

## LOBBYING REGULATIONS

The Byrd Amendment to the 1990 Department of Interior and Related Agencies Appropriations Act bars the use of appropriated federal funds to influence or attempt to influence the awarding of specific federal grants, contracts, and loans. Rules issued pursuant to the Byrd Amendment define “influencing or attempting to influence” as making, with the intent to influence, any communication to an officer or employee of any federal agency or Congress in connection with a specific federal contract or grant. The “use of appropriated federal funds” may include the payment of compensation to a University faculty member if that faculty member engages in the prohibited lobbying activities. Communications with agency representatives or members of Congress may be unallowable when they occur after formal solicitation and concern a specific grant or contract. Faculty members may obtain a copy of the regulations from the Office of Sponsored Research or the Office of the General Counsel.

## *Chapter 12*

# Fund Raising

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The Development Office is responsible for coordinating all fund raising in the private sector, with the exception of private contract grants. Support is sought from individuals, corporations, foundations, and other private sources. All efforts to seek philanthropic support from these sources must be approved by, and coordinated through, the Development Office.

Each of the University's schools, the Jean and Alexander Heard Library, and the Vanderbilt Institute for Public Policy Studies have a development officer to coordinate and direct the development program. These officers provide access to general services within the Development Office, including research, proposal writing, recording and acknowledging gifts, and assistance with corporate and foundation relations.

Faculty members who wish to seek non-contract funding from the private sector should do the following:

1. Prepare a brief written summary of the program or project for which funding is needed and include an estimate of budget or item costs.
2. Obtain approval of the project from the appropriate department chair.
3. Obtain approval from the appropriate Dean.
4. Seek approval of the budget from the Office of Sponsored Research.
5. Consult the development officer of the school for approval to approach the specific prospect or prospects, suggestions of appropriate prospects for the project, assistance in proposal writing, or other services that may be required.
6. Send copies of proposals, correspondence, and other relevant documents to the school development officer. The development officer will place these documents in permanent central files for future reference.

From time to time, faculty members receive checks that are gifts to University programs. Checks and relevant correspondence should be delivered promptly to the Gift Records Office, 301 University Plaza. This will ensure proper crediting of the monies on both the Gift and University accounting systems. It will also initiate acknowledgments by University officers as appropriate.

## *Chapter 13*

# **Community and Charitable Contributions**

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### *Section A*

#### **COMMUNITY CONTRIBUTIONS**

Vanderbilt University is dedicated to participating in the life of the community in meaningful ways. The University makes financial and in-kind contributions to valuable nonprofit programs that benefit the community, such as special programs and events, community and neighborhood projects, and charitable fund-raising dinners and luncheons. Funds used for these contributions come from Vanderbilt's commercial ventures. The actual dollar amount of the University's contributions in these cases is small, and the University seeks to use the limited funds available in its community contributions fund to the greatest possible benefit.

Contribution requests should be directed to the Office of Community, Neighborhood, and Government Relations, which oversees the contributions fund. Requests for contributions for health-related programs are referred to the Office of the Vice Chancellor for Health Affairs.

### *Section B*

#### **MEMORIAL DONATIONS**

At times, University offices will remember the life of a friend or supporter by making a charitable donation in lieu of sending flowers. These donations may not exceed fifty dollars (\$50.00).

## *Chapter 14*

# Commencement

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Commencement attendance by faculty members is governed by guidelines adopted by the Faculty Senate. The resolution of the Faculty Senate reads:

Be it resolved that the Faculty Senate endorses in principle the idea that a representative number of the faculty (about one-fourth), including representatives of all departments, attend Commencement exercises annually.

Recognizing that this endorsement of principle may be most conveniently and efficiently acted upon by the Deans and the chairs of academic departments, be it further resolved that the Faculty Senate convey their endorsement to such officers for proper implementation. Of primary importance is early invitation to faculty and readily available information concerning rental of caps and gowns.

Thus the individual faculty member should see his or her minimal responsibility for attending Commencement exercises as at least once every four years.

Deadlines for renting regalia are announced in the *Vanderbilt Register*.

# Part IV

## DISCIPLINARY ACTIONS AND GRIEVANCES

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## *Chapter 1*

# Disciplinary Actions

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### *Section A*

#### STANDARDS OF CONDUCT

The faculty of the University is a community characterized by personal interaction and mutual trust. Standards for faculty conduct are derived from tradition and evolve with contemporary practice. Accordingly, grounds for discipline for members of the faculty of a University are usually not made the subject of precise statement; when commonly held standards of conduct are broken, however, disciplinary action must be taken if the community is to be sustained.

At Vanderbilt, the Deans of the schools are responsible for assuring that the University's standards for faculty conduct are observed. Accordingly, Deans will, in cases in which there is a pattern of activity by a faculty member that appears questionable, advise the faculty member at the earliest reasonable date and counsel the faculty member concerning applicable standards of performance. In serious cases, a single instance of unacceptable activity by a faculty member may be serious enough to warrant discipline in addition to counseling. In other cases, the continued pursuit of a course of unacceptable activity after counseling by the Dean may warrant discipline.

Disciplinary actions against faculty members may include, but are not limited to, a reprimand, a probationary period with specified conditions, suspension (with or without pay), or dismissal for cause. The grounds for cause include: (a) professionally incompetent performance or neglect of duty; (b) gross personal misconduct rendering the person unfit for association with students or colleagues; (c) misconduct in research; and (d) conduct employing unlawful means to obstruct the orderly functioning of the University or to violate rights of other members of the University community. The severity of any discipline shall not exceed a level that is reasonably commensurate with the seriousness of the cause.

Misconduct in research is considered to be a special case of deviation from standards of conduct established by the University or other practices that seriously deviate from those that are commonly accepted within the scholarly community for proposing, conducting, or reporting research. Misconduct in the pursuit of truth is inimical to the goals of this community and represents a breach in the commonly held standards of conduct of the community. The University defines misconduct by individuals involved in research or research



training as: 1) falsification, fabrication, or theft of data or samples; 2) plagiarism; 3) unauthorized use of privileged information; 4) abuse of authorship; and 5) significant failure to comply with federal, state, or University rules governing research (or with appropriate professional or international rules when research is conducted outside the United States): examples include rules involving human subjects, animals, recombinant DNA, new drugs, new devices, radioactive materials, and preservation of antiquities and natural resources.

The intent of the University with respect to allegations of misconduct in research is to 1) recognize that honest error in judgment or interpretation of data does not constitute misconduct, 2) establish fair procedures for dealing with allegations of misconduct, 3) ensure that policies and procedures are made known to faculty and staff members, and 4) initiate confidential preliminary inquiries promptly after receiving an allegation of misconduct to determine whether a formal investigation is necessary.

A tenured faculty member may not be finally dismissed for cause prior to an opportunity for a hearing as provided in this section, below. In cases where in the judgment of the Dean, the Provost, the Vice Chancellor for Health Affairs, or the Chancellor, and after consultation with at least one other of these officers, immediate action against a member of the faculty is necessary to prevent harm to the faculty member or others, the faculty member may be suspended pending a hearing.

## *Section B* PROCEDURES\*

In reaching a decision to discipline a faculty member, the Dean shall afford that faculty member appropriate procedural protections to assure that the decision is fully informed and fair. To that end, the following general procedures shall apply in all cases of alleged faculty misconduct, or misconduct by a staff member participating in a research project.

1. Any allegation of misconduct should immediately be brought in written form to the attention of the Dean of the relevant school, who in turn will notify the Provost or the Vice Chancellor for Health Affairs of the existence of the allegations. Initial allegations of misconduct that are found to be false and maliciously motivated may themselves become the basis of a disciplinary action. But no allegations made in good faith, however incorrect, will be the basis for discipline against a complainant, and efforts will be made to assure that no retaliatory actions occur over the good faith reporting of alleged misconduct.

2. Upon receiving a report of misconduct, the Dean may conduct an initial inquiry to determine whether the allegations have merit and whether a formal investigation is warranted. Such an initial inquiry will be completed as expedi-

\*Effective as of December 1, 2003, in the case of allegations concerning misconduct in research sponsored by the U.S. Public Health Service, [these procedures](#) shall apply.

investigation is warranted. Such an initial inquiry will be completed as expeditiously as possible with a goal of completing it within sixty (60) days. The Dean, at his or her discretion, may appoint one or more persons, including an ad hoc committee, to conduct the initial inquiry and make a recommendation to the Dean. The initial inquiry is not a formal hearing, but a gathering and reviewing of facts to determine whether a full investigation is warranted or, alternatively, whether the facts do not sufficiently support the need for a full investigation.

The individual for whom disciplinary action is being considered will be given written notice of the allegations, including references to the time, place, others present, etc., when the alleged acts occurred. This notice must reasonably inform the individual of the specific activity that is the basis of the allegations. The accused individual will be afforded confidential treatment to the maximum extent possible. It is normally expected that persons having or reasonably believed to have direct knowledge or information about the activity that is the basis of the allegations will be consulted and that those consulted will maintain the confidence of the consultation. The person or persons bringing allegations of misconduct may request that their identity be withheld during this stage of the initial inquiry, but their identity must be disclosed to the accused should the process proceed to the stage of formal investigation. The Dean will notify the Provost or the Vice Chancellor for Health Affairs of the outcome of this initial inquiry. Where the initial inquiry involves allegations of misconduct in research, the records of the inquiry will be kept for at least three years and may be provided to authorized funding agency personnel.

3. Regardless of whether the Dean decides to conduct an initial inquiry, the accused faculty member will be invited to make a response in writing to the Dean regarding the allegations of misconduct. At his or her option, the accused faculty member may also respond in person.

4. Based on the allegations, the initial inquiry (if any), and the response of the accused, the Dean shall make a decision falling into one of two categories:

a. That insufficient grounds have been presented to warrant further pursuit of the allegation and, therefore, that the accused will be subject to no discipline or only minor discipline. The Dean will maintain sufficiently detailed documentation of inquiries to permit a later assessment, if necessary, of the reasons for determining that an investigation was not warranted.

b. That there is presumptive evidence for major discipline and that a formal investigation is warranted. If so, the Dean will notify the accused in writing summarizing the evidence received, relevant interviews, and the conclusions of the initial inquiry, if any.

5. If, in the previous step, the Dean determines that minor discipline is warranted, the final disciplinary action will be taken by the Dean at that point with

the matter being subject to appeal to the Faculty Senate Committee on Professional Ethics and Academic Freedom.

If, in the previous step, the Dean concludes that grounds for major discipline may exist, the Dean will so notify the faculty member and will refer the matter to a school committee within thirty days for investigation.

6. If federal regulations require, as in the case of alleged misconduct in research, the Dean will, on or before the date the investigation begins, notify the Office of Scientific Integrity (OSI), within the Department of Health and Human Services, or other appropriate agency, of the circumstances and of plans to conduct an investigation. Similarly, the Dean will notify the OSI or other appropriate agency during any stage of the inquiry, and may take appropriate interim measures, if it appears that any of the following conditions exist:

- a. there is an immediate health hazard involved;
- b. there is an immediate need to protect federal funds or equipment or there is a need to protect the funding agency's resources, reputation, or other interests;
- c. there is an immediate need to protect the interests of the person(s) making the allegations or of the individual(s) who is the subject of the allegations as well as his/her co-investigators and associates, if any;
- d. it is probable that the alleged incident is going to be reported publicly;
- e. the scientific community or the public should be informed;
- f. there is a reasonable indication of possible criminal violation. In that instance, the University will inform, if applicable, the OSI or other research oversight agency, as well as the appropriate law enforcement agency, within 24 hours of obtaining that information.

If thought necessary by the Dean, he or she may elect to suspend research in the relevant program(s) pending the outcome of the investigation.

7. The purpose of the formal committee investigation is to explore further the allegations in order to determine whether misconduct has actually occurred. In appointing the investigative committee, the Dean will include individuals with knowledge and background appropriate to carry out the investigation. The Dean will also take precautions against real or apparent conflicts of interest on the part of members of the investigative committee. Such conflicts of interest may include: administrative dependency, close personal relationships, collaborative relationships, financial interest, or scientific bias. The committee members will be expected to state in writing that they have no conflicts of interest.

This committee will be given the notice of the allegations as provided the accused, and will be charged to investigate the matter. In its investigation, the

committee will be expected to talk with witnesses and review documentary evidence, secure necessary and appropriate expertise to carry out a thorough and authoritative evaluation of the relevant evidence, advise the accused of the evidence against him or her, and offer the accused a reasonable opportunity to respond and present evidence. As in the initial inquiry stage, it is normally expected that persons having or reasonably believed to have direct knowledge or information about the activity that is the basis for the allegations will be consulted, and that those consulted will maintain the confidence of the consultations.

Complete summaries of committee interviews with witnesses shall be prepared, provided to the interviewed party for comment or revision, and included as a part of the investigatory file. Detailed minutes of the investigation will be kept.

Attorneys may not appear with or on behalf of the accused or any witness in proceedings before the committee. The accused and other witnesses may rely on their own legal counsel in the preparation of any documents or the collection of any evidence to be presented to the committee.

The committee will reach findings of fact in regard to the Dean's charge. If the committee finds facts that appear to constitute a breach of relevant University or scholarly standards of performance or conduct, the committee's report shall state the nature of the breach and assess the seriousness of the breach. A written report containing the methods of procedure, how and from whom the information was obtained, including the views of those found to have been engaged in misconduct, conclusions, and recommendations of the committee will be submitted to the Dean with a copy to the accused at the end of the investigation. All records of the investigation will be maintained under the control of the Dean.

During the formal proceedings before the committee, the accused shall have full access to all evidence that may form the basis of discipline within a reasonable time to respond to the evidence, including knowledge of the person or persons alleging misconduct. Only with such full access is the accused afforded an adequate opportunity to refute or explain the evidence. Thus, evidence normally must be acquired by the Dean or school committee for use in the formal investigation with no assurances of confidentiality of sources. If such an assurance of confidentiality must be given to facilitate investigation, the evidence obtained under that assurance may not be used as a basis of disciplinary action.

8. After receiving the report with findings of fact from the committee, the Dean will reach a decision and determine the disciplinary action and the appropriate sanctions to be taken against the accused. The severity of the discipline will not exceed a level that is reasonably commensurate with the seriousness of the cause. The disciplinary actions or sanctions may include, but are not limited to, any of the following: a) reprimand; b) a requirement to correct or

program for monitoring future research activities; d) removal from a project; e) probation; f) suspension; g) reduction in salary and/or rank; or h) termination of employment. The Dean will notify the Provost or the Vice Chancellor for Health Affairs and, if appropriate, will provide a full report to the OSI or other agency concerning the final outcome of the investigation.

9. The process of a formal misconduct investigation will be conducted as expeditiously as possible with a goal of being completed within 120 days. This period includes conducting the investigation, preparing the report of findings, making that report available for comment by the subjects of the investigation, and submitting the report to the Dean for decision and submission to the OSI or other appropriate agency.

All of the foregoing procedures should be carried out promptly and in confidence so that the risk to the reputation of the person under investigation is minimized. Diligent efforts will be made to restore reputations of persons alleged to have engaged in misconduct when allegations are found not to be supported.

10. A person who has been disciplined may file a grievance with the appropriate University committee within sixty (60) days after notification of the discipline. After a final decision is reached, the University may, in its discretion, provide notice of the outcome to those persons who were informed about the investigation, may have been affected by the misconduct, or otherwise have a professional need for such information. (See "Faculty Grievances," Part IV, Chapter 2).

## Chapter 2

# Faculty Grievances

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A faculty member who believes that the University, acting through any representative, has breached an obligation owed to that faculty member may file a grievance.

A grievance alleging that the University breached an obligation owed to the faculty member in regard to a decision on his or her reappointment, tenure, or promotion shall be filed using the process set forth in Section A, below.

A grievance alleging that the University breached an obligation owed to the faculty member, in situations other than those arising out of a decision on the faculty member's reappointment, tenure or promotion, shall be filed with the Senate Committee on Professional Ethics and Academic Freedom utilizing procedures set forth in Section B below. In the School of Medicine, in situations other than those arising out of a decision on the faculty member's reappointment, tenure or promotion, a faculty member may, as an alternative, file a grievance with the Faculty Advisory Council.

In addition to, and not exclusive of, the grievance procedures below, faculty members may direct complaints of unlawful discrimination to the Vanderbilt Opportunity Development Center. Use of the grievance procedures is not mutually exclusive with the filing of a civil action, although faculty members are encouraged to attempt to resolve grievances internally whenever possible.

### *Section A*

#### GRIEVANCES ARISING FROM REAPPOINTMENT, TENURE, AND PROMOTION DECISIONS

The Reappointment, Tenure, and Promotion Grievance Process is available to a faculty member who believes that a decision on his or her reappointment, tenure or promotion raises (a) issues of professional ethics and academic freedom; (b) allegations of a failure by the University or those acting for it to follow stated or reasonable procedures; (c) complaints of a civil rights nature, including those of race or sex discrimination; or (d) allegations of the University's failure to adhere to express or implied terms of the faculty member's contract, including relevant portions of the *Faculty Manual*.

The Reappointment, Tenure, and Promotion Grievance Process utilizes ad hoc committees appointed to handle individual grievances. The Tenure and Promotion Grievance Process is headed by a chair who serves a two-year term

and is appointed by the chair of the Faculty Senate in consultation with, and with the concurrence of, both the Provost and the Vice Chancellor for Health Affairs. The chair, who must be tenured and hold the rank of Professor, is the reference point for the filing of grievances and serves as a voting member of all faculty grievance committees. If the chair believes that a potential conflict of interest exists with respect to a particular grievance, a substitute chair will be appointed through the same process.

Prior to filing a grievance, a potential grievant may consult informally with the chair concerning the Reappointment, Tenure, and Promotion Grievance Process and possible alternative approaches to the resolution of the matter giving rise to the grievance. Some disputes may be resolved satisfactorily at this informal consultation stage. The informal consultation process, however, does not relieve a potential grievant from the time requirements set forth below for filing a grievance.

When a grievance is filed, the chair of the Faculty Senate in consultation with, and with the concurrence of, the Provost or the Vice Chancellor for Health Affairs, depending on the school of the grievant, will name four members of the faculty to serve along with the chair of the Reappointment, Tenure, and Promotion Grievance Process as a Grievance Committee for that grievance. One of the five members will be selected through the same process to serve as chair of the Grievance Committee. Faculty members appointed must be tenured and hold a higher rank than that of the grievant (or the same rank, if the grievant has the rank of Professor). Those who do not hold the rank of Professor must have been tenured faculty members at Vanderbilt for at least five years. Individuals who have had prior involvement in the case (for example, as a member of the candidate's department or as a member of a school promotion review committee) or who otherwise have a conflict of interest will not be appointed. Three of the five members, which may include the chair of the Reappointment, Tenure, and Promotion Grievance Process, will be drawn from a pool consisting of faculty members who have previously served on a Promotion and Tenure Review Committee. For a grievance against the Provost or the Vice Chancellor for Health Affairs, the Chancellor will designate an appropriate substitute to serve in this selection process.

A grievance arising from a decision on reappointment, tenure, or promotion cannot be considered unless a written notice of intention to file a grievance is submitted within thirty days after a faculty member is notified in writing of the completion of the full review process for reappointment, tenure or promotion. Such notices are filed with the chair of the Reappointment, Tenure, and Promotion Grievance Process, must identify the person or persons against whom the grievance will be directed, and must include a summary of the basis of the grievance. The complete grievance must be filed in writing with the chair within sixty days of the written notification of the faculty member that the full review process for appointment, tenure, or promotion has been completed. The chair will transmit copies of the notice and of the full grievance to the person or persons against whom the grievance is directed.

Upon receiving such a notice, the chair will inform the chair of the Faculty Senate who will initiate the process for forming a Grievance Committee appropriate to the grievance. Those selected should sign a statement indicating that they can serve impartially and are aware of no conflict of interest with respect to that grievance. After the committee has been selected, the chair of the Reappointment, Tenure, and Promotion Grievance Process will notify the grievant and those charged (the “parties”) of its membership. If any of the parties is concerned about the impartiality or conflict of interest of one or more members, this concern may be brought to the attention of the chair of the Faculty Senate in writing. The chair of the Faculty Senate in consultation with, and with the concurrence of, the Provost or the Vice Chancellor for Health Affairs will determine whether any member should be replaced.

The Grievance Committee will initially review a grievance to determine whether it was filed in a timely manner and whether it states one or more of the enumerated grounds that may be considered through the Reappointment, Tenure, and Promotion Grievance Process. A grievance failing to meet either of these tests will be dismissed. If the grievance is not dismissed, the committee will then determine whether the allegations, under the assumption that they are true, support a claim within one or more of the grounds that may be considered through the Reappointment, Tenure, and Promotion Grievance Process. If they do not, the grievance will be dismissed. Upon dismissing a grievance, the chair will inform the parties in writing of the grounds for dismissal.

If the grievance is accepted for consideration, the committee will inform the person or persons against whom the grievance is filed that a response is to be submitted to the chair. The response should be filed as soon as reasonably practical, but not later than sixty days after the response has been requested. The chair will provide a copy of the response(s) to the grievant. If a response includes confidential information, the committee will provide the grievant with a summary of that information.

The committee will invite the parties to meet separately with it for the purpose of clarifying or adding to the written statements or to respond to questions. Attorneys may not appear with or on behalf of the grievant, witnesses, or the University in proceedings before the committee. It is assumed that either party may rely on legal counsel in the preparation of any documents or the collection of any evidence to be presented to the committee.

The committee will have full access to the grievant's reappointment, tenure, or promotion file. It may, in confidence, seek information from other persons or request other documents. It will not routinely be provided with access to the personnel files of other faculty members. If the committee believes that access to such files would be likely to aid materially in the resolution of the grievance, it may request access to specific files from the Provost or the Vice Chancellor for Health Affairs. The designated files will be provided unless the Provost or the Vice Chancellor for Health Affairs determines that the information in the files is not relevant because it would not materially aid in the resolution of the



grievance. If the decision is made not to provide the requested files, the decision and the reasons for the decision will be communicated in writing to the chair. If the Provost or the Vice Chancellor for Health Affairs is charged in the grievance, the Chancellor will designate a substitute to make this determination.

The Grievance Committee will maintain a record of its proceedings, including written summaries of relevant information and testimony. Prior to writing its report, it will submit to the parties a list of all individuals who provided testimony or other information to the committee. These parties may submit written comments on this list within seven days. The committee will then write preliminary findings of fact and submit them to the parties, who will be given fourteen days in which to submit written responses. After considering the responses, the committee may continue its review or render a final report. The final report will include (1) a statement of the findings of fact, (2) conclusions as to how those findings of fact relate to one or more of the four grievance criteria, and (3) recommendations.

### *Section B*

## **GRIEVANCES OTHER THAN THOSE ARISING FROM REAPPOINTMENT, TENURE, AND PROMOTION DECISIONS**

The grievance process through the Senate Committee on Professional Ethics and Academic Freedom is available to a faculty member who believes that the University has breached an obligation owed to the faculty member, including but not limited to an obligation to adhere to: (a) express or implied terms of a faculty member's contract, including relevant portions of the *Faculty Manual*; (b) commonly accepted norms of professional responsibility and academic freedom; (c) stated or commonly understood standards of fair and reasonable procedures; and (d) legal obligations with respect to nondiscriminatory treatment on the basis of race, sex, or other prohibited factors.

A faculty member may not be finally dismissed for cause prior to the disposition of any grievance arising from the dismissal. Potential grievants are encouraged to consult informally with the Chair of the Senate Committee on Professional Ethics and Academic Freedom concerning common understandings about the University's obligations, standards of review applied by the Committee in prior grievance cases, and possible alternative approaches to the resolution of the dispute. Some disputes may be resolved satisfactorily at this stage by informal mediation. If a faculty member chooses to file a formal grievance, the grievance must be transmitted in writing to the Chair of the Senate Committee on Professional Ethics and Academic Freedom within sixty days after the grievant becomes aware of the action forming the basis of the grievance. At the time a grievance is filed, the grievant must transmit a copy of the grievance and all supporting documents to the University representative

whose actions form the basis of the complaint. Copies of any supplemental statements later filed by the grievant to further explain the complaint also must be transmitted by the grievant, at the time of filing, to the University representative whose actions form the basis of the complaint. On receipt of a grievance, the Senate Committee on Professional Ethics and Academic Freedom will convene to determine whether the grievance presents a good faith, nonspurious claim of breach of obligation by the University. In reaching its determination, the Committee may rely on the written request of the faculty member and the supporting documents, or may decide to hold a preliminary hearing to explore the matter further. The Committee, at this stage, will consider the statements or allegations of the faculty member in their most favorable light in order to determine whether the statements or allegations, if proven in a hearing, would establish a breach by the University of an obligation owed to the grievant.

The Committee has announced that it will apply the following standard in making an initial determination about whether the grievant has presented a good faith, nonspurious claim: "Under the procedures adopted by the Committee on Professional Ethics and Academic Freedom, in implementation of its duties under the *Faculty Manual*, the Committee must determine at the threshold, first, whether allegations in the grievance taken in their most favorable light, if proven, would constitute a breach of an obligation owed to a faculty member as described at page 113 of the *Faculty Manual*. If the answer to that question is yes, then the Committee must next determine, from the evidence presented, whether the grievant has a reasonable prospect of being able to prove the allegations made in the grievance. If the answer to both questions is yes, the Committee will establish a process for a further investigation of the grievance."

The faculty member presenting a grievance shall have a written reply by the Committee within a reasonably prompt time, in which the plan of action of the Committee shall be outlined.

The Committee shall review the case to assure that the University's actions were procedurally and substantively sound. The University representative whose actions form the basis of the complaint will be asked to respond to the grievance in writing, briefly explaining his or her position on each major element of the complaint. In addition, the University representative will be asked to supply in a timely manner any supporting documents not previously filed by the grievant. Each party to the grievance will be asked to indicate whether he or she wishes to appear before the Committee to add to or explain the written record in the case. If such an appearance is requested, it will be scheduled at an appropriate point in the Committee's inquiry. In addition, the Committee may on its own initiative request that either party appear to answer questions and may request the presence of witnesses.

Attorneys may not appear with or on behalf of the grievant, witnesses, or the University in proceedings before the Senate Committee on Professional Ethics and Academic Freedom. It is assumed that either party may rely on

legal counsel in the preparation of any documents or the collection of any evidence to be presented to the Committee.

If a grievant feels that any member of the Committee on Professional Ethics and Academic Freedom will not view the grievance with sufficient impartiality, the grievant may file with the Committee a written request that said member recuse himself or herself from the hearing and disposition of that grievance. In the event that a member of the Committee feels that his or her objectivity and impartiality with respect to a particular grievance is subject to question, that member shall recuse himself or herself from the hearing and disposition of that grievance. If two or more members of the Committee recuse themselves with respect to a particular grievance, the Chair of the Faculty Senate shall appoint ad hoc members in their places with respect to that grievance.

### *Section C*

#### FINAL REPORTS

A grievance committee, whether the Senate Committee on Professional Ethics and Academic Freedom or one appointed through the Reappointment, Tenure, and Promotion Grievance Process, shall submit the final report of its decision to the Chancellor. The report will be in writing, and shall include findings of fact, conclusions, and recommendations. A copy of this report shall be made available to the grievant and to the University representative(s) whose actions formed the basis of the complaint. If the Chancellor elects not to concur in the report, the Chancellor and the grievance committee shall meet in an effort to reach agreement.

In any case concerning the dismissal of a faculty member for cause or raising significant issues of conscience or academic freedom in which the Chancellor does not concur with the decision or the recommendation of the grievance committee, the Chancellor shall submit a full written report to the next meeting of the Executive Committee of the Board of Trust specifying the reasons for the action. In any other case in which the Chancellor does not concur with the recommendation of the grievance committee, the Chancellor will ask the General Counsel to review the file and submit a written report to the next meeting of the Executive Committee of the Board of Trust stating the fact of that disagreement and the issue, or issues, on which the Chancellor disagreed. Copies of the Chancellor's report (or the General Counsel's report) shall also be transmitted to the Chair of the Faculty Senate, to the chair of the grievance committee, and to the grievant.

## *Section D*

### CONFIDENTIALITY AND OTHER MATTERS

Except as disclosures are reasonably necessary in the investigation, hearing, and final disposition of a grievance, the grievant, members of hearing bodies, and others having knowledge of a grievance are expected to preserve the confidentiality of the grievance, provided that any individuals accused in a grievance of misconduct shall be informed of the grievance and given the opportunity to respond to the charges.

The fact that a grievance is pending may not be used as grounds for delaying consideration of promotion or tenure beyond the time that such consideration is required by University rules.

A grievance may be withdrawn by the faculty member at any time prior to a decision of a grievance committee. The withdrawal of a grievance shall not preclude the Dean or the Chancellor from investigating the charges contained in the grievance or related matters.

It is understood that there are legal requirements relating to the time limitations when one may file a charge of discrimination with federal or state human rights agencies. Should this deadline arrive prior to the completion of the grievance process, and should the grievant elect to file a charge with a governmental agency, this will not prejudice the grievance process.

# **Policy for Responding to Allegations of Scientific Misconduct in Research Sponsored by the U.S. Public Health Service**

## **I. Scope**

This policy applies to all individuals at Vanderbilt engaged in research that is supported by or for which support is requested from PHS. The PHS regulation at 42 C.F.R. Part 50, Subpart A applies to any research, research-training or research-related grant or cooperative agreement with PHS. This policy applies to any person paid by, under the control of, or affiliated with Vanderbilt, such as scientists, trainees, technicians and other staff members, students, fellows, guest researchers, or collaborators.

## **II. Definitions**

**A. *Allegation*** means any written or oral statement or other indication of possible scientific misconduct made to an institutional official.

**B. *Complainant*** means a person who makes an allegation of scientific misconduct.

**C. *Conflict of interest*** means the real or apparent interference of one person's interests with the interests of another person, where potential bias may occur due to prior or existing personal or professional relationships.

**D. *Dean*** means the dean of the college or school in which Respondent has his or her primary appointment. The Dean makes final determinations on allegations of scientific misconduct and any responsive institutional actions. The Dean also submits written reports to ORI as provided in this Policy.

**E. *Good faith allegation*** means an allegation made with the honest belief that scientific misconduct may have occurred. An allegation is not in good faith if it is made with reckless disregard for or willful ignorance of facts that would disprove the allegation.

**F. *Inquiry*** means gathering information and initial fact-finding to determine whether an allegation or apparent instance of scientific misconduct warrants an investigation.

**G. *Investigation*** means the formal examination and evaluation of all relevant facts to determine if misconduct has occurred, and, if so, to determine the responsible person and the seriousness of the misconduct.

**H. *ORI*** means the Office of Research Integrity, the office within the U.S. Department of Health and Human Services (DHHS) that is responsible for the scientific misconduct and research integrity activities of the U.S. Public Health Service.

**I. *PHS*** means the U.S. Public Health Service, an operating component of the DHHS.

**J. *PHS regulation*** means the Public Health Service regulation establishing standards for institutional inquiries and investigations into allegations of scientific misconduct, which is set forth at 42 C.F.R. Part 50, Subpart A, entitled "Responsibility of PHS Awardee and Applicant Institutions for Dealing With and Reporting Possible Misconduct in Science."

**K. *PHS support*** means PHS grants, contracts, or cooperative agreements or applications therefor.

**L. *Research record*** means any data, document, computer file, computer diskette, or any other written or non-written account or object that reasonably may be expected to provide evidence or information regarding the proposed, conducted, or reported research that constitutes the subject of an allegation of scientific misconduct. A research record includes, but is not limited to, grant or contract applications, whether funded or unfunded; grant or contract progress and other reports; laboratory notebooks; notes; correspondence; videos; photographs; X-ray film; slides; biological materials; computer files and printouts; manuscripts and publications; equipment use logs; laboratory procurement records; animal facility records; human and animal subject protocols; consent forms; medical charts; and patient research files.

**M. *Respondent*** means the person against whom an allegation of scientific misconduct is directed or the person whose actions are the subject of the inquiry or investigation. There can be more than one respondent in any inquiry or investigation.

**N. *Retaliation*** means any action that adversely affects the employment or other institutional status of an individual that is taken by an institution or an employee because the individual has in good faith, made an allegation of scientific misconduct or of inadequate institutional response thereto or has cooperated in good faith with an investigation of such allegation.

**O. *Scientific misconduct* or *misconduct in science*** means fabrication, falsification, plagiarism, or other practices that seriously deviate from those that are commonly accepted within the scientific community for proposing, conducting, or reporting research. It does not include honest error or honest differences in interpretations or judgments of data.

### III. Rights and Responsibilities

#### **A. Chair of Inquiry Committee/Chair of Investigation Committee**

Those chairing inquiry or investigation committees will be appointed by the Dean and will have responsibility for implementation of the procedures set forth in this document. The chairs will be Vanderbilt researchers or faculty members who are qualified to handle the procedural requirements involved and who are sensitive to the varied demands made on those who conduct research, those who are accused of misconduct, and those who report apparent misconduct in good faith.

The chairs will lead the inquiry and investigation committees and ensure that necessary and appropriate expertise is secured to carry out a thorough and authoritative evaluation of the relevant evidence in an inquiry or investigation. The chairs will attempt to ensure that confidentiality is maintained.

The chairs will assist inquiry and investigation committees and all institutional personnel in complying with these procedures and with applicable standards imposed by government or external funding sources. The chairs are also responsible for maintaining files of all documents and evidence and for the confidentiality and the security of the files.

#### **B. Complainant**

The Complainant will have an opportunity to testify before the inquiry and investigation committees, to review portions of the inquiry and investigation reports pertinent to his/her allegations or testimony, to be informed of the results of the inquiry and investigation, and to be protected from retaliation. Also, if the chairs of the inquiry or investigation committees have determined that the Complainant may be able to provide pertinent information on any portions of the draft report, these portions will be given to the Complainant for comment.

The Complainant is responsible for making allegations in good faith, maintaining confidentiality, and cooperating with an inquiry or investigation.

#### **C. Respondent**

The Respondent will be informed of the allegations when an inquiry is opened and notified in writing of the final determinations and resulting

actions. The Respondent will also have the opportunity to be interviewed by and present evidence to the inquiry and investigation committees, to review the draft inquiry and investigation reports, and to have the advice of counsel.

The Respondent is responsible for maintaining confidentiality and cooperating with the conduct of an inquiry or investigation. If the Respondent is not found guilty of scientific misconduct, he or she has the right to receive institutional assistance in restoring his or her reputation.

#### **D. Dean**

The Dean will receive the inquiry and/or investigation report and any written comments made by the respondent or the complainant on the draft report. The Dean will consult with other persons as appropriate and will determine whether to conduct an investigation, whether misconduct occurred, whether to impose sanctions, or whether to take other appropriate administrative actions.

The Dean will report to ORI as required by regulation and keep ORI apprised of any developments during the course of the inquiry or investigation that may affect current or potential DHHS funding for the individual(s) under investigation or that PHS needs to know to ensure appropriate use of Federal funds and otherwise protect the public interest. Included in the Dean's responsibilities is submission of the final written Investigation Report to ORI.

### **IV. General Policies and Principles**

#### **A. Responsibility to Report Misconduct**

All employees or individuals associated with Vanderbilt should report observed, suspected, or apparent misconduct in science to the applicable Dean. If an individual is unsure whether a suspected incident falls within the definition of scientific misconduct, he or she may discuss the suspected misconduct informally with the Dean. If the circumstances described by the individual do not meet the definition of scientific misconduct, the Dean may refer the individual or allegation to other University offices or personnel who may help to resolve the problem.

At any time, an employee may have confidential discussions and consultations about concerns of possible misconduct with the applicable Dean and will be counseled about appropriate procedures for reporting allegations.

#### **B. Protecting the Complainant**

The Dean will monitor the treatment of individuals who bring allegations of misconduct or of inadequate institutional response thereto, and those who cooperate in inquiries or investigations. The Dean will take steps to ensure that these persons will not be retaliated against in the terms and conditions of their employment or other status at the institution and will review instances of alleged retaliation for appropriate action.



Employees should immediately report any alleged or apparent retaliation to the applicable Dean.

Vanderbilt will protect the privacy of those who report misconduct in good faith to the maximum extent possible. For example, if the Complainant requests anonymity, the institution will make an effort to honor the request during the allegation assessment or inquiry within applicable policies and regulations and state and local laws, if any. The Complainant will be advised that if the matter is referred to an investigation committee and the complainant's testimony is required, anonymity may no longer be guaranteed. Vanderbilt will undertake efforts to protect the positions and reputations of those persons who, in good faith, make allegations.

### **C. Protecting the Respondent**

Inquiries and investigations will be conducted in a manner that will ensure fair treatment to the Respondent(s) in the inquiry or investigation and confidentiality to the extent possible without compromising public health and safety or thoroughly carrying out the inquiry or investigation.

### **D. Legal Counsel**

Respondent and other witnesses may consult with legal counsel at any time, at their own expense, and may rely on legal counsel in the preparation of any documents or the collection of evidence to be presented to the committees. Attorneys may not appear with or on behalf of the Respondent or other witnesses before any committee.

### **E. Cooperation with Inquiries and Investigations**

Vanderbilt employees will cooperate with the Dean and the committee chairs and other institutional officials in the review of allegations and the conduct of inquiries and investigations. Employees have an obligation to provide relevant evidence to the Dean and committee chairs or other institutional officials on misconduct allegations.

### **F. Preliminary Assessment of Allegations**

Upon receiving an allegation of scientific misconduct, the Dean will assess the allegation to determine whether there is sufficient evidence to warrant an inquiry, whether PHS support or PHS applications for funding are involved, and whether the allegation falls under the PHS definition of scientific misconduct.

## V. Conducting the Inquiry

### A. Initiation and Purpose of the Inquiry

Following the preliminary assessment, if the Dean determines that the allegation provides sufficient information to allow specific follow-up, involves PHS support, and falls under the PHS definition of scientific misconduct, he or she will immediately initiate the inquiry process and appoint an inquiry committee and chair. In initiating the inquiry, the Dean should identify clearly the original allegation and any related issues that should be evaluated. The purpose of the inquiry is to make a preliminary evaluation of the available evidence and testimony of the Respondent, Complainant, and key witnesses to determine whether there is sufficient evidence of possible scientific misconduct to warrant an investigation. The purpose of the inquiry is not to reach a final conclusion about whether misconduct definitely occurred or who was responsible. The findings of the inquiry must be set forth in an inquiry report.

### B. Sequestration of the Research Records

After determining that an allegation falls within the definition of misconduct in science and involves PHS funding, the Inquiry committee chair must ensure that all original research records and materials relevant to the allegation are immediately secured.

### C. Appointment of the Inquiry Committee

The Dean will appoint an inquiry committee and committee chair within 10 days of the initiation of the inquiry. The inquiry committee should consist of individuals who do not have real or apparent conflicts of interest in the case, are unbiased, and have the necessary expertise to evaluate the evidence and issues related to the allegation, interview the principals and key witnesses, and conduct the inquiry. These individuals may be scientists, subject matter experts, administrators, lawyers, or other qualified persons.

The Dean will notify the Respondent of the proposed committee membership within 10 days. If the Respondent submits a written objection to any appointed member of the inquiry committee or expert based on bias or conflict of interest within 5 days, the Dean will determine whether to replace the challenged member or expert with a qualified substitute.

### D. Charge to the Committee and the First Meeting

The Dean will prepare a charge for the inquiry committee that describes the allegations and any related issues identified during the allegation assessment and states that the purpose of the inquiry is to make a preliminary evaluation of the evidence and testimony of the Respondent,

Complainant, and key witnesses to determine whether there is sufficient evidence of possible scientific misconduct to warrant an investigation as required by the PHS regulation. The purpose is not to determine whether scientific misconduct definitely occurred or who was responsible.

At the committee's first meeting, the inquiry committee chair will review the charge with the committee, discuss the allegations, any related issues, and the appropriate procedures for conducting the inquiry, assist the committee with organizing plans for the inquiry, and answer any questions raised by the committee.

## **E. Inquiry Process**

The inquiry committee will normally interview the Complainant, the Respondent, and key witnesses as well as examining relevant research records and materials. Then the inquiry committee will evaluate the evidence and testimony obtained during the inquiry. The committee will decide whether there is sufficient evidence of possible scientific misconduct to recommend further investigation. The scope of the inquiry does not include deciding whether misconduct occurred or conducting exhaustive interviews and analyses.

# **VI. The Inquiry Report**

## **A. Elements of the Inquiry Report**

A written inquiry report must be prepared that states the name and title of the committee members and experts, if any; the allegations; the PHS support; a summary of the inquiry process used; a list of the research records reviewed; summaries of any interviews; a description of the evidence in sufficient detail to demonstrate whether and investigation is warranted or not; and the committee's determination as to whether an investigation is recommended and whether any other actions are recommended if an investigation is not recommended.

## **B. Comments on the Draft Report by the Respondent and the Complainant**

The Dean will provide the respondent with a copy of the draft inquiry report for comment and rebuttal and will provide the complainant, if he or she is identifiable, with at least those portions of the draft inquiry report that address the complainant's role and opinions in the investigation.

### *1. Confidentiality*

The inquiry committee chair may establish reasonable conditions for review to protect the confidentiality of the draft report.

## *2. Receipt of Comments*

Within 7 calendar days of their receipt of the draft report, the Complainant and Respondent will provide their comments, if any, to the inquiry committee. Any comments that the Complainant or Respondent submits on the draft report will become part of the final inquiry report and record. Based on the comments, the inquiry committee may revise the report as appropriate.

## **C. Inquiry Decision and Notification**

### *1. Decision by Dean*

The Inquiry Committee Chair will transmit the final report and any comments to the Dean, who will make the determination of whether findings from the inquiry provide sufficient evidence of possible scientific misconduct to justify conducting an investigation. The inquiry is completed when the Dean makes this determination, which should be made within 60 days of the first meeting of the inquiry committee. Any extension of this period should be based on good cause and recorded in the inquiry file.

### *2. Notification*

The Dean will notify both the Respondent and the Complainant in writing of his or her decision of whether to proceed to an investigation and will remind them of their obligation to cooperate in the event an investigation is opened. The Dean will also notify all appropriate institutional officials of his or her decision.

## **D. Time Limit for Completing the Inquiry Report**

The inquiry committee will normally complete the inquiry and submit its report in writing to the Dean no more than 60 calendar days following its first meeting, unless the Dean approves an extension for good cause. If the Dean approves an extension, the reason for the extension will be entered into the records of the case and the report. The Respondent also will be notified of the extension.

## **VII. Conducting the Investigation**

### **A. Purpose of the Investigation**

The purpose of the investigation is to explore in detail the allegations, to examine the evidence in depth, and to determine specifically whether misconduct has been committed, by whom, and to what extent. The investigation will also determine whether there are additional instances of possible misconduct that would justify broadening the scope beyond the initial allegations. This is particularly important where the alleged misconduct involves

clinical trials or potential harm to human subjects or the general public or if it affects research that forms the basis for public policy, clinical practice, or public health practice. The findings of the investigation will be set forth in an investigation report.

## **B. Sequestration of the Research Records**

The Dean will immediately sequester any additional pertinent research records that were not previously sequestered during the inquiry. This sequestration should occur before or at the time the respondent is notified that an investigation has begun. The need for additional sequestration of records may occur for any number of reasons, including the institution's decision to investigate additional allegations not considered during the inquiry stage or the identification of records during the inquiry process that had not been previously secured. The procedures to be followed for sequestration during the investigation are the same procedures that apply during the inquiry.

## **C. Appointment of the Investigation Committee**

The Dean, in consultation with other institutional officials as appropriate, will appoint an investigation committee and the committee chair within 10 days of the notification to the respondent that an investigation is planned or as soon thereafter as practicable. The investigation committee should consist of at least three individuals who do not have real or apparent conflicts of interest in the case, are unbiased, and have the necessary expertise to evaluate the evidence and issues related to the allegations, interview the principals and key witnesses, and conduct the investigation. These individuals may be scientists, administrators, subject matter experts, lawyers, or other qualified persons. Individuals appointed to the investigation committee may also have served on the inquiry committee.

The Dean will notify the respondent of the proposed committee membership within 5 days. If the respondent submits a written objection to any appointed member of the investigation committee or expert, the Dean will determine whether to replace the challenged member or expert with a qualified substitute.

## **D. Charge to the Committee and the First Meeting**

### *1. Charge to the Committee*

The Dean will define the subject matter of the investigation in a written charge to the committee that describes the allegations and related issues identified during the inquiry, defines scientific misconduct, and identifies the name of the respondent. The charge will state that the committee is to evaluate the evidence and testimony of the respondent, complainant, and key wit-

nesses to determine whether, based on a preponderance of the evidence, scientific misconduct occurred and, if so, to what extent, who was responsible, and its seriousness.

During the investigation, if additional information becomes available that substantially changes the subject matter of the investigation or would suggest additional respondents, the committee will notify the Dean, who will determine whether it is necessary to notify the respondent of the new subject matter or to provide notice to additional respondents.

## *2. The First Meeting*

The Dean, with the assistance of institutional counsel, will convene the first meeting of the investigation committee to review the charge, the inquiry report, and the prescribed procedures and standards for the conduct of the investigation, including the necessity for confidentiality and for developing a specific investigation plan. The investigation committee will be provided with a copy of these instructions and the PHS regulation.

## **E. Investigation Process**

The investigation committee will be appointed and the process initiated within 30 days of the completion of the inquiry, if findings from that inquiry provide a sufficient basis for conducting an investigation.

The investigation will normally involve examination of all documentation including, but not necessarily limited to, relevant research records, computer files, proposals, manuscripts, publications, correspondence, memoranda, and notes of telephone calls. Whenever possible, the committee should interview the complainant(s), the respondents(s), and other individuals who might have information regarding aspects of the allegations. Interviews should be recorded or transcribed. Summaries or transcripts of the interviews should be prepared, provided to the interviewed party for comment or revision, and included as part of the investigatory file.

## **VIII. The Investigation Report**

### **A. Elements of the Investigation Report**

The final report submitted to ORI must describe the policies and procedures under which the investigation was conducted, describe how and from whom information relevant to the investigation was obtained, state the findings, and explain the basis for the findings. The report will include the actual text or an accurate summary of the views of any individual(s) found to have engaged in misconduct as well as a description of any sanctions imposed and administrative actions taken by the institution.

## **B. Comments on the Draft Report**

### *1. Respondent*

The Investigation Committee Chair will provide the respondent with a copy of the draft investigation report for comment and rebuttal. The respondent will be allowed 7 days to review and comment on the draft report. The respondent's comments will be attached to the final report. The findings of the final report should take into account the respondent's comments in addition to all the other evidence.

### *2. Complainant*

The Investigation Committee Chair will provide the complainant, if he or she is identifiable, with those portions of the draft investigation report that address the complainant's role and opinions in the investigation. The report should be modified, as appropriate, based on the complainant's comments.

### *3. Confidentiality*

In distributing the draft report, or portions thereof, to the respondent and complainant, the Investigation Committee Chair will inform the recipient of the confidentiality under which the draft report is made available and may establish reasonable conditions to ensure such confidentiality.

## **C. Institutional Review and Decision**

Based on a preponderance of the evidence, the Dean will make the final determination whether to accept the investigation report, its findings, and the recommended institutional actions. If this determination varies from that of the investigation committee, the Dean will explain the basis for rendering a decision different from that of the investigation committee in the institution's letter transmitting the report to ORI. The Dean's explanation should be consistent with the PHS definition of scientific misconduct and the evidence reviewed and analyzed by the investigation committee. The Dean may also return the report to the investigation committee with a request for further fact-finding or analysis. The Dean's determination, together with the investigation committee's report, constitutes the final investigation report for purposes of ORI review.

When a final decision on the case has been reached, the Dean will notify both the respondent and the complainant in writing. In addition, the Dean, in consultation with appropriate University officials, will determine whether law enforcement agencies, professional societies, professional licensing boards, editors of journals in which falsified reports may have been published, collaborators of the respondent in the work, or other relevant parties should be notified of the outcome of the case. The Dean is responsible for ensuring compliance with all notification requirements of funding or sponsoring agencies.

## **D. Transmittal of the Final Investigation Report to ORI**

After comments have been received and the necessary changes have been made to the draft report, the investigation committee should transmit the final report with attachments, including the respondent's and complainant's comments, to the Dean, through the investigation committee chair.

## **E. Time Limit for Completing the Investigation Report**

An investigation should ordinarily be completed within 120 days of its initiation, with the initiation being defined as the first meeting of the investigation committee. This includes conducting the investigation, preparing the report of findings, making the draft report available to the subject of the investigation for comment, submitting the report to the Dean for approval, and submitting the report to the ORI.

## **IX. Requirements for Reporting to ORI**

**A.** A dean's decision to initiate an investigation will be reported in writing to the Director, ORI, on or before the date the investigation begins. At a minimum, the notification will include the name of the person(s) against whom the allegations have been made, the general nature of the allegation as it relates to the PHS definition of scientific misconduct, and the PHS applications or grant number(s) involved. ORI will also be notified of the final outcome of the investigation and will be provided with a copy of the investigation report.

**B.** If Vanderbilt terminates an inquiry or investigation for any reason without completing all relevant requirements of the PHS regulation, the Dean will submit a report of the planned termination to ORI, including a description of the reasons for the proposed termination.

**C.** If Vanderbilt determines that it will not be able to complete the investigation in 120 days, the Dean will submit to ORI a written request for an extension that explains the delay, reports on the progress to date, estimates the date of completion of the report, and describes other necessary steps to be taken. If the request is granted, the Dean will file periodic progress reports as requested by the ORI.

**D.** When PHS funding or applications for funding are involved and an admission of scientific misconduct is made, the Dean will contact ORI for consultation and advice. Normally, the individual making the admission will



be asked to sign a statement attesting to the occurrence and extent of misconduct. When the case involves PHS funds, the institution cannot accept an admission of scientific misconduct as a basis for closing a case or not undertaking an investigation without prior approval from ORI.

**E.** The Dean will notify ORI at any stage of the inquiry or investigation if:

1. there is an immediate health hazard involved;
2. there is an immediate need to protect Federal funds or equipment;
3. there is an immediate need to protect the interests of the person(s) making the allegations or of the individual(s) who is the subject of the allegations as well as his/her co-investigators and associates, if any;
4. it is probable that the alleged incident is going to be reported publicly; or
5. the allegation involves a public health sensitive issue, e.g., a clinical trial; or
6. there is a reasonable indication of possible criminal violation. In this instance, the institution must inform ORI within 24 hours of obtaining that information.

## **X. Institutional Administrative Actions**

Vanderbilt will take appropriate administrative actions against individuals when an allegation of misconduct has been substantiated.

If the Dean determines that the alleged misconduct is substantiated by the findings, he or she will decide on the appropriate actions to be taken, after consultation with the investigation committee chair or others as appropriate. The actions may include but are not limited to:

- withdrawal or correction of all pending or published abstracts and papers emanating from the research where scientific misconduct was found.
- removal of the responsible person from the particular project, letter of reprimand, special monitoring of future work, probation, suspension, salary reduction, or initiation of steps leading to possible rank reduction or termination of employment.

## **XI. Other Considerations**

### **A. Termination of Institutional Employment or Resignation Prior to Completing Inquiry or Investigation**

The termination of the respondent's institutional employment, by resignation or otherwise, before or after an allegation of possible scientific

misconduct has been reported, will not preclude or terminate the misconduct procedures.

If the respondent, without admitting to the misconduct, elects to resign his or her position prior to the initiation of an inquiry, but after an allegation has been reported, or during an inquiry or investigation, the inquiry or investigation will proceed. If the respondent refuses to participate in the process after resignation, the committee will use its best efforts to reach a conclusion concerning the allegations, noting in its report the respondent's failure to cooperate and its effect on the committee's review of all the evidence.

## **B. Restoration of the Respondent's Reputation**

If the Dean finds no misconduct, after consulting with the respondent, the Dean will undertake reasonable efforts to restore the respondent's reputation. Depending on the particular circumstances, the Dean may notify those individuals aware of or involved in the investigation of the final outcome, publicize the final outcome in forums in which the allegation of scientific misconduct was previously publicized, or expunge all reference to the scientific misconduct allegation from the respondent's personnel file. Any institutional actions to restore the respondent's reputation must first be approved by the Dean.

## **C. Protection of the Complainant and Others**

Regardless of whether the Dean determines that scientific misconduct occurred, he or she will undertake reasonable efforts to protect complainants who made allegations of scientific misconduct in good faith and others who cooperate in good faith with inquiries and investigations of such allegations. Upon completion of an investigation, the Dean will determine, after consulting with the complainant, what steps, if any, are needed to restore the position or reputation of the complainant. The Dean will also take appropriate steps during the inquiry and investigation to prevent any retaliation against the complainant.

## **D. Allegations Not Made in Good Faith**

If relevant, the Dean will determine whether the complainant's allegations of scientific misconduct were made in good faith. If an allegation was not made in good faith, the Dean will determine whether any administrative action should be taken against the complainant.

## **E. Interim Administrative Actions**

Institutional officials will take interim administrative actions, as appropriate, to protect Federal funds and ensure that the purposes of the Federal financial assistance are carried out.

## **F. Right to File Grievance**

Any faculty member who has been disciplined may file a grievance within sixty (60) days after notification of the discipline pursuant to Part IV, Chapter 2, "Faculty Grievances."

## **XII. Record Retention**

After completion of a case and all ensuing related actions, the investigation committee chair will prepare a complete file, including the records of any inquiry or investigation and copies of all documents and other materials furnished to the Dean or committees. The committee chair will transfer the file to the Dean who will keep the file for at least three years after completion of the case to permit later assessment of the case. ORI or other authorized DHHS personnel will be given access to the records upon request.

# Part V

## FACULTY AWARDS

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# Faculty Awards

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The faculty awards described here are University-wide, or across schools in the case of the teaching awards. Other faculty awards are made within individual schools and colleges.

## **The Harvie Branscomb Distinguished Professor Award**

The Harvie Branscomb Distinguished Professor Award is made to a full-time, regular faculty member without restriction as to age, rank, or school, for distinguished accomplishment in furthering the aims of Vanderbilt University.

In defining the character of the award, the original committee stated:

The purpose of the award should be to recognize, and thereby to encourage in others, that combination of talents and achievements that we identify as desirable in the University faculty member: creative scholarship, including accomplishment in the creative arts and artistic performance; stimulating and inspiring teaching that results in learning of a high order; and service to students, colleagues, the University at large, and society at large. The award should be made for the total contribution and not solely for notable accomplishment in any single or narrow aspect of University endeavor. Neither shall long service nor promise of future accomplishment be a prime factor in the selection.

The award was established in 1963 to honor retiring Chancellor Harvie Branscomb. It is endowed with funds contributed by members of the faculty. The winner receives a cash award of \$2,500, an engraved silver tray, and official designation as Harvie Branscomb Distinguished Professor for one academic year. Announcement is made during the spring meeting of the Board of Trust.

Selection is made by the Chancellor, who receives nominations from the Consultative Committee of the Faculty Senate. Members of the Faculty Senate are asked to submit suggestions to the Consultative Committee.

## **The Alexander Heard Distinguished Service Professor Award**

The Alexander Heard Distinguished Service Professor Award was created on the occasion of the retirement of Chancellor Heard in 1982. It is endowed with funds contributed by faculty, staff, and others.

The title is conferred upon a full-time faculty member, regardless of rank or school, for distinctive contributions to the understanding of problems of contemporary society. The purpose of the award is to encourage, recognize, and honor faculty members' contributions to the analysis and solution of contemporary social problems, broadly construed. Contributions may take the form of teaching, writing, basic or applied research, and consultative or other forms of service. Announcement is made during the spring meeting of the Board of Trust.

The recipient carries for one year the title Alexander Heard Distinguished Service Professor, and receives a \$2,500 cash award and an engraved silver tray.

Selection is made by the Chancellor, upon recommendation by the Provost, who requests nominations from the faculty councils or executive committees of the various schools and the Faculty Senate. The Executive Committee of the Faculty Senate has the responsibility of reviewing the nominations and proposing nominees to the Provost.

### **The Madison Sarratt Prize for Excellence in Undergraduate Teaching**

### **The Ellen Gregg Ingalls Award for Excellence in Classroom Teaching**

Two teaching awards are made annually during the spring meeting of the Board of Trust. They are the Madison Sarratt Prize for Excellence in Undergraduate Teaching and the Ellen Gregg Ingalls Award for Excellence in Classroom Teaching.

Each recipient receives a cash prize of \$2,500 and an engraved pewter julep cup. Names of winners of the Madison Sarratt Prize are mounted on a permanent plaque in the Sarratt Student Center.

The Madison Sarratt Prize for Excellence in Undergraduate Teaching was established by the Board of Trust in 1964 and is supported by Living Endowment funds contributed by alumni. The Ellen Gregg Ingalls Award for Excellence in Classroom Teaching was endowed by the Ingalls Foundation of Birmingham, Alabama, in 1965.

Final selection for both awards is made by the Chancellor on the basis of nominations by graduating seniors of the undergraduate schools and colleges and with advice of the designated honor societies. In addition, chairs of departments with top-ranking candidates are asked to summarize student evaluations of undergraduate courses taught by these candidates.

### **The Thomas Jefferson Award**

The Thomas Jefferson Award is made annually "for distinguished service to Vanderbilt through extraordinary contributions as a member of the faculty in the councils and government of the University."

The award is presented by the Chancellor at the first meeting of the Faculty Assembly, which officially begins each academic year. The prize carries

with it an engraved pewter goblet and \$2,500 cash. The recipient is named by the Chancellor on the basis of nomination of the Consultative Committee of the Faculty Senate. Faculty members in all schools are eligible.

The Thomas Jefferson Award is endowed at several universities by the Robert Earll McConnell Foundation. It was first established at the University of Virginia in honor of that institution's founder. It has been presented at Vanderbilt since 1967.

### **The Earl Sutherland Prize for Achievement in Research**

The Earl Sutherland Prize for Achievement in Research was established by approval of the Board of Trust at its spring meeting of 1976.

The recipient is chosen annually by the Chancellor on the basis of nomination of the University Research Council. The competition is University-wide. The prize consists of \$5,000 and an engraved pewter julep cup, and the winner's name added to a silver bowl following a famous design by Paul Revere. The recipient keeps the bowl for a year. Announcement is made during the fall meeting of the Board of Trust.

### **The Chancellor's Cup**

The Chancellor's Cup is given annually for "the greatest contribution outside the classroom to undergraduate student-faculty relationships in the recent past." The faculty member's contribution "shall be one of educational importance, relevant to the central purpose of the University."

Established by the Nashville Vanderbilt Club in 1963, the award is presented by the President of the Club during the Homecoming activities in the fall. The award consists of a cash prize of \$2,500 contributed by the Club, an engraved pewter julep cup as a permanent trophy, and one year's custody of a silver bowl by Tiffany bearing the names of all recipients since 1963.

Full-time faculty in all schools who are actively engaged in teaching are eligible. Selection is made by the Chancellor on the basis of recommendations submitted by Mortar Board, Omicron Delta Kappa, Deans of schools with undergraduates, the Associate Provost for Student Affairs, the Dean of Students, and Deans in Student Affairs.

### **The Alumni Education Award**

The Alumni Education Award is given each year to a faculty member who has contributed substantially to developing or participating in those programs of the Vanderbilt Alumni Association that further the education of alumni. Any full-time faculty member actively engaged in teaching in any of the schools or colleges is eligible.

Final selection is made by the Chancellor on the basis of a recommendation from the Board of Directors of the Alumni Association. The Education Committee of the Association is responsible for initiating the nomination. Nominations are solicited through the *Vanderbilt Magazine*, through Vanderbilt clubs, and from various active participants in alumni programs.

The award consists of a cash prize of \$2,500 and an engraved julep cup. It is presented during Reunion Weekend. The first recipient was named in 1982.

### **The Chancellor's Awards for Research**

The Chancellor's Awards for Research recognize excellence on the part of faculty for published research. The award carries a stipend of \$1,000. All faculty members who are tenured or on the tenure track are eligible for these research prizes. As many as five of these prizes may be awarded each year. Unlike the Sutherland Prize, which is awarded for lifetime achievement in research, the Chancellor's Awards for Research recognize excellence for research published during a given year.



# Part VI

## FACULTY BENEFITS

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Full-status members of the faculty (excluding those with the prefixes “adjunct,” “visiting,” “adjoint,” or the suffixes “emeritus,” “emerita,” or “in-residence”), general officers, members of the Executive Administration and senior exempt staff are eligible for insurance, benefit, and retirement coverage under various plans administered by the University, although in some instances there are waiting periods (see pages following). Benefit arrangements for coverage of faculty with full-status partial-load appointments are explained in Part II, Chapter 2, Section G.

The benefit programs are Retirement, Disability Insurance, Flexible Reimbursement Account, Salary Supplement, Group Life Insurance, Health Care Coverage, Liability Insurance, Personal Spending Accounts, Social Security, Travel Accident Insurance, Accidental Death and Dismemberment Insurance, Dental Coverage, and Workers’ Compensation. PSAs, Dental, and Accidental Death and Dismemberment Insurance are voluntary programs.

The following descriptions are general and do not serve as a contract. Any inconsistencies between these general descriptions and the terms of the plan documents are governed by the plan documents. For details, faculty members should consult the Benefits Office of Human Resource Services, and may request information provided by insurance carriers about the several plans and benefits. Costs quoted may change from time to time.

## *Chapter 1*

# **Insurance Programs**

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### *Section A*

#### **HEALTH CARE COVERAGE**

Vanderbilt offers extensive health care options. These plans compare favorably in rates and benefits with those offered by most other institutions.

New full-time faculty members should complete a health care enrollment form within 31 days from the time they begin work. These forms are available from the Benefits Office of Human Resource Services. With this enrollment, Health Care Coverage goes into effect on the appointment date.

Faculty who continue full-time employment beyond the age of 65 remain in the Vanderbilt health care plan. Upon attaining age 65, faculty members should enroll in Medicare. Vanderbilt's active plan health care benefits continue and will be coordinated with benefits from Medicare. The local office of Social Security should be notified several months in advance of age 65. A faculty member retiring from Vanderbilt at age 65 or beyond may enroll in a Medicare Supplement Plan.

These enrollment forms may be available from Human Resource Services or obtained directly from the applicable insurance plan.

### *Section B*

#### **WORKERS' COMPENSATION**

Faculty members, as well as other employees at Vanderbilt, are covered by the Workers' Compensation Law of Tennessee. The Workers' Compensation Act covers accidental injuries and occupational diseases that arise from and in the course of employment at Vanderbilt. A copy of the Workers' Compensation Law is available from the Workers' Compensation Division, Department of Labor, State of Tennessee.

Any disease or injury that may be covered by the Workers' Compensation Law should be reported immediately to the office of the department chair or Dean. Failure to report the injury or disease in a timely manner may render one ineligible for workers' compensation benefits. Within 24 hours of this report, the department should send the Employer's First Report of Work Injury form to the Risk and Insurance Management Office, 610 Oxford House, by campus mail. These forms may be obtained through the Purchasing Department. The form must be

completed and signed by the supervisor or department chair, not by the injured person. The supervisor or department chair should keep a copy of the form.

Additional information is available from the Office of Risk and Insurance Management or the Workers' Compensation Division, Department of Labor, State of Tennessee.

### *Section C*

## GROUP LIFE INSURANCE

Vanderbilt's term life insurance plan provides a benefit equal to four times the basic annual rate of pay, up to a maximum of \$500,000. This plan begins for a full-time faculty member three months following the appointment date and is in two parts. Vanderbilt pays the basic benefit equal to the annual salary. The voluntary part of the plan provides benefits equal to an additional one, two, or three times the basic annual salary up to a maximum of \$500,000. The faculty member pays the cost for the voluntary portion elected.

The plan also provides, at University cost, \$5,000 in life insurance for a spouse and \$2,500 for each dependent child. Dependent children are covered from 0 days to age 19 (to age 23 if a full-time student). When both husband and wife are employed at Vanderbilt and eligible for dependent life benefits, the dependent life benefits are provided to each.

The premium changes as age and salary advance for the faculty member. Benefits increase automatically with salary increments. However, active employees ages 65 and older will have coverage equal to a prorated percent of the amount of coverage elected.

Term insurance terminates upon retirement; it has no cash value.

Life insurance after retirement is provided for faculty members who were enrolled in the group life program before May 1, 1971. Faculty members who qualify for this insurance can obtain specific provisions from Human Resource Services.

In order to take advantage of the waiver of a health statement or physical examination, new faculty must apply for group life insurance within 31 days after the appointment becomes effective.

If the individual should decide to cancel participation in the contributory part or to enroll at a later date, the change should be made in writing to the Benefits Office of Human Resource Services. For later enrollment, evidence of insurability is required.

Faculty members who leave Vanderbilt may convert the group life term insurance to another type of individual insurance without questionnaire or medical examination, if application is made with Metropolitan Life Insurance Company within 31 days of leaving the employ of the University. Those faculty members who under an earlier plan converted term coverage to whole life may continue that coverage after leaving Vanderbilt.

### *Section D*

#### DISABILITY INSURANCE

Each full-status member of the faculty of Vanderbilt University is eligible for disability insurance after one year of employment. The plan covers continuous, total disability, caused by sickness or injury incurred while actively employed. The existence of “continuous, total disability” is determined by the insurer.

Benefits begin on the first day of the month following six months of continuous, total disability. Compensation from Vanderbilt University will not, in any event, continue beyond that time. Benefits are paid so long as the faculty member remains totally disabled in accordance with policy provisions or until attainment of age 65. However, for a period of total disability beginning after attainment of age 60, benefits continue during the total disability for a prorated period of up to five years.

For further information, see the summary plan description on file in the Benefits Office of Human Resource Services.

### *Section E*

#### LIABILITY INSURANCE

Members of the faculty with specific questions about liability insurance, including for injury or damage arising out of use of automobiles on University business, should consult the Office of Risk and Insurance Management.

### *Section F*

#### TRAVEL ACCIDENT INSURANCE

Faculty members traveling on business of the University are covered by business travel accident insurance purchased by Vanderbilt. This applies to travel to and from any point inside or outside Davidson County, Tennessee (or the county where one is assigned to work). Commuting to work is not covered. Since the coverage is restricted to business travel, faculty members should have on file an approved Travel Authorization Form prior to any business trip to a location outside Davidson County.

Restrictions exist on the use of private or chartered aircraft, with details available from the Office of Risk and Insurance Management.

*Section G*

**ACCIDENTAL DEATH AND DISMEMBERMENT  
INSURANCE**

Accidental Death and Dismemberment insurance is available to all full-time faculty members for a reasonable premium.

For further information, contact the Benefits Office of Human Resource Services.

## *Chapter 2*

# Retirement Programs

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### *Section A*

#### RETIREMENT PLAN

**Effective July 1, 1998**

The Vanderbilt Retirement Plan offers a choice of funding through TIAA/CREF annuities (Teachers Insurance and Annuity Association of America and the companion company, College Retirement Equities Fund), the Vanguard family of mutual funds, VALIC (Variable Annuity Life Insurance Company), and Fidelity Investments.

The following are selected excerpts and paraphrases from the Vanderbilt University Retirement Plan and the Vanderbilt University Retirement Plan for New Faculty, which set forth the provisions of the retirement plan.

#### **Eligibility**

With the following exceptions (members of the faculty with the prefixes “adjunct,” “adjoin,” “visiting,” or the suffixes “emeritus,” “emerita,” or “in-residence” in their titles or the title “Research Associate” or “Senior Research Associate”), all full-status members of the faculty, general officers, members of the Executive Administration, and senior exempt staff who do not meet the Internal Revenue Service definition of “highly compensated” employee are eligible at the time of their employment with the University to receive University matching contributions as described below. Full-status faculty members with the title of Research Associate or Senior Research Associate become eligible for the University matching contribution after twelve months of full-time employment. Most newly hired faculty will not meet the IRS definition and therefore will be eligible on the date of their employment to receive the University matching contributions. Even if a particular faculty member is treated as “highly compensated” under this definition, he or she will be eligible to receive the matching contribution on the first day of the month after the date of completion of twelve months of full-time employment with Vanderbilt.

Under Internal Revenue Service definition, a faculty member is “highly compensated” for a particular calendar year (the “determination year”) if in the year preceding or in the determination year the faculty member received compensation from Vanderbilt in excess of a specified index amount (\$90,000 in 2003). The gross compensation paid during the determination year is counted. Faculty members seeking more specific information regarding their own situations or wishing to review the plan document should contact the Benefits Office of Human Resource Services.

## **Plan Contributions**

Contributions under this retirement plan will be made on a monthly basis during years of participation, except for months in which no salary is paid.

Participation in the Vanderbilt retirement plan is mandatory. For all faculty members except those who participate in the Vanderbilt Medical Group, the mandatory contribution amount is three percent of salary. VMG members should consult the Benefits Office of Human Resource Services for the current amount of their mandatory contribution. Contributions will be made on a tax-deferred basis under an agreement with the University for salary reduction to reduce a participant's salary by an amount not less than \$200 in a plan year nor more than the limit allowed under the Internal Revenue Code (excluding from this calculation the salary supplement, described in Section B, below ). No elective deferrals may be made to the Vanderbilt plan in excess of the annual limit imposed by the Internal Revenue Code, which in 2003 is \$12,000. No after-tax contributions may be made to the Vanderbilt retirement plan.

Subject to the eligibility requirements described above, the University will make matching contributions to the plan for each participant equal to at least three percent (3%) of his or her salary. An additional elective two percent (2%) may be made and will be matched. In no event will the matching contribution exceed the annual limit imposed by the Internal Revenue Code, which in 2003 is \$12,000. (The term "salary" means the amount of base salary during the plan year paid to the participant, excluding such items as bonuses, overtime pay, and any salary supplement paid to a faculty participant. "Salary" includes a participant's elective deferrals and elective contributions to the Personal Spending Account Plan.) The matching contributions are also capped by the recognizable pay limits of Internal Revenue Code section 401(a)(17)(\$200,000 in 2003).

It may be necessary to distribute each year to faculty members who are "highly compensated" under the Internal Revenue Service definition a portion of the University matching contribution (including investment earnings). Any such distribution must be treated as taxable income.

Faculty members should consult the Benefits Office of Human Resource Services for more information and for assistance in retirement planning.

## **Investment of Contributions**

Plan contributions will be forwarded to TIAA/CREF, Vanguard, VALIC, and/or Fidelity Investments to be applied to premiums on regular retirement annuity contracts or deposits for mutual fund shares in any proportion elected by the participant. Matching contributions on behalf of a participant will be divided in the same manner as the respective designations by such participant for the first three percent (3%) and the first additional two percent (2%) of his or her elective deferrals.



## **Administrator**

The Associate Vice Chancellor for Human Resource Services of the University is the Administrator of this plan and is responsible for enrolling participants, sending plan contributions for each participant as premiums to annuity contracts issued on the participant's life, and for performing other duties required for the operation of the plan. The Administrator may designate in writing other persons to carry out duties under this plan.

## *Section B*

### **SALARY SUPPLEMENT**

Subject to the conditions stated in Section A, above, Investment of Contributions, the following will receive a taxable salary supplement equal to five percent (5%) of their salary: Professors, Associate Professors, Assistant Professors, Professors of the Practice, Lecturers, Senior Lecturers, and Instructors; collegiate and pre-collegiate faculty members in the Blair School of Music; Research Professors, Research Associate Professors, Research Assistant Professors, and Research Instructors; School of Medicine ranks designated by the words "Assistant in," "Associate in," and "Senior Associate in," each followed by a departmental designation; general officers, members of the Executive Administration, and senior exempt staff.

The salary supplement is a benefit intended for retirement planning purposes. This supplement is not considered a part of the base salary, and no other fringe benefits will be attached to the supplement. The salary supplement must be treated as taxable income, unless the participant elects to defer all or a portion of the salary supplement through a salary reduction agreement.

## *Chapter 3*

# **Other Benefits**

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### *Section A*

#### **FLEXIBLE REIMBURSEMENT ACCOUNT**

Under this benefit, fully funded by Vanderbilt, \$25 a month (\$300 a year) is deposited for each full-time faculty member after five years of continuous service. The account may be used for tax-free reimbursement of certain qualifying expenses. These include medical expenses not paid by other insurance (such as the deductible and out-of-pocket portion of the health care plan, dental expenses, eyeglasses and eye examinations, routine physicals, or prescribed preventive medicine).

For further information, consult the Benefits Office of Human Resource Services.

### *Section B*

#### **PERSONAL SPENDING ACCOUNTS**

Vanderbilt offers two Personal Spending Accounts (PSAs): a medical account and a dependent care account. The accounts are funded by contributions made by the faculty member through a salary reduction agreement. These accounts provide tax-free reimbursement (to the extent allowed by law) of eligible medical and/or dependent care expenses. Funding limits are established each year within federal guidelines. Faculty members are eligible to participate in the PSAs three months after the faculty appointment date. For more information about these accounts, contact the Benefits Office of Human Resource Services.

### *Section C*

#### **SOCIAL SECURITY**

Deductions for Social Security are required by law, except for exchange visitors from foreign countries and Vanderbilt students. The amount of such deductions is recorded on individual pay statements. Benefits are paid for death, total disability, and retirement, provided the person has been covered by Social Security long enough to be eligible.

The Benefits Office of Human Resource Services has a form by which faculty may request from the Social Security Administration information on their accumulated credits, contributions, and estimated retirement benefits.

### *Section D*

#### MOVING EXPENSES

Each school or college has its own policy for determining eligibility of new faculty for moving expenses. The letter of appointment will state whether the faculty member is or is not eligible and, when eligible, the amount that will be provided.

### *Section E*

#### FACULTY HOME PURCHASE PLAN

Vanderbilt University assists eligible employees in their purchase of a principal place of residence in the Nashville area. Those eligible for this benefit include tenured and tenure-track faculty and members of the Executive Administration whose appointments begin on or after September 1, 2000. Their eligibility extends for eight years following the date of initial appointment at Vanderbilt. Additionally, faculty members who are tenured or on the tenure track, and members of the Executive Administration appointed before September 1, 2000, are eligible for this benefit if they have not purchased a home under the previous Faculty Home Purchase Plan. Their eligibility extends through August 31, 2008.

The University will provide one-time funding of up to one-half of one percent of the value of the mortgage for eligible employees. The University's contribution is limited to a payment of no more than \$2,500 (a mortgage of \$500,000), except as noted below:

A. The University will contribute an additional one-half of one percent of the value of the mortgage (limited to a payment of no more than \$2,500) to eligible employees who purchase a principal place of residence in the West End–Hillsboro–Belmont neighborhood. This is the area enclosed by a path along West End Avenue from 31st Avenue to the I-440 Interstate; then eastward to Belmont Boulevard, then to the north, along Belmont Boulevard and around Belmont University to Wedgewood/Blakemore, and then westward to the intersection of Blakemore Avenue and West End Avenue.

B. If both partners of a marriage or of a registered same sex domestic partner relationship (as documented to and approved by the

Office of Human Resource Services), are eligible employees and they jointly purchase a principal place of residence under this plan, Vanderbilt University's contribution of one-half of one percent of the value of the mortgage will be available to each of the partners. The total one-time payment is limited to no more than \$2,500 for each of the partners. If the principal place of residence purchased by these eligible partners is located within the geographic area (as defined above in section (a)), an additional one-half of one percent of the value of the mortgage will be available for each of the partners (limited to a payment of no more than \$2,500 for each of them) and will be contributed by the University.

The one-time payments described in the previous section will be made by the school or division that is the primary base of the borrower. In the event that two eligible partners (as described in section (b), above) jointly purchase a principal place of residence under this plan and they are based in different schools or divisions, the one-time payments will be divided equally between those schools or divisions. These one-time payments will be made no more than once during the lifetime of any eligible employee.

In addition, and as a courtesy to Vanderbilt, SunTrust Bank Corporation offers loans to eligible members of the faculty at market rates, with options that include floating rate mortgages. Although SunTrust Bank normally charges one percent of the value of the mortgage as a front-end point charge, the bank has agreed to reduce this charge to one-half of one percent of the value of the mortgage for eligible Vanderbilt employees.

The University's contribution, as described above, is not contingent on the use of the SunTrust Bank as the lender. The one-time contribution will apply to loans for the purchase of a principal place of residence made by any commercial mortgage lender to an eligible employee.

Such benefits shall be subject to all appropriate taxes, including income and employment taxes, and the tax liability shall be reported to the eligible employee on his or her Form W-2, Wage and Income Statement, or an equivalent form.

Until September 1, 2003, either (but not both) the plan described above and the former Faculty Home Purchase Plan (described in detail in the *Faculty Manual* published in 1999) will be available to faculty members with tenure and members of the Executive Administration. Those employees eligible for the benefit under both the former and current plans must elect from which plan they will seek the benefit.

The provisions of the home purchase plan are reviewed from time to time and are subject to change by the Board of Trust. Further details are available from the Vice Chancellor for Investments and Treasurer who is responsible for administering the plan.

## *Section F*

### TUITION DISCOUNTS

#### **Children**

The policy behind the Tuition Benefit Plan For Dependent Children is based upon the premise that Vanderbilt's educational resources and facilities should be available to those children of certain full-time faculty and staff who would qualify as their dependents for tax purposes, and that those qualifying children who do not attend Vanderbilt should receive comparable support toward the first baccalaureate degree at an accredited college or University of their choice.

The following descriptions are general and do not serve as a contract. Any inconsistencies between the general descriptions and the terms of the plan documents are governed by the plan documents, which are on file in the office of the Provost.

#### A. Eligibility

Those children of full-time faculty who would qualify as their dependents for tax purposes are eligible to receive the tuition benefit commencing with the first semester after the date that the faculty member has completed five continuous years of service at Vanderbilt or another accredited college or University, with no breaks in service greater than three months' duration (other than an authorized leave of absence). If there occurs such a break in service, all previous years of service will be disregarded.

A qualifying child of a former member of the faculty whose service with Vanderbilt was terminated by permanent disability or death within five (5) years before the child is enrolled in an accredited college or University is eligible to receive the tuition benefit, subject to the limitations and conditions applicable to all participants. In no other instance will a child be eligible to receive the tuition benefit after the parent/faculty member terminates service with Vanderbilt.

#### B. Amount of Benefit

A participant in the plan who is enrolled at Vanderbilt is entitled each semester to a discount of 70 percent of the standard tuition at Vanderbilt. Such child enrolled at another accredited college or University whose tuition is above a certain semester threshold amount (\$2,857 in 2002) is entitled each semester to a benefit equal to 70 percent of the other college or University's tuition. The benefit may be as high as 100 percent of the other college or University's tuition for accredited colleges or universities whose tuition is below the threshold amount for that year; however, the amount of the benefit in any case cannot exceed 70 percent of the tuition at Vanderbilt.

### C. Restrictions on Participation

1. The benefits to each member of the faculty cannot exceed a total of 24 semesters for all of his or her children, and no one child can receive benefits for more than 8 semesters. The term "semester" includes the fall, spring, and summer sessions at Vanderbilt or the equivalent thereof at another eligible institution.

2. Any scholarship that is granted to the qualifying child and that is applied by the terms of the scholarship toward tuition will not be considered in determining the amount of the tuition benefit otherwise available; provided, however, that the sum of all scholarships applied by their terms toward tuition plus the tuition benefit received under this plan in any semester by the child will not exceed the tuition charged for that semester.

3. Benefits are confined to undergraduate courses leading to the first baccalaureate degree. The continuation of the benefit is contingent upon the parent's remaining at Vanderbilt and the child's maintaining satisfactory academic progress. Satisfactory progress must be certified each semester by the undergraduate school in which the child is enrolled.

4. At another institution, tuition is the charge defined as such in the catalog, and would generally exclude deposits, matriculation fees, out-of-state fees, or other special fees. The conditions of continued support are the same as for a student enrolled at Vanderbilt.

5. Faculty members who wish to apply for the tuition benefit for their children should contact the Student Accounts Office.

### Spouses

Spouses of full-status faculty members are eligible for a discount of 47 percent of Vanderbilt's advertised tuition and fees on one course per semester when enrolled in any of the schools or colleges of the University. For these purposes the entire summer session is considered one semester. The discount applies to no more than three credit hours per semester, except for four-hour courses with a required laboratory. The recipient may be enrolled part time or full time, subject to the regulations of the particular school or college. Spouses may audit one course per semester without charge, with permission of the instructor.

If the spouse is an undergraduate, the Admissions Office, in cooperation with the schools and colleges, is responsible for determining eligibility for enrollment in courses at Vanderbilt, based on the spouse's prior academic record. Part-time enrollment for undergraduate credit is handled by the Division of Unclassified Studies. Enrollment for credit in the Graduate School and the professional schools is decided by the particular school. In order for the Student Accounts Section of the Office of Accounting to process the tuition discounts, the spouse must file an official application for a tuition discount on a form available in that office.

**Faculty**

Full-status faculty may themselves audit or enroll in courses under the same conditions provided for spouses. Before doing so, however, they should consult with their department chair or division director (or their Dean in schools without departments).

**Interpretation of Policy on Tuition Discounts**

The interpretation of policy resides in the Office of the Provost.

## *Chapter 4*

# Leaves of Absence

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### *Section A*

## PARENTAL LEAVE

### **Availability of Parental Leave**

When a full-time faculty member who is tenured or tenure-track, or that faculty member's spouse or declared domestic partner, becomes the parent of a child, either by childbirth or by adoption of a pre-school aged child, the faculty member shall, upon written request to his or her Department Chair or Dean, be entitled to a parental leave of one semester at full pay for purposes of serving as the child's primary caregiver. If a faculty member and his or her spouse or domestic partner would otherwise both be eligible for parental leave under this policy, either one, but not both, may take this parental leave.

### **Notification**

In order to minimize the administrative burden of ensuring adequate coverage of responsibilities, an eligible faculty member must give her or his Department Chair or Dean at least three (3) months' written notice of her or his intention to take parental leave, the anticipated date of departure and the expected date of return to full-time work. Medical emergencies or the uncertainties of adoption that prevent the giving of three months' notice will not disqualify an eligible faculty member from obtaining parental leave.

### **Agreement**

Any agreement for a parental leave under this policy shall be in writing. The agreement shall include each of the following:

1. certification by the faculty member that the purpose of the leave will be to serve as the primary caregiver for that child during the period of leave or for faculty on nine-month appointments to recapture time spent as the primary caregiver during the preceding summer;
2. certification that the leave period will not be used to actively pursue other employment opportunities or to work full- or part time for another employer;
3. the anticipated start and end of the leave period;
4. the relationship between the parental leave provided under the policy and the Family and Medical Leave Act (FMLA) and, where relevant, the Tennessee Maternity Leave Act (TMLA);



5. a commitment to return to active status for at least an equivalent period immediately following the paid parental leave; and
6. for tenure-track faculty, the revised schedule of intermediate and major promotion and tenure reviews.

### **Salary, Benefits, and Responsibilities During Leave**

A faculty member who takes parental leave under this policy shall receive the same salary and benefits that he or she would have received that semester if not on leave, and shall be relieved of his or her normal duties and responsibilities during the period of leave as follows:

#### **A. Teaching.**

The faculty member shall be relieved of the obligation to teach during the semester in which the leave is taken. If the semester during which leave is taken is one in which the faculty member would otherwise have taught more than half of his or her normal annual teaching load, the faculty member may be required to teach one additional course in another semester to be agreed upon by the faculty member and his or her Department Chair or Dean.

#### **B. Research and Scholarship.**

The faculty member shall be relieved of research and scholarship expectations for one semester.

#### **C. Service.**

The faculty member shall be relieved of all faculty service responsibilities, including committee work and student advising, for one semester.

### **When Taken**

At the option of the faculty member, the parental leave provided by this policy may be taken during the semester in which the child is born or placed for adoption, or during any subsequent semester that begins no later than six months after the birth or adoption placement. For purposes of this policy, each semester shall run from the first day of classes to the last day of examinations. Unless waived in writing by the Provost or the Vice-Chancellor for Health Affairs, a faculty member who takes a parental leave is obligated to return to active status for at least an equivalent period immediately following such leave in order to retain the benefits of the leave including salary paid.

### **Effect on Probationary Period**

A tenure-track faculty member who takes parental leave under this policy shall receive an automatic one-year extension of the tenure clock. In order to take advantage of all or part of such an extension, a faculty member need only notify his or her Department Chair or Dean of the decision, within six

months after the birth or placement for adoption, to take the extension. The total of all extensions to the tenure clock cannot exceed two years.

### **Family and Medical Leave Act and Tennessee Maternity Leave Act**

The benefits afforded faculty under this policy are intended to be consistent and not in conflict with rights afforded under the FMLA and the TMLA (Tenn. Code Ann. § 4-21-408). Any leave taken under this policy, to the extent that it also qualifies for FMLA or TMLA leave, is intended to count as FMLA or TMLA leave, and the written agreement should clearly state that intention.

### **Additional Leave**

This policy is intended to describe the minimum level of benefits available for faculty members to whom it applies. This policy is not intended to constrain the faculty member and Department Chair or Dean from developing other arrangements that meet the spirit of this policy and its minimum level of benefits and that fulfill the needs of all involved in some other manner. The Dean of a School or College may establish policies extending these benefits to other categories of faculty. Any parental leave taken under this policy shall be in addition to any leave granted because of medical incapacitation.

### **Limitations**

The parental leave benefit may be used no more than three times by a faculty member.

These parental leave benefits may be used no more than once each per child:

#### *Multiple Births/Adoptions.*

For purposes of this policy, parental leave in the case of multiple birth (twins, triplets, etc.) or simultaneous adoption of multiple children shall count as one leave event, resulting automatically in the availability of one semester of paid leave. Thus, the birth of triplets would not use up the faculty member's eligibility for parental leave for future births or adoptions nor would it necessarily entitle the faculty member to three consecutive semesters of paid leave. In such unusual circumstances, the faculty member and his or her Chair or Dean are encouraged to devise an arrangement suitable to the unique needs of such a situation and consistent with the spirit of this policy.

#### *Benefit Beyond Three Children.*

If after obtaining this benefit three times, a faculty member gives birth to an additional child(ren), that faculty member shall be entitled to leave for short-term illness (paid). The medical condition of the faculty member, as evidenced by the written statement of her physician, will establish the length of leave for

short-term illness. Normally, unless unusual medical complications exist, the leave for short-term illness does not exceed six weeks. Additional personal leave (unpaid) may be requested. The duration of personal leave must be negotiated between the faculty member and her Dean and must be consistent with the FMLA and the TMLA.

### *Section B*

#### MATERNITY LEAVE

Pursuant to the Tennessee Maternity Leave Act (TCA §4-21-408 *et seq.*), full-time faculty members with at least one year of employment may, upon request, obtain maternity leave related to pregnancy, childbirth, and nursing an infant for a period of up to four (4) months.

An eligible faculty member must give her department chair or division director (or Dean if there is no departmental organization) at least three (3) months' written notice of her intention to take maternity leave, her anticipated date of departure and her expected date of return to full-time work. A medical emergency that prevents the giving of three months' notice will not disqualify an eligible faculty member from obtaining maternity leave. However, she should state in writing, as soon as possible, her intention to be on maternity leave for a specified period and her intention to return to full-time work by a designated date within four months. For faculty members on academic-year appointments, if the expiration of the period of maternity leave occurs between the spring and fall semesters, the faculty member will not be required to return to work until the start of the fall semester.

A faculty member on maternity leave must not use the period of maternity leave to pursue actively other employment opportunities or to work full- or part time for another employer.

The period of maternity leave for faculty members will generally be composed of leave for short-term illness (paid) and personal leave (unpaid), with the division determined by the appropriate Dean. The medical condition of the faculty member, as evidenced by the written statement of a physician, will establish the length of leave for short-term illness. Normally, unless unusual medical complications exist, the leave for short-term illness does not exceed six weeks.

After an eligible faculty member has given notice of her intention to take maternity leave, her department chair or division director, or Dean will begin efforts to cover temporarily the responsibilities to be left unattended by the person on maternity leave. If, after reasonable efforts, a temporary replacement cannot be found, the faculty member may be notified that her position has been determined to be unique and, for that reason, her maternity leave is limited to a specified period of less than four months. In such a situation, the faculty member may be required to return to work in less than four months.

Any leave that a faculty member takes that would qualify as permissible

leave under the federal Family and Medical Leave Act (“FMLA”) will automatically count as part of the 12 weeks of leave allowed under the FMLA. However, if a pregnant faculty member wishes, she may seek to take leave under the Tennessee Maternity Leave Act, as well as under the FMLA. This will allow her an additional thirty days’ leave over and above the 12 weeks of leave to which she is already entitled under the FMLA. To qualify for this additional thirty days’ leave under the Tennessee Maternity Leave Act, the faculty member must give notice at least ninety days before the start of the entire leave period. The additional thirty days provided under the Tennessee Maternity Leave Act is unpaid, and, unlike the case with leave taken under the FMLA, Vanderbilt normally will not continue to contribute toward the health insurance coverage of the faculty member during this period. For more information about these Acts, contact the Benefits Office of Human Resource Services.

### *Section C*

## SCHOLARLY LEAVES OF ABSENCE

Scholarly leaves of absence may be granted at the discretion of the Provost or Vice Chancellor for Health Affairs upon the recommendation of the appropriate Dean. Such leaves are for the purpose of advancing scholarship to the benefit of the faculty member and the University. They are granted in recognition of the productivity of the faculty member, and are not an entitlement such as may exist in other institutions that have sabbatical leaves.

A paid leave of absence may be granted to tenure-track and tenured faculty by the Provost or Vice Chancellor for Health Affairs for research by the faculty member. Such research can consist of special projects, including out-of-town research, study, writing for publication, or some other activity consistent with a scholarly purpose. Each college and school should provide a statement of principles and procedures regarding its leave policy. The granting of leaves is determined after taking into consideration department and school staffing requirements, availability of funds from all sources, and other factors, such as scholarly productivity (including publications) and the outcome of previous research leaves.

In some cases leave may be granted to pursue appropriate scholarly activities that may benefit the faculty member and a third party, such as collaboration in a research project with a colleague at another institution or appointment to service for a governmental agency for a defined period. Such leaves may be paid or unpaid, depending on the specific activity and on whether outside funds are available to support the faculty member. When granted, such leave does not normally affect eligibility for salary raises or promotion.

As a matter of University policy, requests for scholarly leaves of absence are generally not granted more frequently than once every four years, and a longer minimum interval may apply in individual schools and programs.

Leaves will not be provided to tenure-track faculty members, if the leave would be taken in the terminal year. The period between leaves begins with the first full academic year after the leave.

Generally, a faculty member on a scholarly leave is granted half-salary and full benefits for a full year or full salary and full benefits for a half-year. All faculty members returning from research leaves are expected to submit to the Dean a report of their scholarly activities and accomplishments. Unless waived in writing by the Provost or the Vice Chancellor for Health Affairs, a faculty member who is granted a scholarly leave is obligated to return to active status for at least an equivalent period immediately following such leave.

Scholarly leaves are not cumulative. If more than four years have passed between leaves of absence, that fact will not shorten the required interval between subsequent leaves or allow a full year's paid leave instead of one semester.

### **Procedures for Requesting Scholarly Leave**

Requests for leaves of absence are acted upon by the department chair or division director. Any recommendation to grant the leave request will be reviewed by the appropriate Dean and, if he or she concurs, by the Provost or the Vice Chancellor for Health Affairs. The decision of the Provost or the Vice Chancellor for Health Affairs is final.

## *Section D*

### **NONACADEMIC LEAVE WITH PAY**

#### **Jury Duty**

A faculty member is asked to notify the department chair (or Dean, in schools without departments) as soon as he or she is called by a court of law for jury duty to determine whether arrangements can be made to handle academic responsibilities during this absence.

#### **Illness or Other Incapacities of Short Duration**

When a faculty member must be absent from his or her duties because of illness or incapacity of short duration, other members of the faculty, with knowledge of the department chair or division director and the Dean, customarily assume his or her duties on a temporary basis. If the illness becomes extended so that this is no longer feasible, other arrangements are made by the department chair in consultation with the Dean and the Provost or the Vice Chancellor for Health Affairs.

## *Section E*

### NONACADEMIC LEAVE WITHOUT PAY

#### **Personal Reasons**

Requests for leave for personal reasons (including child-related matters) are considered on an individual basis, and should be submitted to the department chair (or Dean, in schools without departments ) as far in advance of the proposed absence as possible, so that neither instruction nor research programs will be interrupted. Specific dates for the leave should be stated in the request. Such leaves usually do not extend beyond one year. If approved by the Dean, the request for leave for personal reasons is handled in the same way as academic leave, going to the Provost or the Vice Chancellor for Health Affairs for review.

Faculty members must confirm with Human Resource Services in advance of the leave whether they want benefits to continue, and, if so, make arrangements to pay for them.

#### **Military Duty**

Full-time faculty members may be granted leave without pay for extended, active military duty in the United States Armed Forces. Except for the tuition benefit, insurance and other benefits are not necessary and do not apply during such extended military duty.

If the faculty member applies for reinstatement at Vanderbilt after completing satisfactory service, he or she may return to the position previously held, unless it has been eliminated or appreciably modified. In the latter case, the individual will be placed in a position as nearly matching the former one as possible. Time for application for reinstatement varies according to the circumstances. If inducted under the Military Selective Service Act, the faculty member should apply within ninety days; if the service was in a Reserve component, the faculty member should apply within 31 days.

Credit is retained for length of University service and benefits accumulated before the leave.

#### **Family and Medical Leave**

As required by the Family and Medical Leave Act of 1993 (FMLA), Vanderbilt provides up to twelve weeks of unpaid, job-protected leave to eligible faculty members for certain family and medical reasons. Faculty members are eligible if they have worked for the University for at least one year and for 1,250 hours during the previous twelve months.

Unpaid leave is granted for any of the following reasons: to care for the faculty member's child after birth or placement for adoption or foster care; to care for the faculty member's spouse, son or daughter, or parent who has a serious

health condition; or for a serious health condition that makes the person unable to perform job duties. Certain kinds of paid leave may be substituted for unpaid leave.

The faculty member must provide medical certification and advance leave notice. Leave may be denied if these requirements are not met. The faculty member ordinarily must provide thirty days' advance notice when the leave is foreseeable. Additional information is available from the Benefits Office of Human Resource Services.

## *Section F*

### PAY DURING LEAVES OF ABSENCE

A faculty member on an academic-year appointment on a paid leave of absence for one-half of the year under current practice receives pay in six equal payments from September through February, or March through August, according to the period in which he or she works. If work is in the spring semester, eight equal checks, beginning in January, may be requested. A faculty member on leave for an entire year at full pay or some fraction of stated salary receives the salary in 12 equal payments on the regular monthly pay schedule. Since there are a number of options on employee benefits for persons on paid leave, the faculty member should consult with the Benefits Office of Human Resource Services before beginning the leave. Faculty members granted leaves of absence without pay must confirm with the Benefits Office of Human Resource Services before beginning the leave whether or not they want to arrange continued benefit coverage. If full benefits are to remain in force, the faculty members on leave must pay their share of the costs of continued benefits as scheduled.

Temporary and part-time faculty members employed for only one semester are usually paid in four equal checks during the periods September through December or January through April.

When faculty members leave the employment of the University, the department chair must initiate the turnaround Payroll Action Form for terminating employment at least fifteen days prior to the effective date.

If a faculty member with an academic-year appointment leaves the employ of the University at the end of the academic year, he or she may claim all of the remaining salary then or let the normal monthly checks continue through August. If fringe benefits are to be continued through the summer, the Payroll Action Form should so specify. Faculty members on fiscal-year appointments are paid through June 30 or at the time of termination.

# Part VII

## FINANCIAL PROCEDURES

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## *Chapter 1*

# **Payment and Annual Notification of Salary**

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Faculty members are paid on the last business day of each month, and checks are generally delivered through departmental offices. Paychecks can be deposited directly to a personal checking account if the faculty member indicates that election on an Address and Check Distribution Form, which is completed for Human Resource Services by new faculty members; those who elect to use this option will receive a “deposit advice” that shows itemized deductions. If a faculty member wishes to change his or her address, number of exemptions, or method of check delivery, forms may be secured in the Office of Human Resource Records Management.

Each year a faculty member is informed of the salary for the forthcoming year in a letter that is accompanied by a detailed statement of compensation. Changes in compensation generally are effective on September 1 for faculty members performing academic-year duties and on July 1 for those performing duties over the fiscal-year.

The statement of compensation gives the stated salary. It also shows total compensation when the salary supplement and the University’s contribution to retirement are taken into account.

The gross earnings on a monthly salary check represent one-twelfth of the stated salary. There is no indication on the salary check of the University’s contribution to the Retirement Plan; however, there is a separate line item listing for the salary supplement.

In the School of Medicine, faculty members in the clinical departments may receive additional compensation through the Vanderbilt Medical Group (VMG). Since the details of VMG compensation vary among the departments, the faculty member should consult the department chair for provisions.

When statements of compensation are issued in the spring, any discrepancies or disagreements should be referred to the Dean of the school in which the appointment is held (the primary appointment, in the case of joint appointments).

Vanderbilt reserves the right to deduct amounts from paychecks for financial obligations to the University such as unpaid fines for Vanderbilt Traffic and Parking violations, returned checks, and legally imposed levies and garnishments made against salaries. Vanderbilt University requires all debts to the University to be satisfied at the time that a member of the faculty leaves the employ of the University.

## *Chapter 2*

# Summer Employment

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The University assigns some faculty members to duties that span the academic year only (academic-year appointees) and others to duties that span the twelve-month calendar year (fiscal-year appointees). Academic year duties include all duties and responsibilities associated with the academic-year calendar (from the beginning of the fall semester through the end of the spring semester), as determined by the Dean and/or department chair. Fiscal-year duties include all duties and responsibilities associated with the University's fiscal year (July 1 through June 30).

Each of the colleges and schools establishes its own formula for compensating academic-year appointees who perform duties between the end of one academic year and the beginning of the next. When such a compensation formula is some percentage of the academic-year salary, the academic year referenced to calculate payment is the previous, not the forthcoming, academic year.

Salary paid through the University and earned between the close of one academic year and the beginning of the next is not included in the retirement contribution plan. However, a faculty member receiving such compensation may contribute to the TIAA/CREF, Vanguard, Fidelity, or VALIC programs by an agreed reduction of his or her salary, even though there is no matching contribution through the University. Faculty members should consult the Benefits Office of Human Resource Services for details.

The limit of additional salary that academic-year appointees may receive from unrestricted University funds is two-ninths of the academic-year salary. Academic-year appointees may earn as much as three-ninths of salary during the period between academic years if the additional funds are provided by outside support and if the arrangement has been approved in the regular grants-approval procedure. Fiscal-year appointees are not paid additional salary in lieu of vacation.

For academic-year appointees, a Summer Faculty Pay Form is required to authorize compensation for teaching, research, or other duties during the period that is not part of the academic year. Payment dates, which vary depending on the summer calendar, are announced by the Office of Accounting in the Vanderbilt Register late in the spring semester. No salaries will be paid in advance of the announced pay dates. Forms received by the Payroll Office after the announced deadline will be paid on the next established summer pay date.

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