

## [Faculty Handbook](#)

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# IV. Other Policies Governing Employment at Georgetown University

## A. Affirmative Action Grievance Procedures

Georgetown University Grievance Procedures to Investigate Allegations of Discrimination and Harassment

(Revised February 2014)

### Introduction

Georgetown University complies with federal laws and regulations and the District of Columbia Human Rights Act and acts in accordance with the University's Affirmative Action Plan. Therefore, the University has established these grievance procedures for the Office of Institutional Diversity, Equity, and Affirmative Action ("IDEAA") to review, investigate, and resolve alleged violations of the University's Equal Opportunity and Non-Discrimination in Employment and Non Discrimination in Education Policies, Affirmative Action Policy, the Policy Statement on Harassment, and the Policy Statement on Sexual Misconduct<sup>[1]</sup>.

These procedures cover allegations of unlawful discrimination and harassment in employment or education on the basis of age, color, disability, family responsibilities, gender identity and expression, genetic information, marital status, matriculation, national origin, personal appearance, political affiliation, race, religion, sex, sexual orientation, veteran status and other factors prohibited by law.

These internal Grievance Procedures to Investigate Allegations of Discrimination and Harassment provide a mechanism for faculty, staff, students, third parties and applicants for employment and admission to receive a prompt, fair, and impartial investigation and resolution on grievances of discrimination, harassment, and related retaliation. Proceedings involving grievances of sexual misconduct shall be conducted by officials who receive training on issues related to sexual harassment, sexual assault, relationship violence (including domestic violence and dating violence) and stalking and how to conduct a grievance process that protects the safety of injured parties and promotes accountability.

With respect to allegations of sexual misconduct, these procedures apply to situations in which a faculty or staff member is the accused. Students may also use these procedures to address off-campus behaviors, which may violate the policies on harassment and discrimination as they relate to educational and employment opportunities. If a student is the accused, the disciplinary codes of conduct of each of the campuses shall govern.<sup>[2]</sup> If an outside third party is the accused, IDEAA may refer the grievance to an appropriate authority for resolution and coordinate necessary corrective actions. A complainant may report a violation of the Policy on Sexual Misconduct to IDEAA or any Deputy Title IX Coordinator identified below, regardless of the identity of the accused individual or the place of occurrence of the alleged conduct, and IDEAA or the Deputy Title IX Coordinator will ensure that the report is forwarded to the correct individual.

The University strongly encourages any victim of unlawful discrimination, harassment, and/or related retaliation to report the incident and seek redress through IDEAA's Grievance Procedures. The University will provide a prompt investigation and thorough and careful resolution.

Complainants are encouraged to exhaust these procedures with regard to any grievance before pursuing remedies outside the University. However the University acknowledges the rights of Complainants to seek redress from any external enforcement agency including the District of Columbia Human Rights Commission, the Equal Employment Opportunity Commission, the Office of Civil Rights of the United States Department of Education and the United States Department of Labor's Office of Federal Contract Compliance. Complainants may also file a criminal complaint with the Metropolitan Police Department. The filing of an external complaint or investigation will not preclude the University from investigating and addressing issues or concerns raised to the University.

It is a violation of this policy to file a discrimination or harassment complaint for the purpose of injuring the reputation or causing harm to another person. Without minimizing the injury that can be suffered by the victim of discrimination or harassment, the University also recognizes that the filing of a discrimination or harassment complaint can have serious consequences for the person accused. That person, too, has rights that the policies on discrimination and harassment must preserve and protect. Therefore, any person who abuses this policy by knowingly filing a false complaint will be subject to discipline if IDEAA determines that the complaint was filed in bad faith. This provision is not meant in any way to discourage legitimate complaints. All complaints will be treated as confidential, as described further below.

#### **Confidentiality**

IDEAA expects complainants, respondents, and witnesses who participate in this process to maintain confidentiality due to the sensitive nature of grievances. IDEAA will preserve the confidentiality of information provided in connection with a grievance to the extent possible, consistent with the goals of a prompt and thorough investigation and resolution as well as compliance with the law. Educational Rights & Privacy Act (FERPA) / Health Insurance Portability and Accountability Act (HIPAA) at all times in the course of investigations. All publicly available records required to be maintained by law will omit the names and other personally identifiable information about complainants and other victims who choose not to file a grievance, to the extent permissible by law.

#### **Requirements for Filing Grievances**

1) Any applicant for employment or admission, current or former employee or student, or third party (hereinafter referred to as "Complainant") of Georgetown University may file a discrimination or harassment complaint with IDEAA. With respect to complaints of sexual misconduct where the accused is a student, a Complainant should contact the Deputy Title IX Coordinator of the student's campus who will explain the process for filing a complaint.

2) Complainants must file a grievance in writing within 180 days following the alleged act of discrimination, harassment, or related retaliation or the date on which the Complainant knew or reasonably should have known of the act. Nevertheless, individuals are encouraged to report acts immediately in order to maximize the University's ability to obtain evidence, and conduct a thorough, impartial investigation. Failure to report promptly may impair the University's ability to enforce its policies. IDEAA may, in its sole discretion, review grievances filed after one year under special circumstances.

3) A grievance must be filed in writing with IDEAA at M-36 Darnall Hall, electronically at [ideaa@georgetown.edu](mailto:ideaa@georgetown.edu), or by fax at (202) 687-7778.

#### **Provisions on Time Limits**

All of the time limits contained within these grievance procedures may be extended solely at the discretion of IDEAA. Any party requesting an extension must do so in writing. In cases of sexual misconduct complaints, IDEAA will make every effort to be reasonably prompt in investigating and resolving complaints. A typical investigation will conclude within ninety days from receipt of the grievance. IDEAA's investigation may be temporarily delayed while criminal investigators gather evidence. In the event any time frames need to be extended, IDEAA will inform both parties.

#### **Retaliation Prohibited**

University policies prohibit retaliation, harassment, or other adverse action against an individual for making a complaint in good faith, assisting in an investigation, opposing harassment/discrimination or otherwise exercising rights protected by law. University policies further prohibit taking any adverse academic or employment related action against an individual based on an unsubstantiated allegation or rumor of Prohibited Conduct. Retaliation should be reported promptly to IDEAA or the Deputy Title IX Coordinators and may result in disciplinary action up to and including dismissal. The University encourages individuals to make good faith reports.

#### **Administrative Review**

IDEAA has the authority to initiate an administrative review at any time when, in the judgment of the Vice President for Institutional Diversity and Equity (who is also the Title IX Coordinator), such action is warranted. A department head or other University official may also request IDEAA to conduct an administrative review, if this official becomes aware of alleged discrimination, harassment, or related retaliation. In cases where IDEAA conducts an administrative review and a respondent is identified, IDEAA will proceed to Step II of the Procedures for Processing Grievances below<sup>[3]</sup>.

#### **Conflict of Interest**

If there is a conflict of interest between the fact-finder or decision-maker and the Complainant or the accused (hereinafter referred to as the "Respondent"), the Director of Affirmative Action Programs will designate an alternate fact-finder or decision-maker. If the Director of Affirmative Action Programs has a conflict of interest, the Vice President of IDEAA will designate an alternate fact-finder or decision-maker. If the Vice President of IDEAA has an actual conflict of interest, the matter shall be referred to the Office of the President, which will designate an alternate fact-finder or decision-maker.

#### **Procedures for Processing Grievances**

##### *Intake*

1) IDEAA staff shall schedule an intake meeting with a potential complainant in order to provide the individual with a general understanding of the relevant policy and this grievance procedure, as well as University support resources, as appropriate. The intake meeting may also involve a discussion of any interim measures that may be appropriate concerning the individual's academic, University housing, and/or University employment arrangements.

2) At the request of the individual, IDEAA staff shall proceed to Step I Mediation, or the Step II Investigation process detailed below. Mediation shall not be used to resolve allegations of sexual misconduct, except in instances of alleged sexual harassment where both the individual and the accused request to proceed to Step I Mediation. If the individual wishes to proceed with Step I Mediation or Step

II Investigation, then IDEAA staff will meet with the respondent (hereinafter, the “Respondent”) to provide the Respondent a general understanding of the relevant policy and this procedure.

If the individual does not wish to pursue resolution or requests that his or her complaint remain confidential, IDEAA staff will inform the Complainant that the University’s ability to respond may be limited. In certain circumstances, IDEAA may determine that a Step II Investigation is necessary, even if the Complainant elects a different course of action. In such cases, the Step II Investigation will proceed as an Administrative Review, as outlined above.

In the event the Respondent is a member of a collective bargaining unit, IDEAA will coordinate with Human Resources or the appropriate administrative unit to ensure that all required notices are provided to the union. Questioning of a witness or party who is a member of a collective bargaining unit will proceed in accordance with applicable law, policies, and collective bargaining agreements.

### *Step I. Mediation*

1) IDEAA shall propose mediation to a Complainant desiring to resolve a dispute between himself/herself and a potential Respondent. If the Complainant agrees to mediate, the potential Respondent will be informed about the issue and asked to participate in mediation. If there is no agreement to mediate, the Complainant may proceed to Step II. In cases where sexual misconduct is alleged related to a student, IDEAA will not offer mediation to resolve Complainant’s allegations, except in instances of alleged sexual harassment where both the Complainant and the Respondent request to mediate, and the Complainant will not be asked to resolve his or her concerns directly with the alleged perpetrator.

2) If both parties agree to mediate, IDEAA’s staff or a representative chosen by IDEAA will conduct the mediation within a prompt and reasonable time frame.

3) If a mutually acceptable resolution is achieved through mediation, a written agreement between the parties will reflect the resolution and shall be signed and dated by the parties. Copies will be provided to both parties and IDEAA will monitor compliance with the terms of the agreement by both parties. The case will then be closed.

4) If mediation fails, IDEAA will inform the Complainant about the option to proceed to Step II.

5) All Complainants and Respondents have a right to end the Step I Mediation process at any time and can ask in writing for IDEAA to begin a Step II Investigation.

### *Step II. Investigation by IDEAA*

1) An individual or group of individuals may initiate a formal complaint by providing IDEAA a written and signed statement and any supporting documentation detailing the allegations of discrimination, harassment or related retaliation and identifying the individuals who engaged in the alleged conduct (the Respondent(s)).

2) IDEAA shall provide the Respondent and his/her supervisor, if applicable, a copy of the formal complaint and its supporting documents. The Respondent shall have an opportunity to submit a written response to the allegations and any supporting documents within twenty days of receipt of the formal complaint and its supporting documents. The Complainant will be provided a copy of this response and given the opportunity to submit a written rebuttal to Respondent’s statement within ten days of receipt of the response. Respondent will be given a final opportunity to respond in writing to Complainant’s

written rebuttal within ten days of receipt of the rebuttal. Both Complainant and Respondent may present evidence and identify witnesses who can provide information relevant to the allegations.

3) IDEAA shall within a prompt and reasonable time frame investigate the complaint and shall have access to all necessary information to do so and the opportunity to interview witnesses, as well as Complainant and Respondent.

4) Upon completion of the investigation, IDEAA shall prepare a written report. IDEAA uses the standard of preponderance of the evidence to ascertain if the University's policies have been violated. IDEAA shall maintain documentation to support the findings in its report, including, as applicable written findings of fact, and at the discretion of IDEAA, transcripts, and audio recordings.

### *Step III. Notification*

1) When IDEAA finds that no violation of policies governing harassment or discrimination has occurred, IDEAA will provide notice of the results to the parties on the same day, which shall be within thirty days of the conclusion of its investigation. Such notification will include an explanation of the appeal procedures in Step V.

2) When IDEAA finds that a violation of policies governing harassment or discrimination has occurred, IDEAA will:

a) Provide notice of the results to the parties on the same day, to the extent consistent with the confidentiality accorded to University personnel actions,<sup>[4]</sup> and within thirty days of the conclusion of its investigation. Such notification will include an explanation of the appeal procedures in Step V.

b) Forward its report to the Respondent's Executive Vice President or Senior Vice President, or his or her designee, or other University officials on a need-no-know basis, consistent with the above provisions addressing confidentiality<sup>[5]</sup>.

c) Direct that prompt remedial action be taken to correct the situation. Any sanction that is fair and proportionate to the violation may be imposed. In determining an appropriate sanction, any record of past violations of University policies, as well as the nature and severity of such past violations, may be considered. Sanctions will be determined with consideration given to applicable University policies.

### *Step IV. Corrective Action*

If corrective actions are imposed, IDEAA shall monitor their implementation. The appropriate Executive Vice President or Senior Vice President shall ensure that the approved corrective actions are smoothly implemented and take measures to protect against retaliatory actions related to the allegations resulting in the corrective actions.

### *Step V. Appeal*

An appeal may be made by Complainant or Respondent within 14 business days of IDEAA's notification of the results.

1) Grounds for Appeal

There are certain limited circumstances under which a case may be appealed. The appellant must demonstrate:

- a) A material failure to follow these Grievance Procedures during the investigation.
- b) Significant evidence was not considered, which would have altered the outcome of the investigation.

The other party (ies) will be given a chance to respond to the request for an appeal within [5] business days. The Vice President for Institutional Diversity & Equity, or her/his designee, will determine whether the request for an appeal is warranted. The parties will be informed of the decision within ten business days of receiving the request for appeal.

## 2) Appeal Procedures

- a) If the request for an appeal is granted, IDEAA shall notify the appropriate Vice President, Executive Vice President or Senior Vice President. This notification shall include a copy of the formal complaint naming the Complainant and Respondent and will explain the grounds on which the appeal was granted.
- b) IDEAA shall then initiate the selection procedures to form a three member Grievance Panel selected from the Equal Opportunity Examining Board made up of Georgetown University administrators, faculty and staff.<sup>[6]</sup> Grievances involving discriminatory denials of tenure, promotion or reappointment of faculty members shall be heard by panels composed of faculty or academic administrators only. The three member Grievance Panel to serve on an appeal shall be selected in the following manner:
  - i) Within five days from the date of IDEAA's decision to grant an appeal, the Complainant shall select one member of the Equal Opportunity Examining Board, and the Respondent shall select another.
  - ii) IDEAA shall promptly convene a meeting of these two selected panelists who shall choose the third member from the Equal Opportunity Examining Board to form the Grievance Panel.
- c) A member of IDEAA's staff shall present information about the complaint to the panel members who shall recuse themselves if they have prior knowledge of the complaint, the circumstances surrounding the incidents, or any other reason which might prevent them from rendering an impartial decision. If the panelist selected by the Complainant is recused, then Complainant shall select another panelist. If the panelist selected by Respondent is recused, then Respondent shall select another panelist. If the panelist selected by the two selected panelists is recused, then the two selected panelists shall select another panelist.
- d) The Grievance Panel is charged with reviewing IDEAA's investigation and determining whether the procedures were properly followed and that significant evidence was properly considered and weighed.
- e) The Grievance Panel shall have access to all relevant information and the opportunity to interview witnesses, including the opportunity to interview the IDEAA investigator(s), Complainant, and Respondent separately.
- f) The information presented to the Grievance Panel and its deliberations is confidential.
- g) Each party may choose an Advisor to accompany him/her to meet with the Grievance Panel. The Advisor may not speak on behalf of the party or otherwise represent the party, but may provide support and consult with the party outside of the presence of the Grievance Panel. Any party who will be accompanied by an Advisor who is an attorney must notify the Grievance Panel at least three business days prior to the meeting, so that arrangements may be made for the University's attorney to attend.

h) The Grievance Panel shall by majority vote reach one of the following results:

i) support the full results of IDEAA's investigation;

ii) support the results but recommend different corrective actions than those recommended by IDEAA;  
or

iii) reach different results and, if necessary, recommend different corrective actions than those recommended by IDEAA.

i) Within 45 business days from its formation, the Grievance Panel shall submit a report of its results to the Vice President for Institutional Diversity & Equity, or his/her designee, who will forward it with his or her approval and/or comments (if, for example, the Panel has not supported the full results of IDEAA's investigation) to the appropriate Executive Vice President or Senior Vice President. The appropriate Executive Officer may accept the Panel's recommendations or may reasonably modify the results with the concurrence of the Vice President for Institutional Diversity & Equity, or his/her designee. This official's decision is final and will be made within ten business days of receipt of the Grievance Panel's report. IDEAA shall provide notice on the same day to the Complainant, Respondent, and his/her supervisor, if applicable, of the final result.

j) If corrective actions are imposed, IDEAA shall monitor their implementation. The appropriate Executive Vice President or Senior Vice President shall ensure that the approved corrective actions are smoothly implemented and take measures to protect against retaliatory actions relating to the appeal or the underlying investigation or allegations.

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## Endnotes

<sup>1</sup> The definitions in the Policy Statement on Harassment and the Policy Statement on Sexual Misconduct are incorporated in this procedure. ([Return to text.](#))

<sup>2</sup> If the alleged perpetrator is both a University student and an employee, IDEAA will coordinate with the student's campus to determine the grievance procedures to apply. If an employee is the complainant and a student is the accused, the employee may consult with IDEAA in the investigation of the complaint, and IDEAA will coordinate with the student's campus to determine any sanctions. ([Return to text.](#))

<sup>3</sup> These procedures will proceed without a Complainant. ([Return to text.](#))

<sup>4</sup> Where IDEAA finds a violation of the Policy Statement on Sexual Misconduct, IDEAA may notify the Complainant of the sanction or remedial action imposed on the Respondent where the sanction or remedial action relates to the Complainant. ([Return to text.](#))

<sup>5</sup> For purposes of these procedures, if the Executive Vice President or Senior Vice President is a party to the matter, the President will be informed of the results and take the required actions. ([Return to text.](#))

<sup>6</sup> The members of the Equal Opportunity Examining Board are selected by IDEAA and include a diverse cross section of University employees. The Faculty Senate will also appoint at least two members to this Board. ([Return to text.](#))

## **B. Intellectual Property**

### **1. Preamble and Objectives**

Georgetown University has among its primary purposes teaching, research, and the expansion and dissemination of knowledge. Although development of patents and commercial applications is not a primary institutional goal, patentable inventions and other marketable forms of intellectual property do result from the research activities of Georgetown University's employees, including faculty, administration, and staff, as well as students and fellows, who may not be compensated for their activities (hereinafter collectively referred to as "Covered Individual(s)"). The University has an interest in protecting such intellectual properties in order to:

1. Serve the public good by promoting the disclosure, dissemination, and utilization of inventions which arise in the course of the University's research through established channels of commerce;
2. Encourage and provide tangible rewards to members of the University community who create such inventions;
3. Support further research and development by securing for the University a share in the proceeds of such inventions.

The Georgetown University Intellectual Property Policy (hereinafter "this Policy") has been established to provide for an equitable allocation of responsibilities and rewards among Inventors, their departments and schools, the University, and any external organizations that have sponsored and financed research activities at the University. These policies and procedures apply to the reporting of inventions by investigators, prosecution of patent rights by the University, development of commercial applications, distribution of financial benefit and expense within the University, and distribution of a share of net income from inventions to the Inventor(s).

### **2. Ownership of Inventions and Patents**

a. Georgetown University acquires ownership in all inventions--any new and useful process of discovery, art or method, machine, manufacture, or improvement thereof--made or conceived by a Covered Individual, provided such invention was made:

- i. during a research or other assignment given to a Covered Individual pursuant to a research project, grant or contract, or any other University administered program; or
- ii. utilizing facilities, equipment, funds, or other contributions of the University
- iii. the University has not entered into a research grant or contract agreement with express provisions to the contrary.

b. Inventions made by a Covered Individual exclusively on his or her own time and without the aid of any Georgetown University resources are the sole property of the Inventor, and:

- i. Patents from such inventions should be administered so as to not involve the name, facilities, or resources of Georgetown University;
- ii. Time spent in administering such patents should conform to the University policy on outside activities by an employee;

iii. In order to avoid a conflict of interest, a Covered Individual should not patent inventions which are in the specific field of the investigator's work in Georgetown University's research programs without permission from the University;

iv. Inventor-owned patents may, upon acceptance by the University, be assigned to Georgetown University at the option of the Inventor for administration under University patent policies, or in accordance with a specific agreement between the Inventor and the University.

c. Ownership and disposition of invention rights resulting from research financed wholly or partially by governmental, industrial, philanthropic or other organizations shall be determined by the rules, regulations, and procedures of the sponsoring organization and in accordance with the terms of the related research agreement and the policies of Georgetown University. A Covered Individual who elects to perform research on governmental, commercial, or other projects undertaken by the University is required to sign such supplemental agreements as are necessary to enable the University to fulfill its legal obligations with respect to patentable discoveries.

d. A Covered Individual who has developed an invention under Paragraph B1 or B3 above shall be required, at the request of the University, to execute the papers required for making application for patents in the United States and abroad and assignment of such patent applications or patents to Georgetown University or its designee. The expenses of any resulting patent proceedings are to be paid by the University or by its assignee.

e. Georgetown University may dispose of its rights obtained under Paragraph B1, B3, and B4 above as follows:

i. by selling, licensing, assigning, or otherwise exploiting such rights;

ii. by operating such rights for public use, if in the sole determination of the University after consultation with the inventor, principles of charity or public policy so demand;

iii. by releasing such rights to the Inventor, provided expenses already incurred by the University or an assignee are reimbursed by the Inventor or from the proceeds of commercial exploitation of the invention. Once rights have been released to the Inventor, University funds (including funds in discretionary GD accounts) may not be used to file a patent application or commercialize the invention.

by including such rights in a research contract with a third party under which such rights are assigned or licensed either in advance or otherwise, to the third party.

f. The conditions enumerated in this Policy shall be deemed to be a part of the terms of employment of University faculty, administrators and staff, and the terms of enrollment of University students.

### **3. Patent Law and the Inventor**

The Inventor is subject to many pressures in the academic community to publish materials describing research. Premature publication may, however, adversely affect the public use and benefits of scientific data. Ideas promulgated in the literature without adequate prior protection may ultimately be lost to the public good due to their limited commercial potential. It is important for the Inventor to be aware of the potential harm of premature publication, which severely undermines the patentability of an invention. Because of the great costs associated with bringing a product to market, companies are usually willing to

develop technology only if it is protected by patents. The inventor should consult the University Office of Technology Commercialization (OTC) whenever he or she has a question about patent rights.

This section of the policy is designed to acquaint the inventor with the basics of a complex and sophisticated area of the law. The OTC is available to assist in the application or interpretation of this policy. In general, a patent owner in the United States has a grace period of one year to file an application after disclosure through publication or public presentation of the nature of the invention. If the U.S. patent application is filed prior to any publication or presentation, worldwide patent rights are preserved for one year from the U.S. filing date. If, however, an invention or innovation is published or presented before filing a U.S. patent application, most foreign patent rights are lost. To fully protect foreign patent rights, it is therefore essential to file a U.S. patent application prior to any publication or presentation. The Inventor can help to safeguard inventions in the early stages of development by carefully noting ideas conceived in a lab notebook. As entries are made in the notebook, a dated signature by the Inventor and a witness should help protect the invention under U.S. Patent Law.

In order to protect the discovery's conception date, the Inventor must continue to make signed and dated entries for experiments where attempts to reduce the invention to practice are made. Diligence in recording efforts to reduce an invention to practice is vital. Without such diligence, efforts to establish the first invention date and to take advantage of the legal benefits flowing from it may be in vain. Careful notebook practices will help to protect the invention from subsequent Inventors even if an interloper reduces the invention to practice first, and/or files a patent application first.

#### **4. Duty to Disclose Inventions**

Inventions conceived and/or reduced to practice and which are covered by B1, B3, or B4 must be disclosed fully and in good faith to the OTC. When an Covered Individual conceives or reduces to practice an invention and judges that it may be valuable and serve the public good, that individual is required to report the invention through the Chair or Director of his or her Department, Center, or Institute to the OTC on the Georgetown University Invention Disclosure Form (Appendix B). It is the obligation of the Inventor to correctly identify any and all co-inventors on the Disclosure Form. The Inventor also has an obligation to disclose any potential conflict of interest in accordance with the University's Conflict of Interest Policies, and to execute all contracts, assignments, waivers, disclosures, or other legal documents necessary to vest in the University the rights to any invention in which it retains an interest. These obligations remain effective even after Inventors leave the University. Prosecution by an Inventor of patents on inventions to which the University has a right of ownership as described in Paragraph B1 without disclosure of the invention to the OTC and (if so requested by the University) assignment of ownership to the University, constitutes grounds for disciplinary action. Inventors may not enter into any patent agreements related to University intellectual properties with outside organizations without prior authorization from the OTC. The University retains this right of approval exclusively to itself.

#### **5. Office of Technology Commercialization**

The Office of Technology Licensing (OTC) shall be administered by a Vice President for Technology Licensing reporting to the Senior Vice President & Chief Administrative Officer of Georgetown University.

##### **a. Patenting of Inventions**

OTC will be responsible for initiating patent searches and will act as a liaison to the Office of University Counsel on patent, copyright and licensing issues. The OTC oversight responsibilities help to ensure that all Inventors receive consistent service from patent attorneys and have a central resource for the

coordination, handling, and retention of records related to their inventions. Patent files will be appropriately maintained by the OTC. Inventors will receive evaluations of the marketability of their inventions as well as reports on subsequent marketing to companies and other interested parties. Information on inventions will be disseminated broadly to many companies. Meetings to discuss the marketability of inventions will be arranged by the OTC, and the Inventor will be advised throughout the interaction with potential sponsors.

#### **b. Licensing of Inventions**

The OTC will be responsible for identification of potential commercial sponsors to develop intellectual property owned by the University, for marketing of properties to potential sponsors, and for negotiation of all research and development, licensing, and royalty agreements with sponsors in cooperation, as appropriate, with the Office of Sponsored Programs. Such agreements must conform to University policies, including but not limited to those governing academic freedom and conflicts of interest. Inventors may not independently market or license properties owned by the University. Sponsors may not use the name or logo of Georgetown University or those of any school or other component of Georgetown University, nor imply approval or endorsement of any product by the University in any commercial promotion without the written permission of the University. Once a company has decided to develop or commercialize an invention, the appropriate agreements will be drafted and negotiated with the licensee. Inventors will be kept informed of the negotiations and their input will be sought as appropriate.

The University does not differentiate as to the validity of the views of different inventors on the same patent application, but shall give due consideration to these views, and shall negotiate at all times in the interest of the University as a whole. Model agreements for interactions with commercial sponsors are available (Appendix B). Legal counsel will be consulted as required. The licensing agreement will be maintained by the OTC which will be responsible for its administration. The Inventor is, however, central to the licensing process. The Inventor is usually the best advocate and source of expertise for the invention. Throughout the search process for prospective companies to commercialize an invention, the Inventor is encouraged to actively participate and provide guidance. The Inventor's active involvement is often essential to the successful commercialization of a discovery. During the course of negotiation the Inventor's advice and opinions will be routinely sought. In the process of negotiations, the University will use its best efforts to guard the Inventor's freedom to publish, collaborate with other non-profit institutions, and transfer materials for non-commercial purposes to other researchers.

#### **c. Service to Inventors**

The OTC is available to advise Inventors on all questions concerning copyrights, patents, licensing and technology transfer. When an Inventor has an idea, early disclosure to the OTC will ultimately benefit the development of the idea. Members of the OTC staff may advise Inventors on the types of experiments the U.S. Patent Office might require for patentability or to strengthen an application. Searches may also be instituted to review other inventions in the field in order to avoid comparable development. Advice may be sought from others knowledgeable in the field and from patent attorneys. Early planning is crucial to both the development of inventions and to cost effective, commercially valuable technology.

#### **d. Financial Records and Reports**

The OTC will maintain financial records of the expenses and income related to each invention. The inventor will receive periodic financial reports on royalties paid to the University and distributed as described in Section G below. The Inventor has the right to examine the financial records of the OTC related to his or her inventions and copyrights.

### **e. Assignment of Ownership to Inventors**

It shall be the policy of the OTC, when a decision is made not to file a patent application on a particular invention, or to abandon all patents on a particular invention, to offer to assign to the inventor(s) ownership of the particular invention, subject to the rights of the United States Government in federally funded inventions. The University shall not differentiate between inventors. Circumstances may require that a written agreement be submitted to the University signed by all inventors concerning the inventors' joint decision as to the invention's disposition.

### **6. The University Committee on Intellectual Property (CIP)**

The University Committee on Intellectual Property (hereafter "CIP") shall be appointed by the President with representation from the principal faculties potentially affected by policies in this area and from the administration. It is chaired by, and is advisory to, the Vice President for Technology Licensing.

#### **a. CIP Membership and Meetings**

Membership of CIP shall comprise eleven faculty members, the Chief Financial Officer and Treasurer (or his/her designee), the General Counsel (or his/her designee), and the Vice President for Technology Licensing (Chair). The faculty membership shall include six faculty members nominated by the EVP of the Medical Center, three faculty members nominated by the Provost, and two faculty members nominated by the Faculty Senate. The CIP will meet at least quarterly, or more often if needed.

#### **b. CIP Functions**

It shall be the function of the CIP to advise the Vice President for Technology Licensing with respect to:

1. guidelines and procedures for implementation of the this Policy;
2. interpreting and applying this Policy in individual cases;
3. resolving disputes concerning the interpretation and application of this Policy;
4. recommending such changes in University policy, as may from time to time be desirable, to the Faculty Senate for formal deliberation and vote, and thereafter, for final approval to the President and the Board of Trustees. In particular, the CIP will periodically review specific dollar figures in this policy, and recommend revision as appropriate.

#### **c. Dispute Resolution**

The CIP will assist in the resolution of all disputes between individuals, or individuals and the institution, regarding ownership of patentable inventions or copyrights. The CIP will also assist in the resolution of disputes between Departments and other units over the distribution of royalties and other proceeds as described in Section G1 of this Policy. The CIP will review as appropriate the factual background of the dispute, which may include examining relevant documents and records relating to the invention's inception and development and/or interviewing potential Inventors and others who might be able to assist the CIP in its understanding of the dispute. After its review, the CIP will recommend a proposed course of action to the Vice President for Technology Licensing, whose decision is final.

### **7. Distribution of Financial Benefit and Expenses, Net Income and Equity**

Georgetown University assumes financial responsibility for inventions to which it takes ownership. This responsibility includes but is not limited to the costs of assessing patentability, filing and maintaining patents, marketing and licensing inventions, maintaining records, and defending against infringements and interferences. The University is not, however, obligated to protect or develop any particular technology or invention unless it has made an explicit contractual commitment to do so. Activities

related to the protection and marketing of University intellectual properties are intended to be self-supporting. The OTC is required to use the University's resources carefully, with a view to promoting the fiduciary interest of the institution as a whole.

**a. Distribution of Royalties and Other Income.**

Distribution of all royalties and other income from intellectual properties owned by the University shall be as follows:

1. **Deductions from Gross Receipts:** All direct expenses related to prosecuting and maintaining a patent, including fees for outside legal counsel, shall be reimbursed to the OTC from receipts related to the invention. In addition, 15% of gross receipts from each invention shall be allocated to the budget of the OTC. When the overall revenues from such receipts are sufficient to support the activities of the OTC, the percentage amount of the allocation may be reduced so that only the actual costs of the OTC's operations are deducted from gross receipts.
2. **Net Receipts:** Net Receipts, which shall be defined as gross receipts less the deductions in the preceding subsection a," shall be distributed as follows:
  1. One-half of Net Receipts (50%) shall be distributed to the Inventor(s) of the intellectual property. With respect to all intellectual property reported to the University pursuant to Section D of this Policy on or after May 4, 2006, the Inventor(s)' share shall be reduced to thirty per cent (30%) of Net Receipts once the Inventor(s) have received \$5M in cumulative Net Receipts. Thereafter, thirty percent (30%) of Net Receipts shall be distributed to the Inventor(s) . An Inventor's entitlement to payment under this paragraph is not dependent upon his/her continued employment at the university. In the case of the death of the Inventor, payment will be made to the Inventor's estate. If the payment is to be made over time, the payments will be made over the life of the patent. At the option of the Inventor, the Inventor's share may be returned to the Inventor's laboratory rather than to the Inventor personally. When there are two or more Inventors of a property, the Inventors' share of Net Receipts shall be allocated equally among the Inventors, unless a prior written agreement executed by all Inventors, the Executive Vice President for Health Sciences, and the Vice President for Technology Licensing provides a different allocation.
  2. 10% of Net Receipts shall be distributed to the President of the University (or his/her designee) for support of research and development throughout the institution;
  3. 30% of Net Receipts (40% of Net Receipts following the reduction of the Inventors' share from 50% to 30%) shall be distributed to the Executive Vice President of the Inventor's campus area (Main Campus, Medical Center, or Law Center). If the Inventor holds appointments on more than one campus, the campus share shall be divided among the EVPs proportional to the percentage of support provided. These funds are to be used for support of research and development on this campus or in interdisciplinary programs involving two or more campuses.
  4. 10% of Net Receipts (20% of Net Receipts following the reduction of the inventors share from 50% to 30%) shall be divided among the Departments, Centers, Institutes, Programs, Sectors, and Schools (hereinafter in this paragraph collectively "the Department(s)") in which the Inventor holds an academic appointment or staff position and from which the Inventor received his or her support, with the royalties to each proportional to the support it provided. Support shall be defined as financial support including without limitation, indirect costs and overhead recovered through grants and funded research (RX accounts), departmental funds (GX, GP or GD accounts), and lab space. In the event an Inventor reports an invention within a year after changing Department(s), there is a presumption that the royalty shall be split equally between the Department in which the Inventor formerly held and subsequently holds academic appointment(s). A Department's entitlement to

payment under this paragraph is not dependent upon the Inventor's continued employment by the University. Disputes arising under this section shall be resolved by the EVP for Health Sciences with advice from the CIP.

5. In any case involving multiple Inventors, the proportionate allocation of Net Receipts to the Inventors' respective campuses and Departments shall parallel their proportionate distribution to the Inventors.

#### **b. Distributions of Equity**

Distributions for license agreements containing equity arrangements will follow the same formula. Such distributions may require stock liquidation. All such distributions will be determined by the Chief Financial Officer and Treasurer.

#### **8. Copyright and Traditional Scholarship**

*The primary objective of the copyright is not to reward the labor of authors, but [t]o promote the Progress of Science and useful Arts.' To this end, copyright assures authors the right in their original expression, but encourages others to build freely upon the ideas and information conveyed by a work. This result is neither unfair nor unfortunate. It is the means by which copyright advances the progress of science and art."*

(Feist Publications, Inc.. v. Rural Telephone Service Co., 499 U.S. 340, 349 (1991), Justice Sandra Day O'Connor

#### **a. Purposes**

A main goal of Georgetown University, as a student-centered research institution, is the discovery, production, and dissemination of knowledge. The copyright policies of the University are intended to further that goal by providing appropriate incentives to faculty and members of the academic staff for the production of new knowledge.

#### **b. Traditional Independent Scholarship**

These policies are not intended to disturb the customary relationship between the University and the author of traditional scholarly works such as books, manuscripts, artistic works, movies and television programs. In general, the University does not claim "work for hire" status under Title 17 of the U.S. Code for such works. Traditionally, most published works written by members of the faculty have been viewed as the property of the author and have been published under agreements made by those authors without participation of the University. Where the criteria in Section I1 below apply, a formal agreement between the University and author must be made pursuant to the procedure described in Section I4 below.

#### **c. Support for Fair Use**

The University strongly encourages faculty members who publish traditional scholarly works to become familiar with their rights under copyright law, and to negotiate contracts with publishers that preserve rather than waive these rights. The University will seek to make available scholarly work of faculty on institutional servers in a manner consonant with copyright law, and encourages faculty to negotiate terms with publishers that allow access by the Academy and students. For information on copyright and fair use, see <http://www.lib.umn.edu/copyright/map.phtml>.

#### **9. Copyright and Other Intellectual Property**

While the University generally has not sought assignment by Covered Individuals of the copyrights in their traditional scholarly works (written or edited), it has generally required assignment of ownership rights in all other Intellectual Property made or conceived by Covered Individuals utilizing the facilities,

equipment, funds or other contributions of the University to a degree that is substantially in excess of what is normally provided to Covered Individuals. Consequently, in cases not involving traditional scholarly works, when the University provides substantially more than the usual support for the creation of copyrightable material or commercially valuable collections of information –for example, by subventing publication of scholarship or by committing University resources for the development of digital materials for teaching and learning –formal arrangements OTC must be drafted in order to ensure that rights, responsibilities, and prospective revenues are shared equitably between those who develop the Intellectual Property and the University as the provider of auspices and facilitating resources.

**a. Publication Subvention**

In those instances when both:

- (1) the University pays the full or a substantial part of the cost of publication (including such costs as printing, editing, etc., but excluding the salary of the primary author(s), and
- (2) the royalties or revenues from the publication are likely to exceed \$10,000, formal agreements concerning the ownership of the copyright and the division of these royalties must be made pursuant to the procedure described in Section I4 below.

**b. Software and Digital Resources**

Distinctions that once were common between texts intended to convey information (and subject to copyright guidelines) and research tools (potentially subject to patent guidelines) have become less tenable at a time when software is both copyrightable and potentially patentable and when courseware and digital academic resources are characterized by a high degree of interactivity. Software development by Covered Individuals frequently receives extensive support from the University. Similarly, digital resource for teaching and learning –that is, software (including Web pages programmed in native HTML, XML, or similar protocols, or created using an authoring package or a courseware-development system) and digital content materials designed for display and dissemination over the internet or over the University’s own network frequently are based upon the work of many hands (including instructional designers and technical staff), and they frequently depend upon the University’s network and computer systems and the staff who support them.

Consequently, the University may require assignment of an ownership interest in software, including courseware and digital academic resources, developed by Covered Individuals at the University. Formal agreements for these categories of Intellectual Property must be created in order to spell out the respective rights of the individual developers and the University. However, in order to encourage the development of technology-based instructional materials, the University may choose not to exercise its claim to such resources and instead to consider the copyright to lie with the developer(s). In particular, the University will not require assignment of ownership for basic web pages or entries in a course management system that are created and maintained by Covered Individuals without substantial assistance, and that simply provide information (including but not limited to reading assignments, other course requirements and links to relevant external Internet resources) specific to a faculty member’s course(s) and/or information about or copies of publications and other professional activities of a Covered Individual.

**c. Collections of Information**

The creation and maintenance of collections of information also frequently require extensive technical, staff, and systems support from the University. Consequently, the University may require assignment of an ownership interest in collections of information developed by Covered Individuals as resources for

scholarship and research. Formal agreements for this category of Intellectual Property must be created in order to spell out the respective rights of the individual developers and the University. However, in order to encourage the development and maintenance of such collections of information, the University may choose not to exercise its claim to such materials and instead to consider copyright and other ownership interests to lie with the individual developer(s).

#### **d. Formal Agreements**

Formal agreements between the University and Covered Individuals who develop software, digital resources, or collections of information will be created by the OTC. Because ownership of Intellectual Property is divisible in many ways, these formal agreements will generally be based upon an unbundling and distribution of ownership rights in order to grant the developers and the University the rights each finds more advantageous and the responsibilities each is best qualified to discharge. For example, if the University has made a substantial contribution (through its systems and support expertise) to the creation of software, digital resources, or collection(s) of information, a formal agreement may assign or license to the University the ability to exercise certain rights, including but not limited to:

- i. the right, on a limited, non-exclusive basis for the University to make and distribute copies of the material for use in teaching, scholarship, and research within the University.
- ii the right to control whether the University's name or logo is displayed in association with the material.
- iii. the right to require an appropriate acknowledgement of University support in the creation of the material.
- iv the right to reproduce and distribute portions of the material in compilations or other composite works,
- v. the right to reproduce and distribute portions of the material for uses directly related to advancing the mission or maintaining the culture of the University.
- vi. the right to be informed in advance of any licenses or assignments of the material by the author(s) or developer(s).

In addition, the formal agreement may specify certain situations or conditions that would trigger the application of a secondary policy. For example, if software, digital resources, or collection(s) of information are commercialized and they generate revenues, the University may reserve the right to a certain percentage of royalties to recover any investment it may have made in such software, digital resources, or collection(s) of information. As a second example, if the University, as an incentive for development, pays a stipend to a researcher to create software, digital resources, or collection(s) of information, that stipend must be repaid to the University from any revenues that accrue from the subsequent marketing of the materials.

#### **e. Responsibility to Initiate Formal Agreements**

In the case of software, digital resources, or collection(s) of information likely to require the use of University resources for creation, expansion, or maintenance, it is the responsibility of the Covered Individual(s) to initiate a formal agreement with the OTC. In the absence of an agreement to the contrary, the University will claim all authorship rights in software, digital resources, or collection(s) of

information created with University assistance as works made for hire under the Copyright Act Title 17 of the United States Code. However, a Covered Individual need not report or initiate formal agreements for basic Web pages or entries in a course management system that are created and maintained by that individual without substantial assistance, and that simply provide information (including but not limited to reading assignments, other course requirements, and links to relevant external Internet resources) specific to a faculty member's course(s), and/or information about or copies of the publications or other professional activities of the Covered Individual. A Covered Individual also need not report or initiate formal agreements for that employee's personal archives of data or of other materials relating to scholarship or research.

#### **9. Consulting**

Problems may attend the disposition of Intellectual Property that results from activities of Covered Individuals while engaged in the service or at the direction of a firm or institution other than the University. In general, the University recognizes the benefits of such activity to Covered Individual, and often to itself. However, the University is concerned about conflicts of interest that may arise from such activity. (Please refer to the Faculty Handbook under "Extramural Professional Activity" and the Financial Conflicts of Interest Policy.) In addition, the University is concerned not only about the potential loss of revenue but also about the imposition of noncomplete clauses that may hinder Covered Individuals from pursuing the University's mission of teaching and research or prevent Covered Individuals from participating in University-sponsored research-and-development projects.

##### **a. Consulting, Intellectual Property and University Resources**

In the cases of consulting activities involving the use of Intellectual Property developed with University resources, the Covered Individual should provide to the OTC a copy of any contract for work sponsored by an entity other than the University when the terms of the contract vest control of any resulting intellectual property in that entity. In such cases, the University may require that a formal agreement be created concerning the ownership of such resulting intellectual property, pursuant to the procedures described in Section I4 above. No consulting contract shall restrain or inordinately delay publication of the results of a researcher's University-related activities.

##### **b. Consulting, Intellectual Property, and Non-print Media**

In the cases of consulting activities resulting in the production of non-print analog or digital instructional materials (for example, for distance learning) for an entity other than the University, the Covered Individual should provide to the OTC a copy of any contract for such activity. In such cases, the University may require that a formal agreement be created concerning the ownership of the resulting intellectual property, pursuant to Section I4 above.

#### **10. Intellectual Property and Work for Hire**

##### **Employees**

In general, copyrightable material created by a Covered Individual pursuant to a specific direction or assigned duty (other than the teaching of courses) from the University or any of its units shall be considered a work made for hire and shall be property of the University. However, in the case of software, digital resources, collection(s) of information, or other audiovisual educational materials created by Covered Individuals pursuant to specific direction or assignment, the University may choose to share ownership with the individual developer(s). In such cases, formal agreements between the University and the individual employees will be created pursuant to the procedures described in Section C4 above, except that it is the responsibility of the University department or unit overseeing creation of the material to initiate review by the OTC.

## Students

In general, the foregoing terms also apply to students at the University. The University makes no claim of ownership to works created by students or other staff members working on their own, outside of an employment relationship with the University. As a condition of matriculation, however, the University reserves the right to make copies of dissertations as needed for the academic and archival purposes of the institution. In addition, the University requires that students waive any claims against the University, its employees, or fellow students arising out of the reproduction, excerpting, and/or distribution of student-authored postings to University-sponsored courseware Web sites or course management systems as needed for the academic, research, and archival purposes of the institution. Students working on a project governed by a contract or agreement to which the University is a party shall be bound by the terms of that contract or agreement. Students who are hired to perform specific tasks that contribute to a copyrightable work will ordinarily have no authorship or ownership rights in that work unless they have a prior written agreement with the author.

## 11. Appendices

### Appendix A – Definitions

1. **Device-Like Software:** Computer software primarily intended and likely to result in the accomplishment of a task or in allowing the user to produce, manage, analyze, or manipulate a product such as data, text, a physical object, or more software.
2. **Disclosure:** Executed form reporting the existence of a new invention.
3. **Covered Individual:** For purposes of this policy, any Georgetown University employee, (including without limitation faculty, administration, and staff members) or any student or fellow, who is engaged, whether or not for compensation, in University research work from which an invention or copyrightable work is developed.
4. **Intellectual Property:** Patent applications, patents, copyrights, inventions, trade secrets relating to said inventions, know how, improvements, and discoveries.
5. **Invention:** Any new and useful process or discovery, art, or method, machine, manufacture, device-like computer software, or improvement thereof.
6. **Inventor(s):** The individual(s) responsible for conceiving and reducing to practice an idea which becomes an invention.
7. **Reduction to practice:** Occurs at the time when an inventor can prove the product or process was produced or applied successfully. As a matter of law, the time of the filing of the patent application is presumptively the time of reduction to practice unless the inventor can demonstrate an earlier date. Diligence in recording efforts and successes in reducing an invention to practice are vital in establishing the earliest possible date of invention.
8. **Research and Development:** Investigation of fundamental knowledge or its applications in any academic discipline germane to the university, and reduction of that knowledge

to practice.

9. **Specific Field:** Area of research for which the inventor is supported by external or intramural funding or other institutional resources such as office or laboratory space, or has written investigational protocols on file at the University.
10. **Textual Software:** Computer software primarily intended and likely to result in informing or educating the user or in improving his or her general capabilities.
11. **Work Made For Hire:** Intellectual property produced in the performance of a grant or contract or as a part of an employee's assigned work responsibilities.

#### Appendix B – Documents

Copies of the following documents can be obtained from the OTC or its [website](http://web.archive.org/web/20150117084008/http://otc.georgetown.edu/) (<https://web.archive.org/web/20150117084008/http://otc.georgetown.edu/>).

1. Georgetown University Invention Disclosure Form
2. Model Confidential Disclosure Agreement
3. Model Materials Transfer Agreement
4. Model Exclusive and Non-Exclusive Licensing Agreements

Revised May 4, 2006

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### C. Financial Conflicts of Interest Policy

#### 1. Preamble

Despite the increasing frequency and complexity of the relationships of the University and its faculty and staff with industry, government and other entities, these relationships are governed by one basic principle:

*Employees of Georgetown University owe their primary professional responsibility to Georgetown University. To fulfill that responsibility they must be alert to the possibility that outside obligations, financial interests or employment relationships run the risk of compromising their objectivity as teachers, researchers, clinicians, and administrators.*

Acceptance of employment with the University entails a commitment to give one's best efforts to this end and to assign first priority to the needs and goals of Georgetown.

At the same time, the unprecedented growth of academic research and other externally sponsored programs over the last several decades has generated significant opportunities for collaboration between faculty members and companies attempting to convert program findings into commercially viable products. Accepting assistance and financial support from for-profit enterprises makes possible research and other programs on a scope unachievable without that support, and fosters the University's interest in serving society by making the benefits of its faculty members' research and expertise available to those who need it most. A faculty member must, however, be on guard that his or her objectivity is not threatened by obligations owed to the companies or organizations that sponsor University programs.

In addition, members of the Georgetown University community whose work is supported by public funds incur a special obligation to preserve the public trust. The Federal Government requires assurance that faculty members are aware of potential conflicts of interest arising from interrelationships with Federal agencies and commercial sponsors and of their obligation to notify appropriate University officials of all outside activities that may have conflict of interest implications. Likewise, University officers and others acting on behalf of Georgetown University have an obligation to avoid conflicts, and the appearance of conflicts, between their financial interests and the interests of the University in dealing with any organization or individual having, or seeking to have, any business relationship with the University.

To further these goals and in compliance with applicable Federal policies, <sup>[1]</sup> Georgetown University has developed a policy to identify and address potential, actual and apparent financial conflicts of interest. This Financial Conflicts of Interest Policy (the Policy) is designed to promote four fundamental objectives.

1. To heighten the awareness of faculty and staff to the potential for financial conflicts of interest, to identify conduct and situations that might constitute a conflict of interest, and to provide reliable and workable processes disclosing and eliminating or appropriately managing potential actual and apparent conflicts of interest.
2. To ensure that relationships between faculty members and external sources of funding are structured in such a manner as to enhance the University's mission in the areas of teaching and research.
3. To ensure that the relationship between faculty members and external sources of funding promotes values and practices essential to the pursuit of knowledge, including free and open communication among colleagues, the widest dissemination of research results through presentation at professional meetings and publication in professional journals, the encouragement of collaborative research, and the promotion of cordiality and mutual respect among researchers.
4. To ensure that University faculty and staff perform their responsibilities with objectivity and integrity and do not inappropriately benefit or appear to benefit personally, directly or indirectly, from an entity or person conducting or seeking to conduct business with the University.

The Policy applies to all employees of Georgetown University. It imposes initial disclosure requirements, however, only on

(1) FACULTY <sup>[2]</sup>

(2) STAFF who are responsible for (i) the procurement, exchange or sale of goods, services or other assets; (ii) the negotiation or formation of contracts or other commitments affecting the assets or interests of the University; (iii) the rendering of professional advice to the University; or (iv) managerial, supervisory or advisory functions related to the conduct of SPONSORED PROGRAMS; and

(3) INVESTIGATORS. All other employees are obliged to make appropriate disclosure<sup>[3]</sup> and follow the approval procedures required by the policy if and when they are in situations that require disclosure and/or approval under the Policy. Additional requirements applicable to federally sponsored research and educational activities are set out in Appendix B. Questions about disclosure obligations or procedures should be addressed to the appropriate Conflict of Interest Officer or to the Office of University Counsel.

This Policy does not address a variety of other practical or ethical issues that may arise during the course of University employment, such as conflicts in time commitments, misconduct in scientific research, and

other ethical issues, including those involving medical or scientific experimentation using human or animal subjects. Other University policies address these issues.

## **2. Conflict of Interest Guidelines**

Typically, a financial conflict of interest may arise when a person has the opportunity to influence University business, administrative, academic, or other decisions in ways that could lead to personal gain or advantage of any kind. A conflict of interest may also exist when a person has a Significant Financial Interest in a business from which he or she receives sponsored program support or whose value may be affected by research in which the person participates.

While it is difficult to specify precisely what constitutes an objectionable conflict in all situations, the guidelines set forth below establish general standards by which individuals must evaluate their behavior. The guidelines are divided into three categories:

1. conduct presumptively prohibited
2. conduct permitted only after review and approval; and
3. conduct merely requiring disclosure

The guidelines are not exhaustive of all potential conflict of interest situations. Where facts known to a person reasonably suggest an actual or apparent conflict of interest, the person is expected to disclose the circumstances and avoid the conflict of interest in good faith consistent with the spirit and objectives of this Policy.

### **a. Conduct Presumptively Prohibited**

This section of the guidelines describes conduct that is "presumptively prohibited". Presumptively prohibited conduct presents a prima facie conflict of interest and may not ordinarily be engaged in by any person covered under this Policy. The presumption may be rebutted and the conduct permitted if the person establishes by clear and persuasive evidence that such permission is justified by compelling circumstances.

The following factors, among others, may be considered in evaluating whether the person has made a sufficient showing of compelling circumstances: the nature of the research or educational activities or the University business involved; the magnitude of the interest and the degree to which it is related to the research or educational activities or the University business involved; in clinical research, the degree of risk to the human subjects involved that is inherent in the research; and the extent to which the interest is amenable to the effective oversight and management.

Section D of the Policy sets forth the applicable process for review and approval in such cases.

### **1. Significant Financial Interest in a Business**

If a person, a member of his or her family, or an associated entity possesses a significant financial interest (other than a consulting relationship) in a business, then the person may not

1. receive sponsored program support from the business; or
2. assign students, postgraduate students, fellows or other trainees to projects supported wholly or partially by sponsored program funding from the business.

### **b. Participation in University Decisions**

A person may not participate in any University decision that relates to or has any effect on a business (1) in which the person, a member of the person's family, or an associated entity or

(2) with which the person, a member of the person's family, or an associated entity has or is negotiating to have any paid consulting or employment relationship. Under such circumstances, a person shall promptly and fully disclose the conflict and rescue himself or herself from any participation in such a decision.

**c. Gratuities, Gifts and Favors**

A person may not solicit or accept gratuities, gifts, favors or anything of monetary value, in excess of \$100 per year per source, from an individual or a business that

(1) provides sponsored program support to that person or

(2) has or seeks to have a business association with the University over which the person has authority or influence.

Moreover a person participating in the selection, award or administration of agreements using Federal funds may not solicit or accept gratuities, gifts, favors or anything of monetary value from grantees/contractors or potential grantees/ contractors, regardless of value. Receipt of anything of monetary value permitted under this paragraph may additionally be subject to and must comport with other applicable University policies. Nothing in this paragraph shall preclude a person from soliciting or accepting gifts, donations, or bequests of any kind or in any amount on behalf of the University.

**2. Conduct Permitted Only After Review and Approval**

This section of the guidelines describes conduct a person may engage in only after review and approval in accordance with Section D of the Policy. The factors specified in Section B. 1 above maybe also be considered in addressing requests under this section.

**a. Significant Financial Interest in a Business**

If a person, a member of his or her family, or an associated entity possesses a significant financial interest (other than a consulting relationships) in a business, then unless he or she first discloses the significant financial interest and receives approval in accordance with Section D of the Policy, the person may not

i. engage in research on projects that. whether or not sponsored by the business, involve technology owned by or contractually obligated (for example, through a license) to the business;

ii. assign students, post-graduate students, fellows or other trainees to projects listed in Section B.2.a(1) above; or,

iii. make clinical referrals to such a business.

**b. Consulting Relationships**

A person may neither enter into nor continue a consulting relationship with a business from which he or she receives sponsored program support or that has or seeks to have a business association with the University over which the person has authority or influence, unless the person first discloses the facts and receives approval in accordance with Section D of the Policy. In addition, a person who enters into such a consulting relationship may not assign students, fellows or other trainees to projects that are either supported wholly or partially by sponsored program funding from the business engaging him or her for consulting or that involve technology owned by or contractually obligated to that business without first receiving specific approval, in accordance with Section D of the Policy, to make such assignments.

**c. Service in a Executive Position with a Non-University Entity**

A person may not serve in a compensated or uncompensated EXECUTIVE POSITION in, or serve with or without compensation on the advisory board of, a BUSINESS (not including a government agency, nonprofit organization, or an accredited educational institution) from which the person receives SPONSORED PROGRAM support, unless the person first discloses the facts and receives approval in accordance with Section D of the Policy.

**d. USE OF THE UNIVERSITY'S NAME**

A person who has a SIGNIFICANT FINANCIAL INTEREST in a BUSINESS or is affiliated with or performs services for a BUSINESS, may not authorize that BUSINESS to use the University's name, symbols, or logo to imply endorsement of the BUSINESS by the University, or to give undue prominence to the fact that the person is associated with the University, unless the person first discloses the facts and receives approval in accordance with Section D of the Policy. In addition, the person must comply with any other applicable University requirements.

**e. USE OF UNIVERSITY FACILITIES**

A person may not enter into an agreement with a BUSINESS involving the use of facilities or resources belonging to or utilized by the University, including the person's office or laboratory, unless the person first discloses the facts and receives approval in accordance with Section D of the Policy. This procedure supplements and does not supersede space allocation procedures utilized by the University and its campuses.

**f. GOVERNMENT-FUNDED ACTIVITIES**

If a person, a member of his or her FAMILY, or an ASSOCIATED ENTITY has a SIGNIFICANT FINANCIAL INTEREST in a BUSINESS, the person may not without prior disclosure and approval in accordance with Section D of the Policy:

1. be responsible for the design, conduct or reporting of or otherwise participate in government-funded research, educational or clinical care activities that would reasonably appear to be directly and significantly affected by such BUSINESS interest: or
2. participate by testifying, making recommendations, or voting, in any internal or external decision-making process involving the award or distribution of government funds where the testimony, recommendation or vote would reasonably appear to be directly and significantly influenced by such BUSINESS interest.

**3. CONDUCT REQUIRING DISCLOSURE**

This section of the guidelines describes conduct which, while not presumptively prohibited or subject to prior approval of an institutional official, must be disclosed in accordance with Section C of the Policy. Conduct requiring disclosure is subject to review in accordance with Section D of this policy and, depending on the circumstances, may be conditioned or prohibited. Such conduct may also be subject to other University policies. The factors specified in Section B. 1 above may also be considered in addressing matters disclosed under this section.

**a. SERVICE in an Executive Position with A NON-UNIVERSITY ENTITY**

If a person assumes or holds a compensated or uncompensated EXECUTIVE POSITION in, or serves with or without compensation on any advisory board of, a BUSINESS (not including a government

agency, nonprofit organization, or an accredited educational institution) with which the University has a substantial business relationship known to the person, the person must promptly and fully disclose the facts in accordance with Section C of the Policy and recuse himself or herself from participation in any University decision that relates to or has an effect on the subject BUSINESS.

## **b. PUBLICATIONS OR PRESENTATIONS**

If a person, a member of his or her FAMILY, or an ASSOCIATED ENTITY possesses a SIGNIFICANT FINANCIAL INTEREST in a BUSINESS, the person may not publish or give a public oral presentation on the results of research sponsored by such a BUSINESS, or of research on TECHNOLOGY owned by or contractually obligated to such a BUSINESS, without first disclaiming in the publication or presentation any endorsement by the University. The person must also disclose the SIGNIFICANT FINANCIAL INTEREST to the potential PUBLISHER or sponsor of the public presentation, regardless of whether the PUBLISHER requires such a disclosure.

## **c. CONSULTING RELATIONSHIPS**

If a person enters into a CONSULTING RELATIONSHIP with a BUSINESS and the CONSULTING RELATIONSHIP is in the field of the person's professional responsibility at the University, he or she must fully and promptly disclose the facts in accordance with Section C of the Policy, regardless of whether or not the person receives SPONSORED PROGRAM support from the BUSINESS or has any other SIGNIFICANT FINANCIAL INTEREST in the BUSINESS, and recuse himself or herself from participation in any University decision that relates to or has an effect on the subject Business. This paragraph may supplement but does not supersede other requirements detailed in the Faculty Handbook or other University policies.

## **C. INITIAL AND ANNUAL DISCLOSURE REQUIREMENTS**

The following disclosure requirements are intended to elicit the basic information the University needs to determine whether a person has an actual or apparent conflict of interest, as detailed in Section B above. More detailed information may be requested and required by the Conflict of Interest Officer to ensure the appropriate consideration and resolution of any such actual or apparent conflict of interest.

### **1. INITIAL DISCLOSURE**

All (1) FACULTY, and (2) STAFF who are responsible for (i) the procurement, exchange, or sale of goods, services, or other assets; (ii) the negotiation or formation of contracts or other commitments affecting the assets or interests of the University; (iii) the rendering of professional advice to the University; or (iv) managerial, supervisory, or advisory functions related to the conduct of SPONSORED PROGRAMS; and (3) INVESTIGATORS are required to complete and submit a disclosure form upon their employment by the University.

### **2. ANNUAL and Updated DISCLOSURES**

All INVESTIGATORS are required to submit a disclosure form on an annual basis during the pendency of an award. In addition, all persons whose initial or subsequent disclosure reveals an actual or apparent conflict of interest are required to submit disclosure forms on an annual basis until relieved of that obligation by the appropriate Conflict of Interest Officer. All persons identified in Section C.1 of the Policy are also required to submit revised forms at any point at which their most recent disclosure becomes incomplete or inaccurate (e.g., if a SIGNIFICANT FINANCIAL INTEREST arises or changes, a research activity commences, a funding application is submitted, or the person's University authority or influence changes). With the approval of the University Conflict of Interest Committee (see Section D.2

of the Policy), each campus and University Services area of the University will develop a procedure to notify FACULTY, STAFF, and INVESTIGATORS annually of their reporting obligations. Specific information regarding the reporting procedures for each campus and University Services area may be accessed at (insert link)

### **3. DISCLOSURE FORM**

Disclosures shall be made on a form or in a format approved by the University Conflict of Interest Committee. While all such forms must meet the requirements set forth in the Policy, the three campuses and University Services may, with the Committee's approval, use different forms and formats for the purposes of the reporting required under this Policy. All disclosure forms will require individuals identified in Sections C.1 and C.2 of this Policy to disclose any activities or relationships described in Section B of the Policy. INVESTIGATORS must additionally report any SIGNIFICANT FINANCIAL INTEREST: (1) that would reasonably appear to be affected by research or educational activities for which external funding is sought or has been awarded; or (2) in entities whose financial interests would reasonably appear to be affected by such research or educational activities.

Disclosure forms will be considered strictly confidential, to the extent permitted by law, and the information on the disclosure forms will be shared only with those who have a need to know under this Policy and/or applicable law. The appropriate Office of the Executive Vice President, Vice President, or Director, as the case may be under Section D.1 of the Policy, will establish procedures for maintaining and preserving confidentiality. Completed disclosure forms will be forwarded to the appropriate Conflict of Interest Officer designated under Section D.1 of the Policy. INVESTIGATORS must provide any required disclosures to the appropriate designated individual prior to the submission of an application to PHS (including the National Institutes of Health) or the National Science Foundation ("NSF").

#### **a. DISCLOSURE OF OWNERSHIP INTEREST OR EXECUTIVE POSITION**

When the disclosure required is a disclosure of an ownership interest or of an EXECUTIVE POSITION, the disclosure must contain the following information, when applicable:

1. the name and address of the BUSINESS and a general description of the BUSINESS;
2. a statement of the fair market value of the investment or interest held described in broad categories similar to that on Federal disclosure forms (for instance, the investment is worth \$10,000 or less; more than \$10,000 but less than \$50,000; more than \$50,000 but less \$100,000; \$100,000 or more; all values given shall be the aggregate for all holdings of the person and the person's FAMILY);
3. a statement indicating whether the interest, when aggregated for the person and his or her FAMILY, represents more than five percent of total ownership in the entity; and
4. the position held in the BUSINESS by the person.

#### **b. DISCLOSURE OF INCOME, FEES, LOANS OR OTHER SIGNIFICANT FINANCIAL INTEREST**

When the disclosure required to be given is of income, fees, loans or other sums, the disclosure shall include the following information, when applicable:

1. the name and address of the BUSINESS and a general description of the BUSINESS activity;

2. a statement of the aggregate annual amount of income/compensation received from the BUSINESS described in broad categories similar to that on Federal disclosure forms (for instance, income/compensation is \$10,000 or less; more than \$10,000 but less than \$50,000; more than \$50,000 but less than \$100,000; \$100,000 or more; all values given shall be the aggregate for the person and the person's FAMILY);
3. in the case of a loan, the annual interest rate, the security, the terms for repayment and the names of any guarantors.

#### **D. IMPLEMENTATION OF THE CONFLICT OF INTEREST POLICY**

##### **1. INITIAL CAMPUS REVIEW**

A. As detailed in Section D.1.b below, each campus and each University Services area shall appoint an individual (the "Conflict of Interest Officer") who shall be responsible for:

1. distributing, collecting and reviewing the disclosure forms required by Section C of the Policy;
2. transmitting his or her determinations under Section D. 1.a(3) above, and any appeal of such determinations, to the University Conflict of Interest Committee for action in accordance with Section D.2.c.(2) of the Policy.
3. transmitting appeals of his or her determinations under Section D.1.a(2) above to the appropriate individual referenced in Section D.2.c.(1) of the Policy;
4. determining whether alleged noncompliance or breach of the Policy has occurred;
5. determining if conduct governed by Sections B.1 and B.2 of the Policy will be permitted, and if so, under what, if any, restrictions or limitations. Appropriate restrictions and limitations may include, without limitation public disclosure of SIGNIFICANT FINANCIAL INTERESTS, monitoring of research by independent reviewers, modification of the research plan, divestiture of SIGNIFICANT FINANCIAL INTERESTS, severance of relationships that create actual or potential conflicts, and disqualification from participation in all or a portion of the research or other activity;

All determinations made under Sections D.1.a(2) and D.1.a(3) above shall be communicated to the affected party in the form of a written statement that sets forth the basis for the decision.

b. In the case of the Main Campus, the Medical Center and the Law Center, the Executive Vice President for the respective campus shall appoint the Conflict of Interest Officer referenced in D.1.a above. In the case of the University Services areas, the Senior Vice President and Chief Administrative Officer shall appoint the individual referenced in D.1.a above. Specific information regarding individual appointments for each campus and University Services area may be accessed at (insert link)

Conflict of Interest Officers shall submit their disclosure forms, and any request to engage in conduct covered by Section B.1 or Section B.2 of the Policy, to the Executive Vice President or Senior Vice president responsible for their appointment, who shall discharge the review functions referenced in D.1.a above with regard to the Conflict of Interest Officer.

University employees who are subject to the Code of Conduct for the Officers and Senior Administrators of Georgetown University ("Code of Conduct") shall make initial, subsequent and annual disclosures as required by the Code of Conduct to the Secretary of the University, who holds an appointment from the University Board of Directors and is vested with the duty and authority of the conflict of interest officer under the Code of Conduct.

##### **2. THE UNIVERSITY CONFLICT OF INTEREST COMMITTEE**

###### **a. COMPOSITION**

The University Conflict of Interest Committee (the Committee) shall consist of seven (7) principal members, three (3) appointed from the ranks of the full-time FACULTY, three (3) appointed from the ranks of campus non-FACULTY employees, and one (1) appointed by the Senior Vice President and Chief Administrative Officer, as detailed below.

- The Faculty Senate shall select or elect the three (3) FACULTY members, one (1) from the Main Campus, one (1) from the Medical Center, and one (1) from the Law Center.
- The Executive Vice Presidents of the three campuses shall each appoint one (1) non-FACULTY member from their respective campuses.
- The Senior Vice President and Chief Financial Officer shall appoint one (1) individual from a University Services area.
- The following personnel or their designees (designees must be appointed for a full term) shall also serve as advisors to the Committee in the prescribed circumstances:
- the director of the sponsored programs office of the campus from which the issue originates when the matter at issue involves SPONSORED PROGRAM support;
- the Vice President for Technology Commercialization of the Office of Technology Licensing when the matter at issue involved the transfer of intellectual property;
- the Conflict of Interest Officer who made the determination that has been appealed to the Committee.

Seven (7) alternate Committee members, to serve when principal members are unavailable in adequate number, shall also be appointed with the Faculty Senate selecting or electing one (1) FACULTY member from each of the three campuses, the Executive Vice Presidents appointing one (1) non-FACULTY member from their respective campuses and the Senior Vice President and Chief Administrative Officer selecting one (1) individual from a University Services area.

The normal terms of service for members, whether principal or alternate, elected or appointed, is three years. Members, with the exception of the ex officio members, are not eligible to serve more than two terms consecutively. Terms commence on July 1 and expire on June 30, but a member may continue to participate in any case pending on the date his or her term expires. The University President shall appoint from the members of the Committee a Chair and Vice Chair to serve three years each.

## **b. DUTIES OF THE COMMITTEE**

The Committee shall:

1. set policies for conflict of interest consistent with this document;
2. conduct annual reviews of the past year's decisions to allow conduct covered by Section B.1 and Section B.2;
3. establish specific requirements for the disclosure forms described in Section C of the Policy;
4. develop and publish procedures supplemental to those set forth in the Policy for implementing the disclosure and approval process; and
5. make final determinations in matters appealed to the Committee in accordance with Section D.2.c.(1) or Section D.2.c.(2) of the Policy.

## **c. COMMITTEE CASE DISPOSITION**

Committee decisions regarding compliance with this Policy fall under two separate headings. Class I covers cases in which a person appeals a decision by the individual designated under Section D.1 of the Policy to disallow or restrict conduct covered by Section B.1 or B.2 of the Policy where such a decision has

in turn been upheld by the relevant official described in Section D.2.c.(1) below. Class II covers cases in which an allegation has been made that a person has violated the Policy and may therefore be subject to disciplinary measures.

Decisions in Class I cases are final and not subject to FACULTY or other relevant grievance code procedures, but proposed or actual administrative actions pursuant to Class II decisions are subject to such procedures. All decisions of the Committee shall be in the form of a written statement setting forth the basis for the decision and shall be by majority vote of those voting, with a majority of the Committee constituting a quorum. Persons who are the subject of cases shall have the right to ask the chair of the Committee to replace any member for actual or apparent bias.

#### **1. CLASS I CASES**

Decisions of the a Conflict of Interest Officer to disallow or restrict conduct covered by Section B.1 or B.2 of the Policy shall, upon request of the affected person, be reviewed by the Executive Vice President or Senior Vice President who appointed the responsible Conflict of Interest Officer. Decisions by these reviewers or by the University Secretary pursuant to Section D.1.b above to allow such conduct shall be final and not subject to appeal. Decisions by these reviewers or by the University Secretary pursuant to Section D.1.b to disallow or restrict such conduct may be appealed to the Committee. All decisions on review shall be provided to the affected party and shall be in the form of a written statement setting forth the basis for the decision. Pending review of a decision under this subsection, the responsible Conflict of Interest Officer or the Secretary may require such interim action, such as disallowing or restricting conduct under a federal award, as he or she deems necessary to comply with federal regulations or serve the best interest of the University.

The Committee will decide appeals in accordance with this Policy and with the policies established from time to time by the Committee. The Committee shall endeavor to develop a consistent body of decisions that can guide the Committee in future deliberations on similar cases. All decisions of the Committee shall be provided to the affected person and shall be in the form of a written statement setting forth the basis for the decision. Decisions of the Committee shall be transmitted by the Committee to the University President and shall be final unless overruled within thirty (30) days by the President. Any decision by the President to overrule a decision of the Committee shall be in the form of a written statement setting forth the basis for the President's action.

Except as provided in the Policy, all information generated or used in the proceedings of the Committee shall be held in strictest confidence. <sup>[4]</sup> The complete file of the proceedings shall be preserved on a confidential basis in the Office of the Secretary of the University. At the discretion of the Committee, decisions rendered in previous cases shall be available to persons who demonstrate a specific need, such as a need to prepare a case before the Executive Vice President or the Committee, or a need for guidance in determining whether or not to undertake or approve a proposed activity. The Committee shall redact all identifying characteristics when releasing previous decisions.

#### **2. CLASS II CASES**

When, consistent with Section D.1(a)(5) of this Policy, a Conflict of Interest Officer or the University Secretary transmits to the Committee for action his or her determination that an alleged infraction of the Policy has in fact occurred, or when such a determination is appealed to the Committee by the affected person, the Committee shall review the matter and make its own determination. The initial referral by the Conflict of Interest Officer will be promptly reported by the Committee to the person who has allegedly committed the infraction. The Committee shall receive any written or oral submission that the person may wish to provide within a reasonable time set by the Committee for such submissions, and he

or she shall have the right to know the evidence against him or her on which the allegation of an infraction is based. If the Committee upholds the determination that an infraction has occurred, the Committee will make recommendations to the referring Conflict of Interest Officer with regard to further action. Such further action may include without limitation oral admonishment, written reprimand, reassignment, ineligibility for future grants, IRB approval or supervision of graduate students, demotion, suspension with or without pay, or separation. The recommendation made by the Committee to the Conflict of Interest Officer shall be in writing and a copy shall be provided to the affected person. Actions taken subsequently by any campus official on the basis of the Committee's recommendation shall be subject to review under any relevant provision of an established University grievance procedure.

#### **E. WAIVER**

The Policy shall be interpreted and applied in a manner that best advances its goals and purposes and best serves the interests of the University. It may be revised periodically by the Committee to reflect developments in the applicable law and to reflect and clarify the Policy's institutional interpretation and application.

#### **APPENDIX A - DEFINITIONS**

1. An "**ASSOCIATED ENTITY**" means any trust, foundation, partnership or other privately held entity in which a person, alone or together with one or more members of the person's FAMILY, holds any interest in income or assets.
2. "**BUSINESS**" means any corporation, firm or other legal entity organized for profit or charitable purposes, excluding Georgetown University.
3. For the purposes of this Policy only, "University Services" means any component of the University not under the administrative jurisdiction of one of the three campus Executive Vice Presidents. Authority granted in the Policy to the Director of a University Services area is not in addition to that of a relevant Vice President, but rather shall only exist when the University Services area does not report to a Vice President.
4. "**CONSULTING RELATIONSHIP**" means any arrangement by which a person provides services for more than \$10,000 in compensation of any kind in any given year as an independent contractor or employee to any entity other than Georgetown University. For the purposes of this Policy it also means publication agreements for which an individual receives more than \$10,000 in compensation of any kind.
5. An "**EXECUTIVE POSITION**" means a position as director, officer, partner, trustee or other position of management in a BUSINESS. This term does not include a position on a scientific advisory board.
6. The term "**FACULTY**" as used in the Policy includes all full-time faculty members, part-time faculty members, and visiting faculty members. Although the term does not include volunteer faculty members, a department chairperson may, under appropriate circumstances and with notice to the person affected, designate a volunteer faculty member in his or her department as "faculty" for the purposes of the Policy. In addition, the Executive Vice President for each of the three campuses may at his or her discretion in writing exempt as a class part-time and/or visiting faculty from this definition and from all or a portion of the Policy, provided exempted individuals are not engaged in research or educational activities funded by the Federal government.
7. The "**FAMILY**" of a person includes that person's spouse and dependent children.
8. "**INVESTIGATOR**" means the principal investigator, co-principal investigator(s) and any other person who is responsible for the design, conduct or reporting of research or educational activities

- funded by a federal government agency or other external sponsor, or proposed for such funding, and includes the Investigator's spouse and dependent children.
9. "PHS AWARDING COMPONENT" means the organizational unit of the PHS that funds the research.
  10. "**PUBLISHER**" refers to the publisher of a book, journal, or other scholarly work in which a **FACULTY** or member publishes the results of activities conducted at Georgetown University, using Georgetown University resources, or under Georgetown University's auspices; the sponsor of a seminar, conference or academic gathering at which such research is discussed; and the editorial staff of any publication in which the results of such research appear. "Publishing" includes what is ordinarily considered as publishing in any written or electronic medium, as well as speeches, public communications and other formal presentations.
  11. A "**SIGNIFICANT FINANCIAL INTEREST**" means any of the following when aggregated for a person and members of his or her **FAMILY**:
    1. an equity interest in a **BUSINESS**, such as stock, stock options, or warrants, if the value of such ownership is more than \$10,000, or if the ownership interest represents more than 5% of ownership interests in that **BUSINESS**, or any other ownership interest with a value of more than \$10,000. This definition does not include any interest owned solely by reason of investment in a **BUSINESS** by a mutual fund, pension fund, or other institutional investment fund over which the person or **FAMILY** member exercises no control;
    2. an interest in intellectual property (such as a patent or copyright), or any royalty or other payment or entitlement related to the intellectual property interest, expected to exceed \$10,000 over the next twelve months;
    3. the right to receive from a **BUSINESS** compensation, such as salary, consulting fees, honorarium, or any other form of payment for services (including the value of goods and services), in an annual amount of more than \$10,000.
    4. a loan from, or other indebtedness to, a **BUSINESS**, regardless of the amount.
  12. The term "**SPONSORED PROGRAM**" as used in the Policy is a research or other activity supported or paid for in whole or in part, directly or indirectly, from external sources. "Sponsored program support" means the funds or other things of value given to enable a sponsored program to be performed.
    1. An external source can include a government department or agency (foreign, federal, state, or local); a not-for-profit foundation, corporation or organization; a for-profit corporation or **BUSINESS** entity; and any natural person who supports research or other activities through the donation or commitment of funds other than University funds.
    2. Programs or research qualify as sponsored programs even if the sponsored program support comes from University funds. Programs or research also qualify if the sponsored program support comes from a University-administered fund and the research or program and **INVESTIGATORS** are selected by University personnel, so long as the sponsored program support comes from an extramural source and the extramural source is aware that some or all of its funding has been placed in a University-administered research or program fund.
  13. The term "**STAFF**" as used in the Policy includes all those University employees who are not "**FACULTY**" as defined above, including non-teaching academic staff.
  14. The term "**TECHNOLOGY**" is used inclusively in this Policy to mean any instrument, machine, device, process, software, compound, drug, or diagnostic, medical or surgical procedure.

## **Appendix B-Additional Provisions Applicable to Certain Federally Sponsored Research and Educational Activities**

Research and educational activities funded by or proposed for funding by PHS or NSF are subject to certain requirements imposed by PHS regulations and NSF's Award Administration Guide, as amended from time to time (include links to the PHS regulations(42 C.F.R. Part 50, Subpart F.) and the Guide). As of (September 17th, 2008), the University implements those requirements as follows.

#### 1. Subawardees and Collaborators

If the University carries out federally-funded research or educational activities through subgrantees, contractors, or collaborators, the University will take reasonable steps to ensure that INVESTIGATORS working for such entities comply with applicable federal requirements regarding conflicts of interest, either by requiring those INVESTIGATORS to comply with this Policy or by requiring the entity to provide assurance to the University that will enable the University to comply with federal requirements.

#### 2. Recordkeeping

##### a. PHS-funded Research

The University shall maintain records of all financial disclosures and of all actions taken by the University with respect to each conflict of interest in connection with PHS-funded research for at least three years from the date of submission of the final expenditures report or, where applicable, as provided in 45 C.F.R. § 74.53(b) for different situations.

##### >b. NSF-funded Research and Educational Activities

The University shall maintain records of all financial disclosures and of all actions taken to resolve conflicts of interest in all NSF-funded research and educational activities for at least three years beyond the termination or completion of the grant to which they relate, or until the resolution of any NSF action involving those records, whichever is longer.

#### 3. Access to Records

Pursuant to PHS regulations, the University will make information available, upon request, to the U.S. Department of Health and Human Services regarding all conflicting interests that have been identified by the University and how those interests have been managed, reduced or eliminated to protect PHS-funded research from bias.

#### 4. Conflict-of-Interest Reports

##### a. PHS-funded Research

(1) Prior to the University's expenditure of any funds under a PHS award, the University will report to the PHS AWARDING COMPONENT the existence of a conflicting interest (but generally not the nature of the interest or other details) found by the University and assure that the interest has been managed, reduced or eliminated in accordance with federal regulations.

(2) If the University identifies any conflicting interest following the University's initial report under a PHS award, the University will report to the PHS AWARDING

COMPONENT the existence of the conflicting interest (but generally not the nature of the interest or other details) and manage, reduce, or eliminate the interest, at least on an interim basis, within sixty days of that identification.

(3) If the failure of an INVESTIGATOR to comply with this Policy has biased the design, conduct, or reporting of PHS-funded research, the University will promptly notify the PHS AWARDING COMPONENT of the corrective action taken or to be taken.

(4) If the U.S. Department of Health and Human Services concludes that a clinical research project funded by PHS for purposes of evaluating the safety or effectiveness of a drug, medical device, or treatment has been designed, conducted or reported by an INVESTIGATOR with a conflicting interest that was not disclosed or managed as required under this Policy, the INVESTIGATOR must disclose the conflicting interest in each public presentation of the results of the research.

#### b. NSF-funded Research and Educational Activities

In the event that the University is unable to manage satisfactorily a conflict of interest that relates to an NSF-funded activity, the Chair of the University Conflict of Interest Committee in consultation with the appropriate Executive Vice President will so inform the NSF Office of the General Counsel through the NSF FastLane system.

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## Endnotes

1. For example, federal regulations governing research funded by or proposed for funding by the U.S. Public Health Service (42 C.F.R. part 50, subpart F (applicable to grants and cooperative agreements); 45 C.F.R. part 94 (applicable to contracts)) and the National Science Foundation's ("NSF's") conflict-of-interest policy covering research and educational activities funded by or proposed for funding by NSF Award Administration Guide (January 2008). ([Return to text.](#))
2. From this point forward terms that are defined in Appendix A are shown in uppercase letters. ([Return to text.](#))
3. See Section C for a full description of the disclosure requirements. ([Return to text.](#))
4. Subject to access under relevant government regulations. ([Return to text.](#))

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## D. University Code of Procedure for Alleged Misconduct in Research (2012)

### A. APPLICABILITY

This code applies to any person holding a University appointment or otherwise employed by the University who is alleged to have engaged in misconduct in research, including sponsored research [1]. This code applies to all campuses and subdivisions of Georgetown University.

### B. DEFINITION OF MISCONDUCT IN RESEARCH

"Misconduct in research" means (1) fabrication, falsification, plagiarism, or other serious deviation from accepted practices in proposing, carrying out, and reviewing research, or in reporting results from

research, or (2) failure to meet material legal or University requirements governing research. This definition does not include honest error or honest differences in interpretations or judgments of data.

### **C. IMPLEMENTATION**

All proceedings under this Code shall be conducted in accordance with 42 CFR Part 93, the Public Health Service Policies on Research Misconduct, as they shall be amended from time to time.

### **D. INITIATION OF AN INQUIRY**

Allegations of misconduct in research as defined above should be submitted in writing, signed by the complainant, to the Chairperson of the Research Integrity Committee (described in Paragraph H), or to any other member of that Committee, who shall immediately transmit the allegation to the Chairperson (or Vice Chairperson when the Chair is unavailable).

Upon receipt of the allegation the Chairperson (or Vice Chairperson as circumstance may demand) shall promptly supply a copy of the charge to the Executive Vice president under whose campus jurisdiction the person subject to the allegations (the respondent) conducted the questioned activity. Within ten days of receiving the allegation the Chairperson shall inform the respondent of the allegations, with particulars, although the identity of the complainant need not necessarily be disclosed. Within three working days of receiving the allegation, the Chairperson will appoint a subcommittee of three members (one as chair)—at least two of whom shall come from the membership of the Research Integrity Committee and one of whom may be a subject matter expert appointed from the full-time faculty of the University—to conduct a preliminary inquiry into the matter, examining whether the allegation substantively alleges misconduct in research as defined above, and whether it merits investigation. In creating the subcommittee the Chairperson shall attempt to avoid any appointment that may involve a conflict of interest or the appearance of a conflict of interest. At least one member of the subcommittee shall come from a campus other than the campus where the respondent's work has been carried out. The respondent shall be notified of the membership of the subcommittee. The complainant shall be available to the subcommittee from the inception of its operation.

During this inquiry stage, the subcommittee may consult with persons other than the complainant and respondent, as the subcommittee deems appropriate, including experts from outside the University. The subcommittee may require the respondent, the complainant and any material witness to furnish the original copies of relevant records under the control of these persons, respectively (a copy of these originals will be provided at committee expense, upon the request of any such person). In all proceedings in which he or she appears before the subcommittee the respondent may be advised by counsel or other advisor. The subcommittee shall accept evidence or representations as may from time to time be submitted by respondent during the subcommittee's inquiry.

If anonymity is requested by a complainant who submits a signed complaint, the request is to be honored insofar as possible. Unsigned allegations will be subject to the most careful scrutiny for particularity of detail and other qualities bearing on credibility. The University recognizes that considerations of personal and professional risk sometimes justify the submission of unsigned allegations, but strongly discourages the practice.

If the circumstances appear exigent at the time the Chairperson notifies the relevant Executive Vice President or at any time thereafter, that Executive Vice President may take all appropriate steps to assure the safekeeping of original copies of relevant research data, and may suspend the respondent, with pay, from further work on the matters to which the referred allegations relate. If the allegations involve potential harm to human or animal subjects, in violation of National Institutes of Health guidelines, the

Executive Vice President at any time may suspend the protocol, transfer supervisory authority to another person on an interim basis, and/or take reasonable steps to postpone publication of data as to which question has been raised until such time as proceedings before the Research Integrity Committee have been terminated. [2]

Within 30 days of the time the subcommittee is appointed, the subcommittee shall report back to the Chairperson with a recommendation either (1) that the matter be terminated on the grounds that the inquiry panel members have concluded unanimously that no violation within the purview of this Code has been committed, or (2) that the full Committee investigate the matter further. [3] The 30 days may be extended by the Research Integrity Committee Chairperson at the request of the subcommittee or the respondent for good cause, but may not be extended beyond 60 days unless the record of the inquiry contains documentation of the reasons for any such extension. Either recommendation is to be immediately forwarded to the relevant Executive Vice President. If the recommendation is to investigate further, the Chairperson will promptly (and in any event not later than 30 days following receipt of the report) commence full Committee proceedings under paragraph E, and the Executive Vice President, as federal rules may require [4], shall notify any agency sponsoring the research in question that a full Committee investigation has been initiated.

#### **E. REFERRAL TO RESEARCH INTEGRITY COMMITTEE; PROCEDURES**

Where a matter is referred to the full Research Integrity Committee for investigation, the Chairperson will provide the respondent with a written statement of the allegations, and a summary of the evidence. The Committee's membership may be supplemented as appropriate by interim appointments by the Chairperson, described in Paragraph E. The Committee may conduct such inquiry and hold such hearings as it deems necessary, including seeking the views of experts from outside the University. Any subcommittee member who is not a member of the standing Research Integrity Committee may attend and participate in any Committee meetings or hearings related to the matter for which the subcommittee member was appointed to serve, as the Committee deems appropriate. The Committee can examine all data relevant to the integrity of the respondent's research conduct [5]. The Committee is authorized to request that the relevant Executive Vice President take steps, if not previously taken, to protect the original copies of any research data that may have bearing on the merits of the allegations against the respondent. The Committee may require the respondent to furnish the original copies of relevant records under respondent's control.

In all proceedings in which he appears before the Committee, the respondent may be assisted by counsel. The respondent shall have the right to present witnesses or evidence in other form to the Committee whether in a hearing or otherwise. In any hearing the respondent may, personally or through counsel, conduct cross-examination of any witnesses against him. Formal rules of evidence used in judicial proceedings are not applicable, but respondent or his counsel remain free to argue as to the weight to be accorded any evidence received. In any event, all evidence received by the Committee is to be disclosed to the respondent. [6]

Unless there are extenuating circumstances requiring a longer process, the Research Integrity Committee will make and report its findings with supporting evidence to the relevant Executive Vice President in writing in no more than 90 calendar days from the date of referral, unless the Chairperson extends the time upon the reasonable request of the respondent, or for other good cause.

**FINDINGS.** The Committee may make findings under the following headings: (A) a finding of willful misconduct; (B) a finding that no willful misconduct was committed, but that serious error has occurred; or (C) a finding that no misconduct or serious error was committed.

If the finding is under (C) above, the case will be terminated. Where a case is terminated, nothing of it may appear in the personnel record of the respondent or the complainant. Any previously imposed suspension will be promptly lifted.

If the finding is under (A) or (B) above, or if the respondent concedes the merit of the allegations at any time during these proceedings, the Committee shall make a recommendation as to the sanction of sanctions to be imposed. These sanctions include, in ascending order of severity:

1. letter of reprimand
2. special monitoring of future work
3. probation
4. removal from a particular project
5. termination of employment

Upon receipt of a Committee finding and the Committee's file on the case the Committee Chairperson will immediately transmit a copy of the finding to the respondent and to the complainant, if known. [7]

TRANSMITTAL TO EXECUTIVE VICE PRESIDENT. When full Committee review has concluded, the Committee Chairperson shall immediately transmit the Committee finding, and the full Committee report, and the file, to the appropriate Executive Vice President. The Executive Vice President may then impose sanctions but not before providing the respondent with notice of what he proposes to do, and with a reasonable opportunity to request and argue for lesser or no sanction, but in no event may the sanction imposed be more severe than that recommended by the full Committee. In any case the Executive Vice President is free to remand a matter for clarification or further findings.

Sanctions recommended by the Committee and imposed under this Code are not grievable matters under the University Grievance Code. However, a failure to fully comply with procedures required by this Code is grievable.

#### **F. CONFIDENTIALITY**

Except as provided by this Code, the proceedings of the subcommittee and the full Committee, and all information generated therein, shall be held in strictest confidence. [8] Moreover, throughout the proceedings covered by this Code, the reputations of the complainant and the respondent shall be protected.

Upon the conclusion of proceedings under this Code that result in a finding adverse to the respondent, the University will inform any agency sponsoring the research in question, research collaborators and other parties affected by the misconduct, and where relevant, journal editors. The complete file on the proceedings shall be preserved on a confidential basis in the Office of the Secretary of the University.

#### **G. WHISTLEBLOWER PROTECTION**

The provisions of the Georgetown University Whistleblower Protection Policy shall apply to allegations brought in good faith pursuant to the provisions of this Code. See

<http://compliance.georgetown.edu/whistleblower/>

(<https://web.archive.org/web/20150117084008/http://compliance.georgetown.edu/whistleblower/>)

#### **H. RESEARCH INTEGRITY COMMITTEE**

The Research Integrity Committee shall be composed of twelve members, the Chairperson to be appointed by the President of the University. Of the other members of the Committee three shall be

appointed by the Executive Vice President of the Medical Center from that campus; three shall be appointed by the University Provost from Main Campus faculty, at least two of whom shall be in the field of natural sciences; two shall be appointed by the Executive Vice President for Law Center Affairs, and three shall be appointed by the Faculty Senate, at least two of whom shall be in the field of natural sciences. Members shall serve a term of three years, and may be reappointed. However, for the first appointments under this Code, the appointing authorities shall designate their first appointees as having respectively an initial one, two, or where applicable, three year term, renewable. Any member of the Committee whose appointment expires before the case terminates is authorized to continue service until the case is terminated. As need arises (e.g., a concern with potential conflict of interest), substitute members of the Committee may be appointed to serve in that case on an ad hoc basis by the Committee Chairperson, to maintain Committee membership at twelve.

The members of the Research Integrity Committee shall elect from their ranks a Vice Chairperson from a campus other than that from which the Chairperson comes. In the absence of the Chairperson, or Vice Chairperson, their designee(s) may act on any matter.

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## Endnotes

1. Except for matters involving allegations of misconduct in research related to PHS supported research, coverage does not extend to Georgetown University students engaged in research. Such students are subject to procedures regarding misconduct declared in the relevant University Bulletins. ([Return to text](#))
2. In PHS-reviewable matters, the University will immediately report to PHS, at any stage of the proceeding, if the University obtains information reasonably indicating criminal activity. ([Return to text](#))
3. Where the allegations are subject to PHS review, either decision must be in writing, must state what evidence was reviewed, and must summarize relevant interviews and testimony. The respondent must be given a copy of the decision, and allowed to comment in writing. Any such comments are to be included in the record of the subcommittee's work. ([Return to text](#))
4. The University will comply with all federal requirements regarding reporting, timetables and any extensions thereof, and other matters affecting the treatment of alleged misconduct in scientific research, as such requirements are published in the National Institutes of Health Guide for Grants and Contracts (see 42 CFR part 50, Subpart A) and elsewhere. (This Code's references to such requirements are not exhaustive). ([Return to text](#))
5. In PHS-reviewable matters, under the PHS guidelines, the investigation "normally will include examination of all documentation relevant to the allegations, including but not necessarily limited to relevant reserach data and proposals, publications, correspondence, and memoranda of telephone calls. Whenever possible interviews should be conducted of all individuals involved either in making the allegation or against whom the allegation is made, as well as other individuals who may have information regarding key aspects of the allegations." ([Return to text](#))
6. In PHS-reviewable matters, the Committee shall produce written summaries of statements made by all persons interviewed, shall provide such summaries to the person interviewed for that persons comment or revision, and shall include the summaries in the Committee file. The Committee may choose to implement this requirement by having interviews (including testimony at hearings) recorded verbatim, on a case by case basis, as prudence may suggest. ([Return to text](#))
7. In PHS-reviewable matters, the respondent and complainant have the right to comment on these findings. Any such comments are to be included in the Committee file. ([Return to text](#))
8. Subject to PHS access under the relevant federal regulations. ([Return to text](#))

## **E. Computer Systems Acceptable Use Policy**

This policy is designed to guide students, faculty, and staff in the acceptable use of computer and information systems and networks provided by Georgetown University. More importantly, it is meant as an application of the principles of respect and reverence for every person that are at the core of Georgetown's Catholic, Jesuit identity.

### **GUIDING PRINCIPLES**

The Georgetown University community is encouraged to make innovative and creative use of information technologies in support of education and research. Access to information representing a multitude of views on current and historical issues should be allowed for the interest, information and enlightenment of the Georgetown University community. Consistent with other University policies, this policy is intended to respect the rights and obligations of academic freedom. The University recognizes that the purpose of copyright is to protect the rights of the creators of intellectual property and to prevent the unauthorized use or sale of works available in the private sector. Also consistent with other University policies, an individual's right of access to computer materials should not be denied or abridged because of race, creed, color, age, national origin, gender, sexual orientation, or disability.

The University cannot protect individuals against the existence or receipt of material that may be offensive to them. As such, those who make use of electronic communications are warned that they may come across or be recipients of material they find offensive. Those who use e-mail and/or make information about themselves available on the Internet should be forewarned that the University cannot protect them from invasions of privacy and other possible dangers that could result from the individual's distribution of personal information.

Georgetown University computing and network resources are to be used only for University-related research, instruction, learning, enrichment, dissemination of scholarly information, and administrative activities. The computing and network facilities of the University are limited and should be used wisely and carefully with consideration for the needs of others. Computers and network systems offer powerful tools for communications among members of the community and of communities outside the University. When used appropriately, these tools can enhance dialog and communications. When used unlawfully or inappropriately, however, these tools can infringe on the beliefs or rights of others.

### **RESPONSIBILITIES**

The following examples, though not covering every situation, specify some of the responsibilities that accompany computer use at Georgetown and/or on networks to which Georgetown is connected.

1. 1. Users may not attempt to modify the University system or network facilities or attempt to crash systems. They should not tamper with any software protections or restrictions placed on computer applications or files.
2. 2. Users may use only their own computer accounts. Users may not supply false or misleading data nor improperly obtain another's password in order to gain access to computers or network systems, data or information. The negligence or naivete of another user in revealing an account name or password is not considered authorized use. Convenience of file or printer sharing is not

sufficient reason for sharing a computer account. Users should not attempt to subvert the restrictions associated with their computer accounts.

3. Users are responsible for all use of their computer account(s). They should make appropriate use of the system and network-provided protection features and take precautions against others obtaining access to their computer resources. Individual password security is the responsibility of each user.
4. Users may not encroach on others' use of computer resources. Such activities would include, but are not limited to, tying up computer resources for excessive game playing or other trivial applications; sending harassing messages; sending frivolous or excessive messages, including chain letters, junk mail, and other types of broadcast messages, either locally or over the Internet; using excessive amounts of storage; intentionally introducing any computer viruses, worms, Trojan Horses, or other rogue programs to Georgetown University hardware or software; physically damaging systems; or running grossly inefficient programs when efficient ones are available.
5. Users are responsible for making use of software and electronic materials in accordance with copyright and licensing restrictions and applicable university policies. Georgetown University equipment and software may not be used to violate copyright or the terms of any license agreement. No one may inspect, modify, distribute, or copy proprietary data, directories, programs, files, disks or other software without proper authorization.
6. Users must remember that information distributed through the University's computing and networking facilities is a form of publishing, and some of the same standards apply. For example, anything generated at GU that is available on the Internet represents GU and not just an individual. Even with disclaimers, the University is represented by its students, faculty and staff, and appropriate language, behavior and style is warranted.

#### **ADMINISTRATION AND IMPLEMENTATION**

The University encourages all members of its community to use electronic communications in a manner that is respectful to others. While respecting users' confidentiality and privacy, the University reserves the right to examine all computer files. The University takes this step to enforce its policies regarding harassment and the safety of individuals; to prevent the posting of proprietary software or electronic copies of electronic texts or images in disregard of copyright restrictions or contractual obligations; to safeguard the integrity of computers, networks, and data either at the University or elsewhere; and to protect the University against seriously damaging consequences. The University may restrict the use of its computers and network systems for electronic communications when faced with evidence of violation of University policies, or federal or local laws. The University reserves the right to limit access to its networks through University-owned or other computers, and to remove or limit access to material posted on University-owned computers.

All users are expected to conduct themselves consistent with these responsibilities and all other applicable University policies. Abuse of computing privileges will subject the user to disciplinary action, as established by the applicable operating policies and procedures of the University. Abuse of networks or computers at other sites through the use of Georgetown University resources will be treated as an abuse of computing privileges at the University. When appropriate, temporary restrictive actions will be taken by system or network administrators pending further disciplinary action; the loss of computing privileges may result.

The University and users recognize that all members of the University community are bound by federal and local laws relating to civil rights, harassment, copyright, security and other statutes relating to

electronic media. It should be understood that this policy does not preclude enforcement under the laws and regulations of the United States of America or the District of Columbia.

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## **F. Policy Statement on Harassment (Relating to Protected Categories)**

(Revised February 2014)

Harassment is a form of discrimination prohibited by law. It is the policy of Georgetown University to prohibit harassment on the basis of age, color, disability, family responsibilities, gender identity and expression, genetic information, marital status, national origin and accent, personal appearance, political affiliation, pregnancy, race, religion, sex, sexual orientation, source of income, veteran's status or other factors prohibited by federal and/or District of Columbia law ("Protected Categories"). Sexual harassment is addressed under the University's Policy Statement on Sexual Misconduct.

Harassment is verbal or physical conduct that denigrates or shows hostility or aversion to an individual because of a Protected Category as specified above, when such conduct has the purpose or effect of: unreasonably interfering with an individual or third party's academic or work performance; creating an intimidating, hostile, or offensive educational or work environment; or otherwise adversely affecting an individual or third party's academic or employment opportunities. <sup>[1]</sup>

Harassment may include, but is not limited to: verbal abuse or ridicule, including slurs, epithets, and stereotyping; offensive jokes and comments; threatening, intimidating, or hostile acts, and displaying or distributing offensive materials, writings, graffiti, or pictures. Harassment may include conduct carried out through the internet, email, social media, or other electronic means.

### *Interpretive guidance:*

- A hostile, intimidating, or offensive environment exists when conduct is severe or pervasive. Factors to be considered in determining whether conduct is severe or pervasive include the nature, scope, frequency, and duration of the conduct and the number of persons involved. Simple teasing, offhand comments, or isolated incidents that are not severe or pervasive do not create a hostile or offensive environment.
- If an issue of harassment is raised in strictly academic areas, such as coursework, the matter will be handled in consultation and coordination between IDEAA and the Executive Vice President or Dean of the faculty member's school because such matters may also concern issues of academic freedom.
- To constitute harassment, the conduct in question must be objectively intimidating, hostile or offensive, and must interfere with a person's ability to participate in employment or educational programs or activities of the University. The injured party's perception of the offensiveness of the alleged conduct, standing alone, is not sufficient by itself to constitute harassment.
- Harassment is especially serious when it occurs between teachers and students or supervisors and subordinates. In such situations, harassment unfairly exploits the power inherent in a

faculty member's or supervisor's position. Although harassment often occurs when one person takes advantage of a position of authority over another, the University recognizes that harassment may also occur between people of equivalent status. This includes peer harassment.

This policy applies to any allegations of harassment against an employee (including faculty and staff) or student of Georgetown University or a Georgetown University operated program, regardless of where the alleged conduct occurred.

This Policy Statement on Harassment will be widely disseminated to members of the University community, and will be consistently enforced. The policy will be reexamined, updated as appropriate, and distributed regularly to all students, faculty, and staff. Training will be provided to employees and students for the purpose of preventing harassment and promoting a respectful community. All employees are responsible for completing training identified as mandatory.

### **Reporting Obligations for Faculty and Staff**

The University recognizes that supervisors (including those who supervise employees and those who supervise students) bear a particularly important responsibility to deter harassment. Any faculty or staff member (other than those who are statutorily prohibited from reporting) who learns of conduct that may violate this policy must contact the Office of Institutional Diversity, Equity, and Affirmative Action (IDEAA) at 202-687-4798, within 24 hours, or as soon as possible. If in doubt as to whether certain conduct violates this policy, or if you have any questions about this policy or its application, call IDEAA for a consultation.

### **Procedure for Filing Complaints**

Any member of the University community who believes conduct that violates this policy has occurred, or who has questions concerning this policy, is encouraged to contact IDEAA at 202-687-4798. This Office is staffed with trained individuals, and administers both a confidential mediation process and a confidential grievance procedure. A full description of the IDEAA Grievance Procedures to Investigate Allegations of Discrimination and Harassment may be obtained from IDEAA and is also located on IDEAA's website.

Allegations against students are handled under the following disciplinary procedures:

- Code of Student Conduct (for students in the College of Arts and Sciences, the Business School, the School of Foreign Service, the School of Nursing and Health Sciences, Biomedical Graduate Education, and the School of Continuing Studies).
- Law Center Student Disciplinary Code (for students at the Law Center)
- School of Medicine Student Code of Professionalism (for students in the School of Medicine)

Where an accused individual is both a student and employee of the University, the procedures that apply will depend on the status of the individual during the alleged incident. If there is ambiguity regarding which procedures shall apply, the Vice President of Institutional Diversity and Equity shall decide.

#### **Bias Reporting**

Any member of the University community can make a report about a possible bias incident or hate crime through the Bias Reporting System. For more information go to <http://studentaffairs.georgetown.edu/biasreporting/>. Making a report through the Bias Reporting System is not the same as filing a complaint under the grievance procedures described above. The Bias Reporting System allows the University to track and review bias-related incidents, offer supportive counseling services and other resources, and may lead to an investigation under which the accused may be held accountable for his or her acts. Anonymous reports are permitted under the Bias Reporting System.

#### **Other Reporting Avenues**

Complainants are encouraged to exhaust internal procedures established to enforce this policy before pursuing administrative remedies outside the University. However, the University acknowledges the rights of complainants to seek redress from any external enforcement agency, including the District of Columbia Office of Human Rights, the Equal Employment Opportunity Commission, and the Office of Civil Rights of the United States Department of Education.

#### **Retaliation Prohibited**

This policy prohibits retaliation, harassment, or other adverse action against an individual for making a complaint in good faith, assisting in an investigation, opposing harassment or otherwise exercising rights protected by law. It also prohibits taking any adverse academic or employment related action against an individual based on an unsubstantiated allegation or rumor of harassment. Retaliation should be reported promptly to IDEAA and may result in disciplinary action up to and including dismissal.

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#### **Endnotes**

1. This policy does not apply to conduct that is unrelated to a Protected Category. ([Return to text](#))

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## **G. Policy on Consensual Sexual Relationships Between Senior and Junior Members of the University Community**

### **A. INTRODUCTION**

There are various approaches an institution could take to address the issue of consensual sexual relationships between a "senior" and a "junior" person. (See definitions below.) One extreme is to ban all

such relationships. The other is to pretend such relationships do not exist. The University has taken a middle ground in this policy. <sup>[1]</sup>

The policy not only points out the potential legal and ethical pitfalls of consensual sex in the University setting, but also, and more specifically in the section called "Standards and Procedures," asserts the University's right to protect the integrity of its own operations from the conflicts of interest and disruptions in the academic and employment environments that can arise from consensual sexual activity involving members of the University community.

#### **B. THE NATURE OF THE PROBLEM**

Consensual sexual relationships between "senior" and "junior" members of the Georgetown community--that is, between two persons where one party (the "senior") possesses direct academic, administrative counseling, or extracurricular authority over the other (the "junior")--do not violate laws prohibiting sex-based discrimination. <sup>[2]</sup> Nevertheless, such relationships are a matter of significant concern to the University because of the ethical and administrative problems they can pose. Those problems are most severe when a consensual relationship takes place between a teacher (e.g., professor, teaching assistant, clinical fellow) and a student and the student is enrolled in one of the teacher's courses for which the student will receive a grade, or when the student is likely to be enrolled in such a course in the future. These problems can also be very severe in a counseling setting between counselors and counsees. Given the potential for such problems, the University strongly recommends that members of the University community avoid any senior-junior consensual sexual relationships. This recommendation has particular force with regard to undergraduate students. At Georgetown University, virtually all undergraduate students are between the ages of eighteen and twenty-two, and many are living away from home for the first time. Because of the unique susceptibility of these young men and women, teaching professionals are under a special obligation to preserve the integrity of the teacher-student relationship in situations involving undergraduate students. If members of the community choose by mutual consent to enter into such relationships, however, the University requires that they take specific steps to minimize the problems that may arise from them. Sanctions shall be commensurate with the magnitude of the harm, if any, caused.

#### **THE PROBLEMS**

There are many ways problems can arise when a senior member of the Georgetown community engages in a consensual sexual relationship with a junior member. First, when one person has the ability to grade, advance, promote, recommend, or otherwise influence the employment or academic status of the other, there is the possibility that what appears to be a consensual relationship is falsely perceived to be so. Some recipients of sexual advances may fear that refusal will result in loss of an employment or academic benefit. They may go along with the requested relationship even though it is in fact unwelcome to them (and may even cause them psychological harm). The United States Supreme Court has ruled that such a person is a victim of illegal sexual harassment, and that a school can be liable for monetary damages for a teacher's coercive intercourse with a student. <sup>[3]</sup> Apart from a policy of avoiding legal liability for such conduct, the University wants to ensure that it provides an environment free from sexual coercion and intimidation in which to study and work.

The person in the position of authority who may desire a sexual relationship with a junior nevertheless has strong reasons to avoid it, since what seems initially to be consensual may turn out to be unwelcome or coercive from the perspective of the junior participants. The junior participant may file an internal grievance or a formal lawsuit, creating a risk that the person in authority will suffer negative career

consequences and may have to pay damages to the victim. Because of the serious consequences to the senior participant, that person also subjects himself or herself to the possibility of coercion or blackmail.

Even when such a relationship is genuinely consensual (and therefore does not constitute sexual harassment or raise the other concerns noted above), the relationship can cause problems for both parties and harm the academic and work environment at the University. There is the appearance and often the reality of a conflict of interest on the part of both parties to the relationship. Others may believe that the senior favors the junior because of the sexual relationship, thus creating an atmosphere of suspicion and resentment among other juniors who think the junior in the relationship is obtaining undeserved benefits. The junior person's professional reputation or academic standing may be injured because of the perception that the benefits were due to the sexual relationship, rather than to the junior's own work or study.

There is also a serious risk that either party may exploit the other. The senior person may be interested in the junior solely for purposes of sexual gratification, but the junior may construe that attention as related to the junior's intellect, as revealed through his or her studies or work. If the junior participates in a sexual relationship and then discovers the true situation, there is a potential for a damaging loss of self-esteem by the junior (especially where the two are teacher and young student and there is a significant age disparity between them). There is also the risk of the junior exploiting the senior. For example, a junior might seek out a relationship solely because of a desire to obtain some academic or employment benefit from the relationship (such as a higher grade or a promotion). <sup>[4]</sup>

### **C. STANDARDS AND PROCEDURES**

For the reasons expressed in the previous section of this Policy, the University strongly urges members of the University community to refrain from engaging in consensual sexual relationships with another member of the University community when one person possesses direct authority over the other, whether that authority is used by one who is a teacher, counselor or supervisor of the other or by someone who can directly influence the academic or work status of the other (e.g., a senior professor serving as a member of the tenure committee for a junior professor, a professor serving as the thesis advisor for a graduate student, a senior student on the editorial board of a newspaper or journal voting whether a junior student should attain the same status, a supervisor filling out a performance evaluation for his or her subordinate).

If the two nevertheless commence such a relationship, the University requires that they take the following measures, in order to lessen or minimize the conflict of interest and disruption of the academic and employment environment that can arise in such situations. The University emphasizes that the following measures cannot eliminate entirely the substantial likelihood of conflict and disruption, and that the course of action strongly preferred by the University would be for the two to refrain from engaging in consensual sexual relations for as long as necessary to prevent conflict and disruption.

#### **1. RELATIONSHIPS BETWEEN TEACHERS AND STUDENTS**

The University has determined that there is an inherent conflict of interest when a faculty member and a student simultaneously maintain both a direct student-teacher relationship and a consensual sexual relationship, and therefore prohibits simultaneous participation in both roles. Thus, if one party to a consensual sexual relationship is a student of the other person in a course for which the student will receive a grade, the student should immediately withdraw from the course and should never again take a course with that teacher. In such case it is the duty of the teacher to take all steps, including if necessary consultation with the appropriate Dean, to assure that the student's enrollment in the course is promptly terminated. If the student is not currently enrolled in any of the teacher's courses when the relationship

begins, the student should refrain from taking any future course with the teacher. The policy of not taking courses with the teacher should continue even after the relationship has ceased.

## **2. COUNSELORS AND COUNSELEES**

Because of the potential for emotional harm, individuals should not engage in both a consensual sexual relationship and an official counselor/counselee relationship. If a consensual sexual relationship commences during an official relationship, the official relationship should immediately be terminated and never be started again. Similarly, individuals in, or who have been in a consensual sexual relationship should thereafter never enter into an official counseling relationship.

## **3. ALL OTHER SENIOR-JUNIOR RELATIONSHIPS**

In any other situation where a senior has direct authority over a junior, and can thus advance, promote, recommend, or in any other way directly influence the academic or work status of the junior, the senior person should recuse himself or herself from any decision involving the status of the junior. <sup>[5]</sup> If the fact of refusal causes the senior to experience difficulty with a superior, the senior should explain the reason for the refusal to the person in authority. The senior's obligation to explain also exists where an unexplained failure to participate might create an inference of a negative evaluation of the junior by the senior.

## **D. SANCTIONS FOR VIOLATIONS OF THIS POLICY; REVIEW; OTHER LIMITATIONS**

1. Any teaching professional who violates the procedures in Part III of this Policy, or any other individual engaged in a consensual sexual relationship who violates any of the procedures in Part III of this Policy, shall be subject to sanctions commensurate with the severity of the offense. The sanction shall be determined in the case of a teaching professional, by the appropriate Dean or Executive Vice President, after consultation with the chair, if any, of the teaching professional's department; and in the case of other individuals covered by this section, by the appropriate director or other supervisory official, including the Senior Vice President for Georgetown University. But in the case of a student violating these procedures sanctions shall be determined by the appropriate Dean on that student's campus.
2. The imposition of any sanction imposed under this Policy may be subject to review under any applicable provision of an established University grievance procedure.

Revised 5/8/98

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## **Endnotes**

1. This policy does not apply to married couples. The policy on nepotism offers clarification on this point. This policy does not replace The Benefit of this Establishment: A Student Code of Conduct. ([Return to text](#))
2. "Consensual" means a sexual relationship between two people who both genuinely desire the relationship and neither of whom is coerced into having the relationship. The term "consensual" is used throughout this document to mean such a relationship. "Extracurricular" refers to participation in extracurricular student activities such as a student newspaper or law review. A "senior" student is sometimes in a position to influence whether a "junior" student will gain some desired position within the organization. ([Return to text](#))

3. Meritor Savings Bank v. Vinson 477 U.S. 57 (1986); Franklin v. Gwinnett County Public Schools, 503 U.S.60 (1992) (unlimited damages). Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, now provides for monetary damages for victims of sexual harassment in federal employment discrimination suits as well. 42 U.S.C. §§ 1981a(a),(b)(3) (maximum damages of \$300,000 for employers of more than 500 employees). See also Harris v. Forklift Systems, 510 U.S.17 (1993). ([Return to text](#))
4. A number of problems analogous to those described in this section affect consensual sexual relationships among members of the University community of relatively equal status, but these rules do not apply to this behavior, which may become subject to disciplinary action for other reasons. ([Return to text](#))
5. For example, a senior faculty member who has had a relationship with a junior faculty member should not participate in the deliberations of a tenure committee concerning the junior, or on an academic personnel committee deciding such issues as salary increases for the junior. Similarly, a teacher should not provide a letter of recommendation for a student with whom the teacher has had a relationship even if the relationship began after the course was completed (and thus did not violate the University policy on teacher-student relationships.) Another example is that a senior student on a student publication editorial board should not vote on whether a junior student with whom the senior has had a relationship should be promoted to the editorial board. ([Return to text](#))

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## **H. Policy on Drug Free Workplace**

### **A. POLICY**

In accordance with the requirements of the Drug Free Workplace Act of 1988, Georgetown University, as an employer receiving Federal grants and contracts, is expressly required to maintain a drug free workplace environment. Therefore, it is the policy of Georgetown University that the entire working environment of the University shall be free of the unlawful manufacture, distribution, dispensation, possession and/or use of illegal and controlled drugs. It shall be a condition of continued employment that all employees must be drug free in the workplace, thus making it possible for Georgetown University, as an employer, to certify in good faith that it maintains a drug free work environment.

In order to enforce the requirements of the Drug Free Workplace Act of 1988, the University will periodically provide notification of this policy to all employees and, as appropriate, provide assistance or administer discipline to violators.

### **B. PROCEDURE**

#### **1. NOTIFICATION TO ALL EMPLOYEES**

On an annual basis, Georgetown University will notify employees in writing that the University shall be free of the unlawful manufacture, distribution, dispensation, possession and/or use of illegal and controlled drugs, that the employees of the University must maintain a drug free environment as a condition of continued employment, and that violators shall be subject to disciplinary action pursuant to the appropriate Academic or Staff procedures.

#### **2. DRUG AWARENESS PROGRAM**

The University will provide annually a Drug Free Awareness Program and/or literature designed to educate employees about dangers of drug abuse.

The University's Employee Assistance Program will be available to provide "assessment and referral" for employees who seek this confidential service, or who are referred to this service by their supervisors.

### **3. NOTIFICATION TO THE EMPLOYER BY THE EMPLOYEE OF A DRUG STATUTE CONVICTION**

An employee of the University who is convicted of a drug statute violation occurring in the workplace during his/her period of employment, is obligated to report such conviction to his/her department head not later than five (5) days after the conviction. Failure to satisfy this requirement of the policy will be considered grounds for termination.

### **4. EMPLOYER NOTIFICATION TO FEDERAL CONTRACTING AGENCY**

When an employee who is employed to work directly on a government grant or contract is convicted of a drug statute violation occurring within the workplace, the department head must then immediately, through appropriate administrative channels, inform his/her executive vice president or vice president, in writing, of the conviction. The executive vice president or vice president will promptly report the conviction to the Office of Sponsored Programs and other affected offices. The Office of Sponsored Programs is required to report the incident to the federal government in accordance with applicable guidelines. The notification to the federal government must occur ten (10) days of receiving such notice from the employee or otherwise receiving actual notice of such conviction. A copy of this notification will be given to the employee.

### **5. DISCIPLINE RESULTING FROM VIOLATION OF DRUG STATUTE IDENTIFIED IN PARAGRAPH 3 ABOVE**

1. When the University learns, either through the employee's report under Paragraph 3 or otherwise, that an employee has been convicted of the unlawful manufacture, distribution, dispensation, and/or possession with intent to distribute or dispense, of an illegal and controlled drug at the workplace, and if no direct appeal from the conviction is pending or any longer permitted, such employee will be terminated. If such direct appeal remains possible or is pending, such employee will be suspended without pay until such time as the appeal finally fails. If upon final appeal the conviction is reversed on the merits (i.e., not for procedural irregularity), the suspended employee will be reinstated unless the University determines to impose a sanction following an inquiry under procedures described in Paragraph 5.c below.
2. Where a conviction under this section has been reversed for procedural irregularity, the University remains free to make inquiry and take appropriate disciplinary action under procedures described below in Paragraph c. Where such an inquiry is into misconduct by faculty, the faculty member's campus executive vice president will establish an ad hoc committee to conduct the investigation and to make a recommendation to the appropriate University authority. Any sanction then imposed can be no more severe than that recommended by the ad hoc committee.
3. When the University learns, either through the employee's report under Paragraph 3 or otherwise, that an employee has been convicted of the use of or possession with intent to use an illegal and controlled drug at the workplace, and if no direct appeal from the conviction is pending or any longer permitted, the University will take appropriate disciplinary action up to an including termination. Sanctions less than termination may require that the employee participate satisfactorily in an approved drug abuse assistance or rehabilitation program. If such direct appeal remains possible or pending, the University may take any appropriate steps short of termination, including suspending the employee without pay until such time as the appeal finally fails. If upon final appeal the conviction is reversed on the merits (i.e., not merely for procedural irregularity), the University will terminate any suspension or other disciplinary action.
4. In any case under the foregoing paragraphs where the University determines to reinstate a suspended employee, the University shall give due consideration to the employee's request to be

given back salary for the period during which the salary was suspended. Repeated offenses will substantially increase the likelihood that the employee will be terminated.

5. In cases of drug-related activity by an employee in the workplace which is not or not yet the subject of criminal conviction, the University procedures governing faculty and staff misconduct up to and including termination. In any such inquiry the employee shall be given notice of the inquiry, a statement of the reason(s) therefore, and an opportunity to respond.

#### **6. REVIEW OF PROCEDURES FOLLOWED AND DECISIONS MADE UNDER PARAGRAPH 5 ABOVE.**

If an employee feels that a personnel action that is taken in conjunction with the administration of this policy is inappropriate, the employee may pursue relief through the appropriate grievance procedure.

#### **C. SUPERVISORY TRAINING PROGRAMS**

The employer will periodically conduct programs for supervisors on the subject of drug usage and treatment.

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### **I. Whistleblower Policy**

Georgetown University strives to operate in an ethical, honest and lawful manner and expects its faculty, administrators, staff and students to conduct their activities in accordance with University policies and applicable law. The University strongly encourages all faculty, administrators, staff and students to report suspected or actual wrongful conduct by Georgetown employees through channels that the University establishes for such reporting. No University faculty, administrator, staff or student may interfere with the good faith reporting of suspected or actual wrongful conduct; no individual who makes such a good faith report shall be subject to retaliation, including harassment or any adverse employment, academic or educational consequence, as a result of making a report. The University will take whatever action is necessary and appropriate to address a violation of this policy.

For information about established channels for reporting wrongful conduct and/or compliance concerns, including anonymous reporting, please visit the website of the Office of Compliance and Ethics at: [www.georgetown.edu/](http://www.georgetown.edu/) (<https://web.archive.org/web/20150117084008/http://www.georgetown.edu/>).

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### **J. Policy Statement on Sexual Misconduct**

*Approved February 2014*

Georgetown University has adopted this Policy Statement on Sexual Misconduct in recognition of our commitment to provide a safe and hospitable environment for all members of our community to work and study. Sexual misconduct subverts the University's mission, diminishes the dignity of both victim

and perpetrator, and threatens permanent damage to the careers, educational experience, and well-being of our students, faculty and staff.

This policy prohibits sexual misconduct that constitutes sexual harassment, sexual assault, relationship violence, stalking, and related claims of retaliation.

Sexual harassment is a form of sex discrimination and is prohibited by University policy, Title VII of the Civil Rights Act of 1964 (“Title VII”), Title IX of the Education Amendments of 1972 (“Title IX”), and the District of Columbia Human Rights Act. Sexual assault, relationship violence and stalking are also forms of sexual misconduct, and are prohibited by law and this policy.

Both women and men may be victims of sexual misconduct. Sexual misconduct may occur between persons of the same or opposite sex. In the case of sexual harassment, the injured party does not have to be the person harassed but could be anyone affected by the offensive conduct. This policy applies to any allegations of sexual misconduct against faculty and staff (an “employee”) or student of Georgetown University or a Georgetown University operated program, regardless of where the alleged conduct occurred.

The actions of third parties (e.g., contractors, vendors, recruiters) that impact students and/or employees may also be subject to review under this policy. If a third party is the accused, IDEAA will refer the grievance to an appropriate authority for resolution.

This Policy Statement on Sexual Misconduct will be widely disseminated to members of the University community, and will be consistently enforced. The policy will be reexamined and updated as appropriate. Training will be provided to employees and students on this policy for the purpose of preventing sexual misconduct and promoting a respectful community. All employees are responsible for completing training identified as mandatory. Investigations involving alleged violations of this policy shall be conducted by officials who receive training on issues related to sexual harassment, sexual assault, relationship violence, and stalking as well as on how to conduct a grievance process that protects the safety of survivors and promotes accountability.

#### **Definitions of Sexual Misconduct and Related Terms<sup>[1]</sup>**

Sexual misconduct is unwanted conduct of a sexual nature that constitutes sexual harassment, sexual assault, relationship violence (including domestic violence and dating violence), or stalking, and includes related acts of retaliation.

Sexual harassment is defined as any unwelcome conduct of a sexual nature, including sexual advances, request for sexual favors, or other verbal or physical conduct of a sexual or gender-based nature when:

1. Submission to such conduct is made explicitly or implicitly a term or condition of an individual's employment or academic relationship; or

2. Submission to or rejection of such conduct is used as a basis for making an employment or academic decision affecting an individual; or
3. Such conduct has the purpose or effect of interfering with an individual's work or academic performance, denying or limiting an individual's ability to participate in or benefit from the University's education programs, or creating an intimidating, hostile, or offensive environment for work or academic pursuit.

*Interpretive guidance:*

- A hostile or offensive environment exists when conduct is severe or pervasive. Factors to be considered in determining whether conduct is severe or pervasive include the nature, scope, frequency, and duration of the conduct and the number of persons involved. Simple teasing, offhand comments, or isolated incidents that are not severe or pervasive do not create a hostile or offensive environment.
- If an issue of sexual harassment is raised in strictly academic areas, such as coursework, the matter will be handled in consultation and coordination between IDEAA and the Executive Vice President or Dean of the faculty member's school because such matters may also implicate issues of academic freedom.
- To constitute sexual harassment, the conduct in question must be objectively intimidating, hostile or offensive, and must interfere with a person's ability to participate in employment or educational programs or activities of the University. The victim's perception of the offensiveness of the alleged conduct, standing alone, is not sufficient by itself to constitute sexual harassment.
- Sexual harassment is especially serious when it occurs between teachers and students or supervisors and subordinates. In such situations, sexual harassment unfairly exploits the power inherent in a faculty member's or supervisor's position. Although sexual harassment often occurs when one person takes advantage of a position of authority over another, the University recognizes that sexual harassment may also occur between people of equivalent status. This includes peer sexual harassment. Regardless of the form it may take, the University will not tolerate unwelcome conduct of a sexual nature that creates an unacceptable working or educational environment.

Sexual assault is a forcible or non-forcible sexual act or sexual contact that occurs without the consent or permission of the other person. Sexual assault is divided into five categories, described below. Sanctions may vary depending on the category of offense.

1. Engaging in a sexual act with the use of force; use of threats or fear; after rendering the person unconscious; or by administering a drug, intoxicant, or other substance that substantially impairs the ability of the other person to appraise or control his or her conduct.
2. Engaging a sexual act where the person knows or reasonably should know that the other person is incapable of appraising the nature of the conduct; incapable of declining participation in the sexual conduct; incapable of communicating unwillingness to engage in the sexual conduct; or incapable of giving consent (such as when the person is incapacitated due to alcohol use).
3. Engaging in sexual contact with another person with the use of force; use of threats or fear; after rendering the person unconscious; or by administering a drug, intoxicant, or other substance that substantially impairs the ability of the other person to appraise or control his or her conduct.

4. Engaging in sexual contact where the person knows or reasonably should know that the other person is incapable of appraising the nature of the conduct; incapable of declining participation in the sexual conduct; incapable of communicating unwillingness to engage in the sexual conduct; or incapable of giving consent (such as when the person is incapacitated due to alcohol use).
5. Engaging in a sexual act or sexual contact with another person with knowledge or reason to know that the sexual act or sexual contact was committed without the person's permission or consent.

For purposes of this definition, the following terms are defined:

Sexual act is penetration, however slight, of the anus or vulva of another by a penis; contact between the mouth and the penis, vulva, or anus; or the penetration, however slight, of the anus or vulva by a hand or finger or by any object, with an intent to abuse, humiliate, harass, degrade, or arouse or gratify the sexual desire of any person. The emission of semen is not required to be considered a sexual act.

Sexual contact means the touching with any clothed or unclothed body part or any object, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or buttocks of any person with an intent to abuse, humiliate, harass, degrade, or arouse or gratify the sexual desire of any person.

Consent is words or overt actions indicating a freely given agreement to the sexual act or sexual contact in question.

*Interpretive guidance:*

- The willingness to participate must be clearly indicated prior to any sexual act or sexual contact.
- If at any time during the sexual act or sexual contact any confusion or ambiguity should arise on the issue of consent, it is incumbent upon the individual to stop the activity and clarify, verbally, the other's willingness to continue.
- A verbal "no," even if it may sound indecisive or insincere, constitutes lack of consent.
- The absence of an overt action or an explicit verbal response to a verbal request for consent constitutes lack of consent.
- It is expected that, once consent has been established, a person who changes his/her mind during the sexual act or sexual contact will communicate through words or overt actions his/her decision to no longer proceed.
- Past consent to sexual act or sexual contact does not imply future ongoing consent, and the fact that two persons are in an on-going relationship shall not preclude the possibility that sexual misconduct might occur within that relationship.
- A person's use of alcohol and/or other drugs shall not diminish such person's responsibility to obtain consent.
- Lack of verbal or physical resistance, or submission by the unwilling participant, when such submission results from the use of force, threats, or coercion by the respondent shall not constitute consent.
- A person is considered incapable of giving consent if he/she is asleep, unconscious, and/or losing and regaining consciousness, or clearly mentally or physically incapacitated, for example, by alcohol and/or other drugs (signs of incapacitation include, but are not limited to,

difficulty walking, inability to speak in a coherent manner, vomiting or the presence of vomit, etc.).

Force means the use or threatened use of a weapon; the use of such physical strength or violence as is sufficient to overcome, restrain, or injure a person; or the use of a threat of harm sufficient to coerce or compel submission by another person.

Forcible is defined as any sexual act or sexual contact directed against another person, with force and/or against that person's will; or without force or against the person's will where the victim is incapable of giving consent.

Relationship violence means a violent or threatening familial or intimate partner relationship that causes one to fear for his/her safety or causes physical or psychological injury, pain, or illness. Relationship violence includes:

Domestic violence: an intrafamily offense that results in physical injury, including physical pain or illness, or that caused or was intended to cause reasonable fear of imminent serious physical injury or death.

Dating violence: an offense against an intimate partner (romantic, dating, or sexual relationship) that results in physical injury, including physical pain or illness or that caused or was intended to cause reasonable fear of imminent serious physical injury or death.

Stalking is a course of conduct directed at a specific individual with the intent to cause that individual (or where the person knows or should have known that it would cause the individual) to fear for his or her safety or the safety of another person; feel seriously alarmed, disturbed, or frightened; or suffer emotional distress.

Student means an individual who is registered or enrolled as a student at the University (or where there is an expectation of continued enrollment) at the time the alleged sexual misconduct occurred and at the time a complaint is made to the University. For purposes of this policy, a student includes a graduate student with instructional responsibilities.

Employee means a person who is employed by the University at the time the alleged sexual misconduct occurred and at the time the grievance procedures are invoked.

#### **Title IX Coordinator and Deputy Title IX Coordinators**

The following person has been designated as the Title IX Coordinator to coordinate Georgetown University's compliance with Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex, including sexual harassment and sexual assault:

Vice President for Institutional Diversity and Equity (Rosemary E. Kilkenny)  
Georgetown University  
M-36 Darnall Hall  
37th & O Streets NW Washington, DC 20057  
Phone: (202) 687-4798  
Fax: (202) 687-7778  
Email: [titleix.coordinator@georgetown.edu](mailto:titleix.coordinator@georgetown.edu)

A list of Deputy Title IX Coordinators is available on the University's website at <http://sexualassault.georgetown.edu/titleix>  
(<https://web.archive.org/web/20150117084008/http://sexualassault.georgetown.edu/titleix>).

### **Reporting Obligations for Faculty and Staff**

The University recognizes that supervisors (including those who supervise employees and those who supervise students) bear a particularly important responsibility to deter sexual misconduct. Any faculty or staff member (other than those who are statutorily prohibited from reporting) who learns of conduct that may violate this policy must contact the appropriate Deputy Title IX Coordinator within 24 hours, or as soon as possible. Only those individuals who are statutorily prohibited from reporting (such as health professionals and certain members of Campus Ministry to whom the pastoral privilege applies) shall not have a duty to report to the Deputy Title IX Coordinators. If in doubt as to whether certain conduct violates this policy, or if you have any questions about this policy or its application, call IDEAA for a consultation.

### **Confidentiality**

Complaints and investigations under this policy are treated as confidential. IDEAA expects complainants, respondents, and witnesses who participate in this process to maintain confidentiality due to the sensitive nature of grievances. The University will preserve the confidentiality of information provided in connection with enforcement of this policy to the extent possible, consistent with the goals of prompt and thorough investigation and resolution as well as compliance with the law. The University complies with the Family Educational Rights & Privacy Act (FERPA) / Health Insurance Portability and Accountability Act (HIPAA) at all times in the course of investigations. To the extent permissible by law, all publicly available records required to be maintained by law will omit the names and other personally identifiable information about complainants and other victims who choose not to file a grievance.

### **Procedure for Filing Complaints**

Any member of the University community who believes conduct that violates this policy has occurred, or who has questions concerning this policy, is encouraged to contact the Office of Institutional Diversity, Equity and Affirmative Action (IDEAA) or one of the Deputy Title IX Coordinators.

The Deputy Title IX Coordinators will assist complainants in initiating a complaint under the applicable grievance procedures that apply to complaints of sexual misconduct:

For allegations against a Georgetown University employee (including faculty and staff): IDEAA Grievance Procedures to Investigate Allegations of Discrimination and Harassment.

For allegations against a student, including student-on-student sexual misconduct:

- Code of Student Conduct (for students in the College of Arts and Sciences, the Graduate School of Arts and Sciences, the Business School, the School of Foreign Service, the School of Nursing and Health Sciences, Biomedical Graduate Education, and the School of Continuing Studies).
- Law Center Student Disciplinary Code (for students at the Law Center)
- School of Medicine Procedures of the Sexual Misconduct Subcommittee (for students in the School of Medicine)

Where an accused individual is both a student and employee of the University, the procedures that apply will depend on the status of the individual during the alleged incident. If there is ambiguity regarding which procedures shall apply, the Title IX Coordinator shall decide.

Time limits, if any, for filing grievances are determined under the applicable grievance procedures. Individuals are encouraged to report sexual misconduct immediately in order to maximize the University's ability to obtain evidence, and conduct a thorough, impartial investigation. Failure to report promptly may impair the University's ability to enforce this policy.

In accordance with the guidelines of the Equal Employment Opportunity Commission and the Office for Civil Rights of the Department of Education, all complaints will be investigated promptly, reliably, and impartially. Corrective or disciplinary action will be taken where appropriate for violations of this policy.

#### **Sanctions for Violations of this Policy**

Individuals who have been found to have violated this policy may be subject to sanctions, which may include, but are not limited to: written reprimand; restitution; training; no-contact order; referral; housing suspension; housing expulsion; probation (academic or employment); reduction in salary or rank; demotion; removal of administrative appointment; suspension (academic or employment); termination of employment; expulsion; or any other sanction that is determined by the decision-maker to be fair and proportionate to the violation. Faculty members who are subject to sanctions under this policy will receive the procedural protections set forth in the Faculty Handbook.

#### **Administrative Action**

In the event that an aggrieved individual declines to pursue a grievance and resolution, Title IX nonetheless requires the University to investigate and take reasonable action in response to the information provided. However, the University's ability to respond may be limited. The University will consider the seriousness of the alleged misconduct, whether there have been complaints against the same accused individual, the accused's rights to receive information about the allegations, and other factors in determining how to proceed. The University reserves the authority to take reasonably necessary action. The University will take steps to prevent recurrence of any sexual misconduct and to correct its discriminatory effects on the complainant or third parties, as appropriate. The University will also ensure that appropriate steps are taken to protect the complainant from any deleterious acts related to the complaint during investigation and resolution.

## **Other Reporting Options**

In the event of a safety emergency, individuals should call the Georgetown University Police Department (GUPD) 202-687-4343 (<http://police.georgetown.edu/>) or the Metropolitan Police Department (MPD) (<http://mpdc.dc.gov/>). Complainants may also choose to file a complaint with GUPD or MPD at any time. At a complainant's request, IDEAA or a Title IX Coordinator, as applicable, is available to assist in notifying MPD. All complainants have the right to seek a protective order or similar lawful order issued by a criminal or civil court.

A complainant who wishes to file a criminal complaint or seek a protective order is urged to take steps to preserve evidence, as it may be necessary to the proof of criminal domestic violence, dating violence, sexual assault, or stalking, or in obtaining a protection order.

Because the standards for finding a violation of a criminal law are different from the standards articulated in this policy, criminal investigations or reports are not determinative of whether a violation of this policy has occurred. The filing of a complaint under this policy is independent of any criminal investigation or proceeding. The University's investigation may be temporarily delayed while the criminal investigators gather evidence. However, the University will not wait for the conclusion of any criminal investigation or proceeding before beginning its own investigation or taking interim measures to protect the complainant and the University community, if necessary.

Complainants are encouraged to exhaust internal procedures established to enforce this policy before pursuing administrative remedies outside the University. However, the University acknowledges the rights of complainants to seek redress from any external enforcement agency, including the District of Columbia Office of Human Rights, the Equal Employment Opportunity Commission, and the Office of Civil Rights of the United States Department of Education. The filing of an external complaint or investigation will not preclude the University from investigating and addressing issues or concerns raised to the University, nor will it preclude a complainant from receiving assistance from the University in changing academic, living, transportation or working conditions, if such arrangements are reasonably available.

## **Support Resources**

Concerned individuals are encouraged to seek confidential counseling and other support resources offered by the University and third parties. Individuals are encouraged not to wait to seek confidential counseling, and University counselors can take proactive steps to assist concerned individuals. A description of these resources is available on the University's website at:

<http://studenthealth.georgetown.edu/health-issues/sexual-assault-relationship-violence-stalking/>  
(<https://web.archive.org/web/20150117084008/http://studenthealth.georgetown.edu/health-issues/sexual-assault-relationship-violence-stalking/>)

In addition, a description of the Faculty Staff Assistance Program is available at:

<http://hr.georgetown.edu/fsap/>

(<https://web.archive.org/web/20150117084008/http://hr.georgetown.edu/fsap/>)

### **Retaliation Prohibited**

This policy prohibits retaliation, harassment, or other adverse action against an individual for making a complaint in good faith, assisting in an investigation, opposing harassment or otherwise exercising rights protected by law. It further prohibits taking any adverse academic or employment related action against an individual based on an unsubstantiated allegation or rumor of sexual misconduct. Retaliation should be reported promptly to IDEAA or the Title IX coordinators and may result in disciplinary action up to and including dismissal. The University encourages individuals to make good faith reports.

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### **Endnotes**

1. The definitions used in this policy are based on federal and/or state law, as applicable. Under the Violence Against Women Act, institutions are required to define terms in accordance with state law. In such circumstances, this policy uses terms as defined in the District of Columbia. ([Return to text](#))

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