



# UNIVERSITY POLICIES

Office of Human Resources



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## BLOODBORNE PATHOGENS STANDARD

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The University has developed an “Exposure Control Plan” and has instituted a Hepatitis B virus (HBV) vaccination program in compliance with the OSHA Bloodborne Pathogens Standard. Copies of the “Exposure Control Plan” are available in Human Resources, Occupational Health Services, and Laboratory

Safety & Environmental Health. Under the HBV vaccination program, any employee may receive an HBV vaccination free of charge. The HBV vaccination program is administered by Occupational Health Services. Initial training required by the standard is supplied by Laboratory Safety to new faculty members

during their orientation and to the new staff members during the Employee Safety Course.

For more information on the University’s Occupational Health Program, please see the Laboratory Safety and Environmental Health web page.

## BUSINESS CONFLICT OF INTEREST REPORTING GUIDELINES, POLICY ANNUAL REPORTING GUIDELINES

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Annually, each Trustee, non-Trustee Committee member, officer and Key Employee is asked to fill out the attached disclosure form. Having your information enables the University to learn whether a business conflict of interest exists and whether it must be disclosed on the University’s Form 990 (which will become publicly available as required by law).

### POLICY ON BUSINESS CONFLICT OF INTEREST

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#### POLICY STATEMENT:

Trustees, non-Trustee Committee Members, officers and Key Employees (as defined by the Internal Revenue Service)<sup>1</sup> are expected to act in the University’s best interest, carry out their responsibilities to the University in a trustworthy manner and take care to avoid situations that could present a conflict of interest (defined below) or an appearance of a conflict.

Trustees, non-Trustee Committee Members, officers and Key Employees who authorize or influence purchases or the choice of vendors/consultants or have knowledge of or access to confidential or proprietary University information should be particularly mindful of potential conflicts of interest.

#### DEFINITIONS:

*Conflict of Interest.* An apparent, potential or actual conflict of interest may arise if an Interested Person:

- is engaged in a Business Transaction or has an actual or potential financial or other interest that could cause an independent observer reasonably to question whether the Interested Person’s professional actions or decisions for the University are or could be influenced by considerations of personal, business or familial financial or other gain; or
- receives a financial or other benefit from knowledge of confidential or proprietary University information.
- A conflict of interest may exist even if the actions, decisions or knowledge would not harm the University.

*Interested Person.* An “Interested Person” is

- a Trustee, non-Trustee Committee member, officer or Key Employee,
- their Family Member, or
- an entity of which any of these individuals is a director, trustee, officer, Key Employee or owner.

*Family Member.* A “Family Member” is

- a spouse or ancestor,
- a sibling, child, grandchild or great-grandchild, or
- the spouse of a sibling, child, grandchild or great-grandchild.

*Business Transaction.* A “Business Transaction” includes but is not limited to a contract of sale, lease, license, insurance, performance of services or joint venture, in which the University has a business interest or relationship.<sup>2</sup>

#### PROCEDURES:

Annually, each Trustee, non-Trustee Committee Member, Officer and Key Employee (and for each Trustee, before his or her initial election) is required to complete a Business Conflict of Interest Disclosure Form, providing full information about any Policy-relevant Business Transaction, financial or other interest and/or financial or other benefit from knowledge of confidential or proprietary University information. During the year, an individual also must disclose promptly any apparent, potential or actual conflict of interest that arises and was not disclosed previously. Completed forms should be sent to the Corporate Secretary, who will provide a copy of all completed forms to the Chair of

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<sup>1</sup> The University will determine annually the identity of Key Employees, if any, at the University.

<sup>2</sup> For a former Trustee, officer or Key Employee (within the last five tax years), a Business Transaction includes a transaction between the University and a management company of which the former Trustee, officer or Key Employee is a direct or indirect 35% owner, or an officer, director or trustee.

the Audit Committee.

The University will determine whether any existing or proposed transaction or its circumstances creates an apparent, potential or actual conflict of interest, warranting review and action by an appropriate Board Committee.

In the event an individual who is an Interested Person or is reporting a relationship with an Interested Person (as defined above) has an apparent, potential or actual conflict of interest, the individual will disclose, in good faith, the material facts concerning the interest for consideration by the Committee. The Committee may ask the individual to provide supplemental information, but the individual will not participate in, be present at or inappropriately influence the final deliberations or vote on the matter. While review is pending, the individual will recuse himself or herself from engaging in the matter under consideration at the University. Typically, the solution for dealing with conflicts of interest is disclosure and management of the conflict.

New York law requires that this Policy describe the process by which the University determines whether it will enter into a proposed transaction that would give rise to a conflict of interest for an Interested Person. Before the University may enter into such a proposed transaction, the Committee must determine that the transaction is fair, reasonable and in the University's best interest. If an Interested Person has a substantial financial interest in the proposed transaction, the Committee must consider alternative transactions for the University, to the extent any are available, and approve the proposed transaction by a vote of not less than a majority of the Committee members present at the meeting.

A contemporaneous record of Committee meetings, reflecting the existence, nature and resolution of a conflict and, when required by law, consideration of any available alternative transactions, will be made.

## EXAMPLES:

The following examples are illustrative of apparent, potential or actual conflicts of interest

1. A is an officer in an administrative department at the University and has purchasing authority for his department. His sister owns X, a public relations company, from which the University purchases services. A should disclose this situation and family relationship, even if the University engaged in a competitive bidding process and X submitted the winning bid.
2. The Audit Committee votes each year to approve the appointment of the University's auditors, Y, a partnership. Committee member B announces at the Audit Committee meeting that he has an apparent, potential or actual conflict of interest because B's daughter just became a partner at Y. B should disclose this situation and family relationship and not participate in the auditor decision.
3. The University has invested in Z, a real estate joint venture. C, who recently became a Trustee, also has an investment interest in Z. The University is considering whether to change its investment interest in Z. C should disclose his investment interest in this joint venture and should not participate in any investment decision by the University.

*Policy titled "Conflict of Interest Policy Governing Business Practices for Trustees and Officers Only", effective March 2006; revised and re-titled "Policy on Business Conflict of Interest" on July 1, 2010, and further revised in November 2011, September 2013 and November 2014.*

December 2016

## FAMILY AND BUSINESS RELATIONSHIPS AMONG THE ROCKEFELLER UNIVERSITY TRUSTEES, OFFICERS AND KEY EMPLOYEES

### REPORTING GUIDELINES :

The University is required to report on its Internal Revenue Form 990 Return (which will become publicly available as required by law), family and/or business relationships among Trustees, officers, and/or Key Employees of The Rockefeller University (collectively "**RU Persons**").<sup>3</sup>

A **Family Relationship** exists if an **RU Person** is

- the spouse or ancestor of another **RU Person**;
- the sibling, child, grandchild, or great-grandchild of another **RU Person**, or
- the spouse of a sibling, child, grandchild, or great-grandchild of another **RU Person**.

A **Business Relationship** exists between **RU Persons** when:

- (a) One **RU Person** is employed by the other **RU Person**, or by an organization of which the other **RU Person** is a trustee, director, officer, or greater than 35% owner;
- (b) One **RU Person** transacts business, other than on terms that are generally offered to the public in the ordinary course of business, with the other **RU Person** or with an organization of which the other **RU Person** is a trustee, director, officer, or greater than 35% owner; or
- (c) The **RU Persons** are each a trustee, director, officer, or greater than 10% owner in the same for-profit business or investment entity.

<sup>1</sup> The University will determine annually the identity of Key Employees, if any, at the University.

<sup>2</sup> For a former Trustee, officer or Key Employee (within the last five tax years), a Business Transaction includes a transaction between the University and a management company of which the former Trustee, officer or Key Employee is a direct or indirect 35% owner, or an officer, director or trustee.

# THE ROCKEFELLER UNIVERSITY CODE OF CONDUCT

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## A LETTER FROM THE PRESIDENT:

Dear Colleagues:

The following represents The Rockefeller University Code of Conduct. Reviewed by the Academic Council and the Executive Officers Group, this document is being distributed to all members of the community. We encourage you to read it carefully.

At this time, the University, in common with most non-profit organizations, wishes to demonstrate its commitment to good governance and to state clearly the principles of integrity and fair dealing we will follow.

The Code of Conduct does not substitute for individual responsibility and good judgment. Rather, the Code articulates the ethical and legal principles to which the University subscribes, and identifies many of the documents that set forth the University policies that address these matters.

Our University is a diverse organization that is held together through common goals and consistent standards of conduct. This Code of Conduct helps clarify what we stand for and the rules by which we live.



Richard P. Lifton  
President

*Note: Throughout the text of this Code there are references to policies closely related to the Code provisions. Those policies help to implement but do not limit the Code provisions with which they are associated.*

## ETHICAL CONDUCT

As members of the community, we should conduct ourselves ethically, honestly and with integrity in all dealings. We must be fair and principled in our interactions and must deal in good faith with others, both inside and outside the community. We should act with due recognition of our position of trust and loyalty with respect to the University's research sponsors and donors. We are accountable to each other, to the University, and to ourselves for our actions and omissions, as well as to the general public. When in doubt about the propriety of a proposed course of action, members of the community should seek counsel from those colleagues, supervisors, or administrators who can assist in determining the right and appropriate course.

## RESPECT FOR OTHERS

The Rockefeller community is diverse – in experience, culture, age, race, religion, and in many other ways. The personal actions of each community member contribute to establishing and maintaining the culture of tolerance and respect for which we strive. While principles of free speech remain paramount at Rockefeller, members of the community should respect the rights and dignity of others regardless of differences, and conscientiously abide by the principles of nondiscrimination adopted by the University. Intolerance based on sex, religion, race, sexual orientation or politics has no place in our community. (See equal employment opportunity/affirmative action policy – page 14; see also harassment and intimidation policies – page 25).

## COMPLIANCE WITH UNIVERSITY POLICIES AND PROCEDURES

The University has established policies and procedures for managing its research, business and other operations. Some are required by law and others are designed to ensure smooth and coordinated operations. Members of the Rockefeller community are expected to inform themselves of and comply with applicable University policies and procedures, some of which are referenced in this Code of Conduct.

## CONFLICT OF INTEREST

The Rockefeller community should be sensitive to situations which could raise questions of potential conflicts or the perception of conflicts between personal interests and the University's or the public's interests. As part of the Rockefeller community, we should each consider ourselves to be in positions of trust and conduct ourselves accordingly. In all our dealings, we must act with fairness and the appearance of fairness. We must be particularly aware of situations where there exists a perception of conflict between a person's private interests and official responsibilities. Such conflicts can arise in many areas (for example, government grants and contracts, investments, positions with for-profit companies, and interactions with present or prospective employees or members of the community). Members of the community who have a duty to report regarding conflict of interest must do so faithfully and accept the obligations inherent in the University's policy for managing conflicts, for the protection of our research effort, our investigators and the University itself. (For specific conflict of interest policy for persons involved in research see page 11).

## **COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS**

The University operates in a heavily regulated environment. Compliance with laws is essential as a matter of principle. Members of the community should recognize that noncompliance can have severe adverse financial and other consequences, potentially affecting the reputation and operations of the entire University. The Rockefeller community must comply rigorously with federal, state, and local laws and regulations that apply to the performance of our responsibilities at the University. All have a duty to inform themselves, through University sources and independently, about relevant legal obligations, and to keep current with changes in applicable law. When in doubt about the interpretation of the law, community members should seek advice from the Office of the General Counsel.

## **COMPLIANCE WITH CONTRACTUAL, GRANT, AND OTHER OBLIGATIONS**

The Rockefeller University is committed to adhering to its contractual obligations to donors, the government, suppliers and others. The University will adhere to its contractual requirements and will fulfill its contractual obligations. In any instance where particular contractual or grant requirements are difficult to interpret or apply, Rockefeller personnel should consult with their Head of Laboratory or supervisor. See related Rockefeller University policies at [www.rockefeller.edu/cgi-bin/finance/researchadmin/index.cgi](http://www.rockefeller.edu/cgi-bin/finance/researchadmin/index.cgi); also see sponsored program policies at [www.rockefeller.edu/osp/files/forms.html](http://www.rockefeller.edu/osp/files/forms.html).

## **STEWARDSHIP OF UNIVERSITY PROPERTY AND FUNDS**

As stewards of University property and funds, and with a responsibility to the University's contributors, including donors and federal, state, and local governments, the Rockefeller community should treat University property with care, as if it were our own property, and must expend funds prudently. University property should be used only for appropriate University purposes (and occasional incidental personal use of minimal value); wastefulness should be avoided. Our acts should reflect the recognition of an obligation to use University property consistent with the tax-exempt status conferred on the University. See related policies in this handbook.

## **USE OF COMPUTERS AND ELECTRONIC COMMUNICATIONS**

The University's policy on the use of computers, computer networks, and ancillary communications equipment calls for ethical behavior on the part of all campus users. Any information transmitted to, received from, or stored via the University's computers, computer networks, and ancillary communications equipment and services is the sole property of the University (or otherwise subject to copyright protection). The University may restrict or deny

the use of its computers and network systems in the event of violations of University policies, federal, state, or local laws, or standards of conduct appropriate at the University. See related policies in this handbook and on page 7.

## **RECORDING, ALLOCATING AND CHARGING COSTS AND EFFORT**

The accuracy and reliability of financial and effort reports is of paramount importance to the operations of the University. At all times, Rockefeller faculty and staff must record, allocate, and charge costs and effort accurately (for those staff members requiring effort reporting) and maintain supporting documentation as required by established policies and procedures. See related fiscal policies at [www.rockefeller.edu/cgi-bin/finance/policiesguidelines.cgi](http://www.rockefeller.edu/cgi-bin/finance/policiesguidelines.cgi).

## **CONFIDENTIAL INFORMATION**

The University is entrusted with many kinds of confidential, proprietary and private information. It is imperative that those who have access to this information make no unauthorized disclosures of the information, either during or after affiliation with the University.

## **GIFTS, GRATUITIES AND "KICKBACKS"**

The Rockefeller University and its vendors must be free of any taint. Members of the community should not accept any material gift, gratuity, or other payment, in cash or in kind, from any vendor seeking to do business or currently doing business with the University. For example, an acceptable gift may be a fruit basket received at holiday time and shared with the recipient's department. Cash is never an acceptable gift. See related procurement policies at [www.rockefeller.edu/purchaseandsupply/policies.php](http://www.rockefeller.edu/purchaseandsupply/policies.php).

## **HEALTH, SAFETY AND THE ENVIRONMENT**

The Rockefeller University is committed to providing safe and healthy work environments at its facility for all members of the community and for our visitors. We are committed to providing employees with a drug-free workplace and to compliance with the New York City smoking law. We are dedicated to designing, constructing, maintaining and operating facilities that protect our people and physical resources. It is our policy to comply with all applicable health and safety laws and regulations, to provide and require the use of adequate protective equipment and measures, and to insist that all work be done in a safe and responsible manner. It is the responsibility of each member of the Rockefeller community to follow all University policies and procedures related to workplace health and safety. Rockefeller is also pledged to being an environmentally responsible corporate citizen. We are committed to minimizing the impact of our facility on the environment with methods that are socially responsible, scientifically based and economically sound. See related policies at [www.rockefeller.edu/lab/policiesProcedures.php](http://www.rockefeller.edu/lab/policiesProcedures.php); see also the Smoking Policy on page 36 and the Substance Abuse Policy on page 37.

## REPORTING SUSPECTED IMPROPER CONDUCT

Members of the Rockefeller community should report material violations of this Code of Conduct, laws and regulations, or University policies and procedures to one or more of the following: a supervisor, the Vice President for Finance, the Vice President for Human Resources, the Vice President for Academic Affairs, the University's General Counsel or the Chair of the University's Audit Committee. Individuals charged with supervising others at the University should do so actively, making sure that those under their supervision receive adequate training in order to meet their obligations under this Code of Conduct. Supervisors are expected to take appropriate disciplinary action to address noncompliance.

## THE ROCKEFELLER UNIVERSITY WHISTLEBLOWER POLICY

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### PURPOSE OF THE POLICY

The Rockefeller University values trust, collaboration and collegial activity. As members of this community, all are expected to behave in accordance with the University's Code of Conduct.

In the event a member of the community – a trustee, officer, employee or volunteer – suspects or is aware of improper conduct, the member should report such conduct as described below.

### WHAT TO REPORT

**“Improper conduct”** means illegal or fraudulent activity or conduct in violation of any adopted policy of the University. More particularly, improper conduct includes financial misconduct, research misconduct, and material violations of University policy, including all forms of harassment, as well as asking or forcing another person to engage in improper conduct, or using an official title, authority or influence to interfere with another person's right to make a report of improper conduct.

**“Report”** under this Policy is a communication, made in good faith, to one of the persons listed below about known or suspected improper conduct by or within the University. Persons making such reports are referred to in this Policy as **“reporters.”**

### HOW TO REPORT

The University encourages persons who, in good faith, seek to report actual or suspected improper conduct to speak with one of the persons listed below (“Where To Report”). In many instances, discussion with one of those persons can lead to an informal clarification of circumstances without the need for a more formal process. When informal process is not sufficient, reports of improper conduct should be made in writing as an aid to review and investigation. Reports should include as much specific detail as possible.

## CONSEQUENCES OF VIOLATIONS

Violations of this Code of Conduct, of laws and regulations, or of University policies and procedures may carry disciplinary consequences, up to and including dismissal.

## NO RIGHTS OR CLAIMS

This Code of Conduct and the University Policies are not contracts of employment and do not create rights or claims of any kind for members of the University community or expectations regarding employment at The Rockefeller University.

Anonymous reports will be accepted, but are not encouraged because it is likely that such reports will be difficult to investigate and resolve.

A reporter must not seek to obtain evidence by methods that are themselves improper conduct. Engaging in such conduct may incur sanctions. (See “Considerations for Reporters” below).

### WHERE TO REPORT

A report of actual or suspected improper conduct can be made to the reporter's immediate supervisor or Head of Laboratory. Other individuals to whom a report may be made are

- another supervisor in a laboratory or department,
- the Vice President for Human Resources,
- the Vice President for Finance,
- the Vice President for Academic Affairs,
- the University's General Counsel, or
- the Chair of the Audit Committee of the University's Board of Trustees.

The names of the individuals holding these positions can be found on the University's website.

Any person listed above who receives a written or an oral report of actual or suspected improper conduct shall promptly notify the Vice President for Human Resources. All communications about improper conduct should be saved, if written, or, if oral, noted down by the person to whom the report is made. All University employees, especially supervisors, should be alert to formal or informal communications that may constitute a report of improper conduct, keeping in mind that such reports may not name specific individuals.

When warranted, law enforcement authorities will be notified of a report.

## CONSIDERATIONS FOR REPORTERS

Confidentiality will be maintained wherever possible during the investigation of reported improper conduct. Reporters should be aware, though, that their identities may become known during an investigation or for reasons beyond the control of investigators. Reporters should be prepared to be interviewed by University investigators, and by law enforcement if possible criminal conduct is involved.

The University prohibits retaliatory action against a reporter or a person who cooperates in an investigation under this Policy. Anyone who retaliates against a person for making a good faith report under this Policy will be subject to disciplinary action. In order for a reporter to be protected against retaliatory action, his or her identity must be known to the University.

A person making a report under this Policy is not protected against disciplinary action with respect to her or his own involvement in improper conduct, including obtaining evidence by methods that are themselves improper. In addition, by making a report under this Policy, a reporter is not shielded from adverse personnel actions taken on the basis of her or his job performance or other legitimate reasons. A person who knowingly makes a baseless report will be subject to disciplinary action, up to and including discharge or severance of his or her relationship with the University.

A reporter who wishes to report an incident of retaliation should file a written complaint with the Vice President for Human Resources within 60 days of the alleged act of retaliation.

## PROCEDURES

A person who is the subject of reported improper conduct under this Policy will be informed of the allegation if a

preliminary review by the University indicates that the allegation may have merit. He or she will have the opportunity to be heard, and may consult and be represented by persons of his or her choice, including legal counsel. The subject's Head of Laboratory or department head will be informed before the subject is given notice of the report.

The subject of a report may be placed on leave if the University, in its discretion, determines that leave would be appropriate. Investigations and disciplinary actions that result from reports of actual or suspected improper conduct will be undertaken in accordance with other University policies and procedures. If no other policy applies, then the investigation procedure set forth below will be followed.

If the University receives a report containing facts that can be investigated, the University promptly will begin an investigation that will be completed as quickly as possible. The Vice President for Human Resources typically will manage the investigation process. Persons making reports under this Policy will be informed of the investigation outcome unless there is a legal, public interest or other significant reason not to do so. The University's General Counsel will be responsible for reporting reports and investigations under this Policy to the Vice President for Finance and to the Audit Committee of the Board of Trustees.

If an investigation results in a finding of improper conduct, appropriate disciplinary action will be taken.

In the event that a report is found to be baseless or after preliminary review or an investigation, is found to have no merit, a subject of such report will not have any right or other claim against the University based on this Policy or any actions taken by the University under this Policy.

A copy of this Policy will be made available to all trustees, officers and employees and to volunteers who provide substantial services to the University.

## POLICY ON RESPONSIBLE USE OF UNIVERSITY COMPUTING RESOURCES

### POLICY STATEMENT

University computing resources are powerful tools that are made available to support the University's research and education missions and its administrative and other business functions. These computing resources also serve to enhance and improve robust, open communication among and between members of the community and others.

Users are responsible for exercising good judgment when using University computing resources, and are expected to be mindful of and respectful towards members of the community and the University. Users should take personal responsibility for adhering to the University's standards of appropriate conduct and propriety. These standards, at an individual level, include the commitment to a professional work environment in which all individuals are treated with respect and dignity and are caused to experience no discrimination or harassment. On an institutional level, these standards include a recognition that University computing resources are provided to support

the University's research and education missions, and that misuse of these resources is damaging to the community of individuals who comprise the University and threatens the efficiency and integrity of the University's operations.

### DEFINITIONS

The following definitions apply to terms used throughout this policy.

**University Computing Resources**—University computing resources are defined to include all computers, networks, servers, services and all devices at any time on the University network systems (including, but not limited to, voice, video and data networks, switches, routers and storage devices), whether or not administered or owned by the University; and all University-owned computers.

**Electronic Communications and Materials**—Electronic communications and materials relating to University business and/or to using University computing resources or

University facilities are defined as any and all data or information in any form that is maintained, communicated or posted by any means, including, but not limited to, worldwide web, electronic mail, bulletin boards, instant messaging or other electronic tools, using University computing resources.

## **SECURITY OF UNIVERSITY COMPUTING RESOURCES**

The University's Information Technology Department continually takes steps to safeguard the integrity of its computing resources and to maintain and ensure proper operations.

University personnel do not engage in an inspection of electronic files, other than on an exceptional basis. Therefore, the University does not routinely monitor the content of electronic communications and materials maintained, communicated or posted using University computing resources. Users are advised, however, against any expectation of privacy or confidentiality in such electronic communications or materials. Exceptional circumstances under which the University will inspect or take other appropriate actions regarding electronic communications or materials include, but are not limited to, the following:

- While performing security or maintenance functions, Information Technology personnel may detect evidence of a violation of law, University policies or rules, University contractual obligations or University standards of conduct or propriety, as described more fully below, which will be reported to the University's Chief Information Officer for appropriate action.
- The University may monitor, copy, confiscate or deny access to, or take other appropriate action regarding the use of University computing resources and/or regarding electronic communications and materials using University computing resources when the University determines that the law, University policies or rules, University contractual obligations or University standards of conduct or propriety may be violated and/or to investigate credible evidence or allegations of such violations. When a violation has been established, the University will take appropriate action concerning continued use of University computing resources and discipline of employees, up to and including dismissal.
- If the University is notified of a claim of copyright infringement, the University reserves the right to expeditiously remove the allegedly infringing electronic communication(s) and/or material(s) until the claim is resolved. In appropriate circumstances, the University will terminate a user's access to the University's computing resources if the user is found to have repeatedly infringed the copyright of others.
- The University reserves the right to refuse e-mail and other connections from outside hosts that send unsolicited, mass or commercial messages, or messages that appear to contain viruses, worms or other malware (i.e., malicious software designed to infiltrate or damage a computing or other electronic system) to University or other users.
- The University reserves the right to disconnect without notice from its networks or other University computing resources, any computer or electronic device that may have a harmful virus, worm or other malware.
- The University may disclose or otherwise use electronic communications and materials to comply with a subpoena or other legal demand, or to cooperate with law enforcement or federal, state or local authorities, or in litigation or other legal proceedings.

## **RESPONSIBLE USE OF UNIVERSITY COMPUTING RESOURCES**

Individuals who are provided access to the University computing resources must assume responsibility for their appropriate use. The University expects individuals to be careful, honest, responsible and civil when they are using University computing resources.

1. Access to University computing resources is provided for use in support of the University's research, education, administrative and other business functions. Incidental and occasional personal use of these resources consistent with University policy and rules is permitted so long as such use does not disrupt or distract from the conduct of University business, due to volume or frequency.
2. Individuals assume personal responsibility for the use of their accounts and are responsible for maintaining the security of their accounts, including their passwords. Passwords on all computers and software applications on campus (including those not maintained by the IT Department) must follow the current University guidelines at: [http://it.rockefeller.edu/pwd\\_req](http://it.rockefeller.edu/pwd_req).
3. Individuals assume personal responsibility for protecting their computers. Protection from malware such as viruses and spyware must be installed as per the University guidelines at: <http://it.rockefeller.edu/malwareProtection-req>.
4. Individuals assume personal responsibility for proper physical use of the network and must not install inappropriate network devices (such as wireless access points, hubs, and routers) according to the guidelines at: <http://it.rockefeller.edu/network-req>.
5. Users should respect the shared nature of the University's computing resources and refrain from activities that will interfere with the ability of others to use those resources.
6. Users may not send electronic communications or materials that do not comply with the University's standard of conduct and propriety referenced in the Policy Statement above. In considering whether an electronic communication or material may be inappropriate, a user should consider whether the content, style or timing of the communication or material would be perceived as hostile or unwelcome by any recipient or would be unlawful if made public (including through the media or in a court proceeding) and/or if the author was publicly identified.

7. University computing resources may not be used for purposes that violate the law, University policies or rules or University contractual obligations.
8. Confidential information, particularly medical information or personal or private data typically thought to be non-public (such as an individual's social security number or academic record), must be used and maintained according to applicable law, University policies, rules or guidelines and University contractual obligations regarding the use and maintenance of such data. Persons who handle this type of material as part of their job duties must follow applicable operating procedures for working with the information.
9. University employees may gain access to confidential or proprietary information through contractual arrangements entered into by the University. Users of University computing resources must not knowingly violate University contractual obligations that restrict the use or maintenance of such information.
10. Use of University facilities, including University computing resources, for commercial activity for personal financial gain is strictly prohibited. This prohibition does not include use of these resources for permissible external activities by investigators pursuant to the University's Conflict of Commitment Policy.

## **POLICY VIOLATIONS — EXAMPLES**

Violations of this Policy may occur in a variety of ways. Examples of improper use of University computing resources include, but are not limited to:

- To harass, threaten or otherwise cause harm to a specific individual(s) or class(es) of individuals, whether by direct or indirect reference, by sending communications that are perceived as hostile or unwelcome, whether of a sexual or other nature, or that reflect bias or disrespect based on race, color, religion, sex, age, national origin, citizenship status, marital status, sexual orientation, military status, veteran status or disability;
- To download, use, distribute, post or disseminate material in violation of the law, including but not limited to software infringement; breaking into or tampering with computer systems; unlawful spreading of computer viruses, worms or other malware; unlawful use or distribution of copyrighted material (e.g., music and movies); defamation or libel; pornography; prohibited gambling and/or theft; or assisting others in any such violations;
- To download, use, distribute, post or disseminate material, in violation of license restrictions or University contractual agreements;
- To impede, interfere with, impair or otherwise cause harm to others, including but not limited to knowingly propagating electronic chain mail, spamming, electronically misrepresenting the user's or his or her electronic identity (e.g., email spoofing), electronic eavesdropping, or launching a computer virus, worm, or other malware;

- To forge, falsify, alter or otherwise misuse University or non-University records, including electronic mail headers, electronic directory information or other electronic information identified as University records, including account, login or password information; and
- To damage or otherwise interfere with University facilities or resources.

## **EFFECT AND INCORPORATION BY REFERENCE**

This Policy supersedes the Policy on Responsible Use of Computing and Electronic Communications, the Memorandum Re Computer and Data Network Security, dated May 4, 1998, and the World Wide Web (WWW Policy), dated November 6, 1996 (collectively, the "Prior Policies") as of the Effective Date set forth below, is binding on all persons using University computing resources, and shall be deemed to be incorporated by reference in existing agreements referencing any of the Prior Policies.

This Policy does not abrogate procedures or practices governing the operation and maintenance of laboratory and/or departmental systems insofar as they are not in conflict with this Policy. Laboratories and/or departments may wish to develop their own additional procedures that are not addressed by this policy in order to support specific organizational requirements, such as procedural guidelines regarding security and privacy.

## **REPORTING A VIOLATION OR MAKING INQUIRIES**

If you believe that a violation of this policy has occurred or you have questions about this policy, contact the Chief Information Officer. The Chief Information Officer will notify other officers and/or University personnel, as appropriate. If you believe that a personnel-related violation of this policy has occurred or you have personnel related-questions about this policy, contact the Vice President for Human Resources.

## **EFFECTIVE DATE**

This Policy is effective on April 6, 2005, upon approval by Frederick M. Bohen and was amended, effective on April 20, 2006. This Policy may be amended from time to time by the University's Chief Information Officer, Anthony Carvalloza, with the concurrence of the President's Office.

This Policy is amended, effective on April 12, 2007.

This policy is amended , effective on December 16, 2016

Person Responsible for this Policy:

Mr. Anthony Carvalloza

Chief Information Officer

# THE ROCKEFELLER UNIVERSITY POLICY ON FINANCIAL CONFLICT OF INTEREST IN RESEARCH

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## INTRODUCTION

The objective of this Policy is to maintain the integrity and transparency of financial relationships as they may relate to Investigators' research at The Rockefeller University ("**University**"). To accomplish our purpose, all Investigators (defined below) must complete an annual certification ("**Annual Certification**") of their Significant Financial Interest ("**SFI**," defined below) disclosures.<sup>1</sup>

This Policy is consistent with the financial conflict of interest regulation promulgated by the Department of Health and Human Services ("**DHHS**"), as revised in 2011 ("**Regulation**"), and applies to all research funded by federal Public Health Service ("**PHS**") agencies as well as sponsors that follow the Regulation.<sup>2</sup>

Recipients of research funds from sources other than PHS and sponsors that follow the Regulation must comply with the conflict of interest requirements of the funding source.

Irrespective of funding source, Investigators must disclose all of their SFI, as requested, including during the University's annual disclosure cycle. These SFI disclosures enable the University to initiate its conflict of interest review, as needed.

Investigators who are responsible for the design, conduct, or reporting of research are required to complete an Annual Certification of their SFI disclosures prior to submitting a PHS grant application. Investigators are required to complete a Research Certification to update their SFI disclosures in connection with new research projects. Investigators also must update their SFI disclosures within thirty (30) days of discovering or acquiring any new SFI. The University's Faculty Conflict of Interest Committee ("**Committee**") determines whether the disclosed SFI is related to the Investigator's PHS-funded research, and, if related, whether the SFI creates a financial conflict of interest ("**fCOI**"). If a conflict exists, assistance will be provided to eliminate, reduce, or manage the conflict.

The Rockefeller University Policy on Financial Conflict of Interest in Human Participant Research describes The Rockefeller University Hospital's conflict of interest standard and process governing research involving human participants. Additional fCOI disclosures may be requested and requirements may be imposed by the University's Institutional Review Board ("**IRB**"). For research involving human participants, fCOI will be reviewed by the Committee and by the University's IRB.

## DEFINITIONS

### Investigator

Investigator means the Project Director or Principal Investigator and any person in or collaborating or consulting with a laboratory, regardless of title or position, who is responsible for the design, conduct, or reporting of research.

### Financial conflict of interest (fCOI)

A financial conflict of interest exists when an Investigator's SFI could directly and significantly affect the design, conduct, or reporting of the Investigator's research.

### External Organization

An external organization means any domestic or foreign, public or private organization (excluding a Federal agency) from/in which an Investigator (and/or his/her spouse and/or dependent children) receives remuneration or has an ownership or equity interest. External organizations include for-profit or not-for-profit companies, non-governmental organizations, foundations, and other entities.

### Significant Financial Interest (SFI)

A significant financial interest means a financial interest consisting of one or more of the following interests, subject to the monetary thresholds below, of the Investigator (and/

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<sup>1</sup> During the University's annual disclosure cycle, each Investigator will be notified by email to complete an Annual Certification. The email notification will contain a link to the Investigator's Annual Certification workspace in the University's Research Administration System ("**RAS**"). Investigators also may log into RAS at any time to complete or update SFI disclosures at: <https://RAS.rockefeller.edu>.

<sup>2</sup> References in this Policy to "PHS-funded research" or "PHS awarding agency" include research funded by sponsors that follow the Regulation.

or her/his spouse and/or dependent children) that reasonably appears to be related to the Investigator's Institutional Responsibilities:

1. **Payments or Remuneration** (e.g., salary, consulting fees, honoraria, paid authorship, board service payments) from an external organization, received in the 12 months prior to the date of disclosure.
2. **Equity Interest** (e.g., publicly traded or non-publicly traded stock, stock options, or other ownership interest) in an external organization, held as of the date of disclosure.
3. **Intellectual Property Payments** (e.g., royalties or other remuneration) related to intellectual property rights and interests (e.g., patents, copyrights) from any source other than the University, received in the 12 months prior to the date of disclosure.
4. **Reimbursed or Sponsored Travel** paid by an external organization in the 12 months prior to the date of disclosure.
  - **Sponsored travel** includes travel that is paid on behalf of the Investigator but not reimbursed directly, so that the exact monetary value may not be known by the Investigator. In such circumstances, an estimate of the sponsored travel must be disclosed.
  - Investigator disclosures must specify the purpose of the trip, the identity of the sponsor/organizer, the destination, and the trip's duration.

Financial interest in or from any single external organization must be disclosed if the **total aggregated value** of payments or remuneration, intellectual property payments, reimbursed or sponsored travel, and/or an equity interest (if in a publicly-traded organization) **exceeds \$5,000**. Note: an equity interest in a non-publicly traded organization must be disclosed **regardless of the value, even if it does not exceed \$5,000**.

#### **SFI does not include:**

- Salary, royalties, or other remuneration from the University or Howard Hughes Medical Institute;
- Any ownership or income in mutual funds or retirement accounts so long as the Investigator does not directly control these vehicles' investment decisions;
- Income from, or reimbursed or sponsored travel relating to, seminars, lectures, teaching engagements, service on advisory committees, honoraria, or review panels for a U.S. federal, state, or local government agency; a U.S. institution of higher education, academic teaching hospital, or medical center; or a research institute that is affiliated with a U.S. institution of higher education; or
- Payments by or ownership in an external organization that are clearly unrelated to an Investigator's Institutional Responsibilities.

#### **Faculty Conflict of Interest Committee (Committee)**

The Committee, composed of members of the University faculty, has the authority to determine whether an Investigator's SFI creates an fCOI. If so, the Committee works with the Investigator to eliminate, reduce, or manage the conflict by implementing a management plan.

#### **Institutional Responsibilities**

Institutional responsibilities means an Investigator's professional responsibilities on behalf of the University which may include, for example, activities such as research, research consultation, teaching, professional practice, institutional committee memberships, and service on panels such as the University's IRB or a Data and Safety Monitoring Board.

#### **INVESTIGATOR DISCLOSURES**

Each Investigator must update his or her SFI disclosures:

- at least annually, by completing an Annual Certification;
- within 30 days of acquiring a new SFI, including reportable travel;
- within 30 days of discovering previously unreported SFI; and
- in connection with new PHS-funded research projects, or when an Investigator is added to the list of investigators on an ongoing PHS-funded research project, by completing a Research Certification.

As a pre-condition to submitting a grant application to a PHS awarding agency, each Investigator named on the application must have completed an Annual Certification within the prior 12 months.

#### **SUB-RECIPIENT DISCLOSURES**

If research is done on behalf of the University through institutional sub-recipients, the University will incorporate, as part of a written agreement with the sub-recipient, terms that establish whether the University's or the sub-recipient's fCOI policy will apply to the sub-recipient's investigators. Additionally, the written agreement should address the time frames within which the sub-recipient must provide either (i) fCOI information necessary to ensure that the University is able to meet its fCOI reporting obligations to the PHS awarding agency, or (ii) financial disclosure information to enable the University to comply timely with its review, management, and reporting obligations under the Regulation.

- If a sub-recipient defers to the University's fCOI Policy, the individuals at the sub-recipient involved in the design, conduct, or reporting of the research are considered Investigators as defined in the University's fCOI Policy.
- If a sub-recipient's policy applies, the sub-recipient must certify that its policy complies with the Regulation.

## **PROCEDURES FOR DETERMINING AND ADDRESSING CONFLICT**

No funds from a PHS awarding agency can be expended until all fCOI related to the awarded grant have been eliminated, reduced, or managed.

The Committee oversees and manages implementation of this Policy. The Committee will review each certification to determine: (a) whether a reported SFI disclosure reasonably appears to be related to the Investigator's PHS-funded research and/or other Institutional Responsibilities, *and*, (b) if related, whether the SFI could directly and significantly affect the design, conduct, or reporting of the research. If the answer to both (a) and (b) is "Yes", an fCOI may be found to exist.

If the Committee determines that the Investigator has an fCOI, the Committee will work with the Investigator on a management plan to eliminate, reduce, or manage the conflict. Management plan elements may include, but are not limited to, requiring the Investigator to disclose the potential fCOI to laboratory or study team members working on the research, to research participants, and/or to publishing journals; establishing independent review of research data; and/or requiring the Investigator to relinquish the SFI. The University will monitor the Investigator's compliance with each imposed management plan on an ongoing basis until completion of the PHS-funded research project.

To the extent that a new or previously unreported SFI is disclosed during the course of PHS-funded research (*e.g.*, an Investigator who is new to the research project discloses SFI or a previously named Investigator discloses new or previously unreported SFI), the Committee will, within 60 days from the date of the disclosure, determine whether an fCOI exists, and, if so, will implement a plan to eliminate, reduce, or manage the conflict.

If an fCOI is not identified or managed as required, due to (i) a failure by an Investigator to timely disclose SFI that is later determined by the Committee to constitute an fCOI, (ii) the University's failure to review or manage such an fCOI, or (iii) an Investigator's failure to comply with an fCOI management plan, the University will, within 120 days of its determination of noncompliance, complete a retrospective review of the Investigator's activities and PHS-funded research to determine whether the design, conduct, or reporting of the research has been affected by bias. The University will document the retrospective review, including, at a minimum: (i) the project number and title, (ii) the Investigator's name and the external organization creating the fCOI, (iii), the Principal Director/Principal Investigator contact information, (iv) the reason(s) for the review, (v) the detailed methodology used for the review, and (vi) the findings and conclusions. The University will notify the PHS awarding agency of any bias found in the PHS-funded research and will submit a mitigation report that addresses the impact of the bias on the research project and the University's plan to eliminate or mitigate the effect of the bias.

The University will maintain records of all Investigator disclosures of financial interests and all actions under this fCOI Policy. Records will be kept for at least three years from the date that the final expenditure report is submitted to the PHS awarding agency, or, when applicable, as specified in 45 C.F.R. Sections 74.53(b) and 92.42(b) for different situations.

If DHHS determines that a PHS-funded clinical research project whose purpose is to evaluate the safety or effectiveness of a drug, medical device, or treatment has been designed, conducted, or reported by any Investigator with an fCOI that was not managed or reported as required by the Regulation, the University will require the Investigator to disclose the fCOI in each public presentation of the results of the research and to request an addendum to her or his previously published presentations.

## **REPORTING FINANCIAL CONFLICT OF INTERESTS**

Prior to the University's expenditure of awarded funds, the University is required to report to the PHS awarding agency the existence of any fCOI, including fCOI of sub-recipient Investigator's management plan(s) and to submit an fCOI report to the awarding agency. The University also must submit annual fCOI reports to the PHS awarding agency during the award period. These annual reports must address the status of the fCOI, *e.g.*, whether the fCOI is being managed, any changes to the management plan, and/or if the fCOI no longer exists. Annual reports must be made for the duration of the research project period (including extensions with or without funds) in the time and manner specified by the PHS awarding agency.

The University must also submit fCOI reports to the PHS awarding agency within sixty (60) days of identifying any previously unreported fCOI.

Within five (5) business days of receiving a written request from the public for information about PHS-funded research involving an Investigator with an fCOI, the University will respond to the request in writing, providing the name of the Investigator, the external organization in which the Investigator holds SFI, the nature of the SFI, and the approximate value of the SFI, in dollar ranges, if known.

## **FINAL UNIVERSITY CONFLICT OF INTEREST AUTHORITY**

If the Committee is unable to reach agreement with an Investigator on an appropriate plan to eliminate, reduce, or manage an fCOI, the Committee will provide the Investigator with a written impasse letter. Within two weeks of the date of the written impasse letter, the Investigator or the Committee will seek the intervention of the University President.

The President will address the conflict and render a decision on its resolution. The President's decision is final, except that it does not extend to the decisions and actions of the University's IRB in carrying out its independent

function of protecting human study participants in clinical research.

## **TRAINING**

Each Investigator must be trained on this Policy, the Investigator's responsibilities regarding SFI disclosure, and the requirements of the Regulation. Each Investigator must complete this training (i) prior to engaging in any PHS-funded research, (ii) at least every four (4) years, and (iii) immediately, in any of the following circumstances:

- the Investigator is new to the University;
- the University revises this Policy in any manner that affects the requirements applicable to Investigators; or
- the University finds that an Investigator is not in compliance with this Policy or with the Investigator's fCOI management plan.

## **NONCOMPLIANCE AND SANCTIONS**

In the event an Investigator fails to comply with this Policy or a previously imposed fCOI management plan, the Committee shall recommend appropriate sanctions that may include, for example, imposing a stricter management plan, withholding a PHS grant application, suspending an ongoing PHS-funded research project, freezing PHS-funded research project funds, and/or other appropriate sanctions.

**As amended by the Academic Council on April 17, 2012, effective August 24, 2012 and reported to the Board of Trustees on June 6, 2012, and as further amended by Academic Council on April 18, 2016 and May 16, 2017.**

## THE ROCKEFELLER UNIVERSITY POLICY ON CONFLICT OF COMMITMENT IN RESEARCH

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This conflict of commitment in research policy has been adopted by the University and is not subject to external requirements.

Investigators' external activities should not interfere with the primary professional commitment of their time and intellectual energies to the education and research programs of The Rockefeller University.

Up to fifty-two (52) days per year may be devoted to external activities provided that an investigator's University work is not adversely affected. Government service and service with not-for-profit institutions do not count against the guideline stated here.

Subject to prior approval, University doctoral students and postdoctoral appointees may engage in extramural activities for compensation, if those activities will further or enhance career growth (e.g., research, scientific advising, teaching, or clinical employment), not negatively impact on future growth (e.g., requiring non-compete clause), and generally not utilize the facilities, equipment, or funds of the University. Careful consideration will be given to a request to engage in an extramural activity for a company in which a Head of Laboratory has a significant financial interest (as defined in the University's Policy on Financial Conflict of Interest<sup>3</sup>). Prior approval must be obtained from (i) the requestor's Head of Laboratory and (ii) (a) if the requestor is a student, the Dean of Graduate and Postgraduate Studies, or (b) if the requestor is a postdoctoral appointee, the Vice President for Academic Affairs. With the prior approval of the Vice President for Medical Affairs, an instructor in clinical investigation may provide on-call coverage at The Rockefeller University Hospital for compensation, or volunteer his or her time without pay in clinical activities that enhance his or her career growth.

Requests to engage in activities outside of these guidelines should be addressed to the President or his or her designee and may be approved if extraordinary circumstances warrant.

Consulting arrangements with outside entities cannot compromise the University's rights to intellectual property as established in University policy.

Entities outside the University may not impose restrictions on investigators' rights to disseminate results of research performed at the University in published or other form, except for reasonable delays not to exceed ninety (90) days to allow for patent processing.

**As amended by the Academic Council on April 17, 2012, effective August 24, 2012 and reported to the Board of Trustees on June 6, 2012, and as further amended by Academic Council on April 18, 2016 and October 16, 2017.**

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<sup>3</sup> Consistent with the University's Policy on Financial Interest, this includes a significant financial interest held by a Head of Laboratory's spouse and/or dependent children.

# THE ROCKEFELLER UNIVERSITY POLICY ON FINANCIAL CONFLICT OF INTEREST IN HUMAN PARTICIPANT RESEARCH

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## INTRODUCTION

The objective of this Policy is to maintain integrity and transparency of financial relationships as they may relate to Investigators' human participant research at The Rockefeller University ("**University**"). To accomplish our purpose, all Investigators (defined below) must complete an annual certification ("**Annual Certification**") of their Significant Financial Interest ("**SFI**", defined below) disclosures.<sup>1</sup>

This Policy applies to all human participant research conducted at the University.<sup>2</sup> Irrespective of funding source, Investigators must disclose all of their SFI, as requested, including during the University's annual disclosure cycle. These SFI disclosures enable the University to initiate its conflict of interest review, as needed.

Investigators who are responsible for the design, conduct, or reporting of research involving human participants are required to complete an Annual Certification of their SFI disclosures prior to submitting a protocol for review by the University's Institutional Review Board ("**IRB**"). Investigators are required to complete a Research Certification to update their SFI disclosures in connection with new research protocols on which they are Key Study Personnel ("**KSP**") (defined below). Investigators also must update their SFI disclosures within thirty (30) days of acquiring or discovering any new SFI. The University's Faculty Conflict of Interest Committee ("**Committee**") determines whether the disclosed SFI is related to the Investigator's research, and, if related, whether the SFI creates a financial conflict of interest ("**fCOI**"). If a conflict exists, assistance will be provided to eliminate, reduce, or manage the conflict. By requiring the routine completion of financial disclosures, the University expects that studies will not be withheld from submission or timely IRB review/approval due to a disclosure failure.

## DEFINITIONS

### Investigator

Investigator means any KSP regardless of title or position, who is named on a study protocol involving human participants.

### Key Study Personnel (KSP)

All persons who are responsible for the design, conduct, or reporting for the study.

### Financial conflict of interest (fCOI)

A financial conflict of interest exists when an Investigator's SFI could directly and significantly affect the design, conduct, or reporting of the Investigator's research.

### External Organization

An external organization means any domestic or foreign, public or private organization (excluding a Federal agency) from/in which an Investigator (and/or his/her spouse and/or dependent children) receives remuneration or has

an ownership or equity interest. External organizations include for-profit or not-for-profit companies, non-governmental organizations, foundations, and other entities.

### Significant Financial Interest (SFI)

A significant financial interest means a financial interest consisting of one or more of the following interests, subject to the monetary thresholds below, of the Investigator (and/or her/his spouse and/or dependent children) that reasonably appears to be related to a protocol involving human participants:

1. **Payments or Remuneration** (e.g., salary, consulting fees, honoraria, paid authorship, board service payments) from an external organization, received in the 12 months prior to the date of disclosure.
2. **Equity Interest** (e.g., publicly traded or non-publicly traded stock, stock options, or other ownership interest) in an external organization, held as of the date of disclosure.

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<sup>1</sup> During the University's annual disclosure cycle, each Investigator will be notified by email to complete an Annual Certification. The email notification will contain a link to the Investigator's Annual Certification workspace in the University's Research Administration System ("**RAS**"). Investigators also may log into RAS at any time to complete or update SFI disclosures at: <https://RAS.rockefeller.edu>.

<sup>2</sup> The Rockefeller University Policy on Financial Conflict of Interest in Research applies to all research funded by federal Public Health Service ("**PHS**") agencies as well as sponsors that follow the PHS financial conflict of interest regulation promulgated by the Department of Health and Human Services, as revised in 2011 ("**Regulation**"). Investigators conducting human participant research funded by a PHS agency or a sponsor that follows the Regulation must comply with the requirements of both this policy and the aforementioned conflict of interest policy. Recipients of research funds from sources (other than PHS agencies or sponsors that follow the regulation) that impose the funder's own conflict of interest requirements must comply with those requirements in addition to those of the University.

3. **Intellectual Property Payments** (e.g., royalties or other remuneration) related to intellectual property rights and interests (e.g., patents, copyrights) **from any source**, received in the 12 months prior to the date of disclosure.

4. **Reimbursed or Sponsored Travel** paid by an external organization in the 12 months prior to the date of disclosure.

- **Sponsored travel** includes travel that is paid on behalf of the Investigator but not reimbursed directly, so that the exact monetary value may not be known by the Investigator. In such circumstances, an estimate of the sponsored travel must be disclosed.
- Investigator disclosures must specify the purpose of the trip, the identity of the sponsor/organizer, the destination, and the trip's duration.

Financial interest in or from any single external organization must be disclosed if the **total aggregated value** of payments or remuneration, intellectual property payments, reimbursed or sponsored travel, and/or an equity interest (if in a publicly-traded organization) **exceeds \$5,000**. Note: an equity interest in a non-publicly traded organization must be disclosed regardless of the value, **even if it does not exceed \$5,000**.

In addition, an Investigator must disclose his/her inventorship of any drug, device, or method that is to be used in research involving human participants and on which the Investigator is a KSP.

#### **SFI does not include:**

- Salary or other remuneration from the University or Howard Hughes Medical Institute;
- Any ownership or income in mutual funds or retirement accounts so long as the Investigator does not directly control these vehicles' investment decisions;
- Income from, or reimbursed or sponsored travel relating to, seminars, lectures, teaching engagements, service on advisory committees, honoraria, or review panels for a U.S. federal, state, or local government agency; a U.S. institution of higher education, academic teaching hospital, or medical center; or a research institute that is affiliated with a U.S. institution of higher education; or
- Payments by or ownership in an external organization that are clearly unrelated to an Investigator's Institutional Responsibilities.

#### **Faculty Conflict of Interest Committee (Committee)**

The Committee, composed of members of the University faculty, has the authority to determine whether an Investigator's SFI creates an fCOI. If so, the Committee works with the Investigator to eliminate, reduce, or manage the conflict by implementing a management plan.

#### **Institutional Responsibilities**

Institutional responsibilities means an Investigator's professional responsibilities on behalf of the University which may include, for example, activities such as research, research consultation, teaching, professional practice, institutional committee memberships, and service on panels such as the University's IRB or a Data and Safety Monitoring Board.

#### **PROCEDURES FOR FINANCIAL DISCLOSURE AND FOR ADDRESSING CONFLICT**

Each Investigator must update his or her SFI disclosures:

- at least annually, by completing an Annual Certification;
- within 30 days of acquiring a new SFI, including reportable travel;
- within 30 days of discovering previously unreported SFI; and
- prior to submission of a protocol to the IRB, or when an Investigator is added to an ongoing protocol as KSP, by completing a Research Certification.

The Committee will review each certification to determine whether a reported SFI disclosure reasonably appears to be related to the Investigator's research and, if related, whether an fCOI exists. The Committee will propose a management plan and promptly report the plan to the University's IRB. The IRB may alter or enhance the Committee's proposed plan. No research protocol involving human participants can be approved until all Investigators' fCOI related to the protocol have been eliminated, reduced, or managed.

If previously unreported SFI is discovered during the course of a study involving human participants, the University must undertake a documented audit to determine whether an fCOI exists and, if so, whether the research has been affected by bias. If there is evidence of bias, a report of this activity and steps taken to address the findings must be submitted to the IRB, cognizant agencies, and sponsors. Additional corrective and disclosure measures may be required.

#### **TRAINING**

Each Investigator on a study involving human participants is required, pursuant to AAHRPP guidance, to complete fCOI training prior to engaging in such research and to be retrained at least every four (4) years.

**Adopted by Academic Council on October 7, 2013, and as further amended by Academic Council on May 17, 2016 and May 16, 2017; technical correction approved by Faculty Conflict of Interest Committee and presented to Academic Council on January 25, 2019.**

# POLICY ON INSTITUTIONAL CONFLICT OF INTEREST IN CLINICAL RESEARCH

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## 1. INTRODUCTION AND GENERAL PRINCIPLES

- A. This Policy is intended to cover institutional conflicts of interest that arise in The Rockefeller University's human subjects research. In establishing this Policy, the University has taken into account the best practice guidelines issued in 2008 by the Association of American Medical Colleges.
- B. Institutional financial interests create the potential for inappropriate influence or the appearance of inappropriate influence over the institution's activities. The need to acknowledge and address such a situation is particularly important in human subjects research.

## 2. DEFINITIONS

- A. An Institutional Financial Interest exists when
  - 1. the University receives or might reasonably be expected to receive up-front license fees, milestone or anniversary payments and/or royalty income from University-licensed technology; or
  - 2. the University, through its technology licensing activities, investments, or gifts, holds
    - (a) equity of any amount in a non-publicly traded company that supports or may benefit from the human subjects research project; or
    - (b) equity greater than \$100,000 in value in a publicly-traded company that supports or may benefit from the human subjects research project; or
  - 3. the University has received in the current or previous calendar year a charitable cash contribution greater than \$150,000 from a company that supports or may benefit from the human subjects research project; or
  - 4. an institutional official with direct responsibility for human subjects research holds a significant financial interest (as defined in The Rockefeller University Policy on Conflict of Interest and Commitment in Research) or holds a fiduciary position, with or without remuneration, in a company that supports or may benefit from the human subjects research project.
- B. Human Subjects Research is any research that requires review and approval by the University Institutional Review Board (IRB).
- C. Institutional Officials, for purposes of this Policy, are persons in the following titles who have or could appear to have substantial involvement in elements of oversight or decision-making regarding

human subjects research: President of the University, Physician-in-Chief, Vice President for Medical Affairs, Chief Executive Officer of the Hospital, Medical Director of the Hospital, the University's Human Research Protection Program Institutional Official and the University's Human Research Protection Program Director.

- D. An Institutional Conflict of Interest in human subjects research is present when the significant financial interests of an Institutional Official acting within his or her authority on behalf of the University or when other Institutional Financial Interests of the University exist and might affect or reasonably appear to affect University processes for the design, conduct, review, reporting or oversight of human subjects research.
- E. Compelling Circumstances means those convincing facts that rebut a presumption of the need to eliminate the Institutional Financial Interest or to prohibit the conduct of a particular human subjects research project at the University. If a situation presents Compelling Circumstances notwithstanding an Institutional Financial Interest, the University may implement a human subjects research project but only under a clear and effective management plan. Factors that may be evaluated in determining whether Compelling Circumstances are present include:
  - 1. whether engagement in the proposed human subjects research project holds promise of contributing to the body of knowledge in pursuance of the mission of the University;
  - 2. the nature and amount of the Institutional Financial Interest and, among other similar or related factors, how closely or distantly the interest is related to the research; whether an Institutional Official has control or influence over the commercial research sponsor, donor, or financially-interested company; the size of the commercial research sponsor or financially-interested company and the centrality of the proposed human subjects research to the sponsor's or company's financial success; and the structural boundaries at the University that would insulate the research and its results from influence by the financial interest;
  - 3. whether the University is uniquely qualified, for example, by special facilities or equipment, special patient population, depth of research expertise in the field at the University, the qualifications of its investigators, exceptional expertise or technical skills of the lead investigator making his/her

involvement essential to the conduct of the research, and the capability of the University to safeguard the human participants in the research;

4. the risks to human subjects in a proposed research project;
5. whether the conflict of interest can be effectively managed.

### 3. IDENTIFYING AND REPORTING POTENTIAL CONFLICTS.

- A. The University's Offices of Technology Transfer, Investment, and Development shall, as appropriate, periodically develop lists of Institutional Financial Interests, reflecting
  1. entities that have licensed University technology;
  2. non-publicly traded entities in which the University has acquired equity interests of any amount;
  3. publicly-traded entities in which the University has acquired equity interests in amounts greater than \$100,000 in value through the University's technology licensing activities, investments, or gifts, and
  4. charitable cash contributions greater than \$150,000 from a company that supports or may benefit from the human subjects research project.
- B. The lists referenced in Section A. immediately above will be posted on an Institutional Financial Interest Database available to Rockefeller investigators proposing to do human subjects research projects at the University.
- C. The existence of Significant Financial Interests (as defined in The Rockefeller University Policy on Conflict of Interest and Commitment in Research) of Institutional Officials will also be posted on the Institutional Interest Database referenced in Section B. immediately above.
- D. Principal Investigators are encouraged early in planning for a clinical research project to consult the Financial Interest Database to identify then-current Institutional Financial Interests. The Principal Investigator must again check the Institutional Financial Interest Database immediately prior to protocol submission to the University's Institutional Review Board ("IRB").
- E. When preparing to submit a protocol to the IRB, the Principal Investigator shall review the Institutional Financial Interest Database and, if he or she finds an Institutional Financial Interest listed, the Investigator shall include this information on an IRB Conflict of Interest form and report this potential conflict to the Faculty Conflict of Interest Committee ("Committee").

### 4. REVIEW AND EVALUATION.

- A. Committee Review. The Committee will review and evaluate each potential Institutional Conflict of Interest matter submitted to it, and will determine whether there is a conflict of interest and, if so, whether Compelling Circumstances exist to justify the University's developing a management plan to permit implementation of the human subjects research project.
- B. Management Strategies. If Compelling Circumstances justify the University's participation in a human subjects research project, a conflict management plan will be created with the key goals of serving the best interests of subjects enrolled in the research and maintaining research integrity. Management strategies to be considered include:
  1. Disclosure of the financial interest: (a) to personnel involved in the research and to the commercial research sponsor (if any); (b) in the consent form provided to research participants, and (c) in any substantive public communication related to or referencing the research or the research results, including publications and presentations;
  2. Where the potential Institutional Conflict of Interest involves an Institutional Official, formal recusal of the conflicted Institutional Official from the chain of authority over the project, and, where necessary, recusal of that Institutional Official from decisional authority over salary, promotion, and/or space allocation affecting the Principal Investigator;
  3. Where the potential conflict of interest involves an Institutional Official, designation of a non-conflicted senior individual to whom the Principal Investigator may address any conflict-related and/or research concerns, and an alternative institutional official to perform the duties and services of the conflicted Institutional Official;
  4. External monitoring of the study, particularly with regard to endpoint assessments and, if needed an independent Endpoints Committee;
  5. Use of an independent Data & Safety Monitoring Board to evaluate the design, analytical protocols, and primary and secondary endpoint assessments, and to provide ongoing evaluation of the study for safety, performance issues and the reporting of results;
  6. Requiring that the study be conducted at multiple sites and specifying the percentage of subjects who may participate in the study at the University.
- C. Conflict Management Plan. The conflict management plan shall be agreed to by the Principal

Investigator and reviewed by the University IRB, which may impose additional elements to the conflict management plan.

D. Appeals.

1. An appeal panel will be appointed by the University President on an ad hoc basis as needed to consider a matter presented to the President for appellate review under this Policy. At the conclusion of its review, the appeal panel will make a recommendation to the President or his delegate for a final determination.
2. If the President is the source of the presenting Institutional Conflict of Interest in Clinical Research, the Vice President for Academic Affairs shall assume the President's responsi-

bilities and discretion with respect to the final determination.

3. The final determination will be communicated in writing to the Principal Investigator, the Faculty Conflict of Interest Committee and the University's IRB. The Committee shall issue a conflict management plan that reflects the final determination on the matter.

**Approved by EOG 11/11/2010**

**Approved by Academic Council 11/16/2010**

**Amended by Academic Council 1/19/2011**

**Amended by EOG 1/20/2011**

## CONFLICT OF INTEREST POLICY GOVERNING BUSINESS PRACTICES

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### POLICY STATEMENT:

Members of the Rockefeller community are expected to carry out their responsibilities to the University in a trustworthy manner and should be careful to avoid situations that could present a conflict of interest or the appearance of a conflict.

A "conflict of interest" occurs where there is a divergence or perceived divergence between an individual's private interests and his or her professional obligations to the University that could cause an independent observer reasonably to question whether the individual's professional actions or decisions are influenced by considerations of personal gain, financial or otherwise.

Members of the Rockefeller community who authorize or influence purchases or the choice of vendors/consultants, or have knowledge of or access to confidential proprietary information should be particularly mindful of potential conflict of interest.

To protect the integrity of The Rockefeller University, the University has established this policy governing conflicts of interest in business practices.

### DEFINITIONS:

**Conflict of interest.** An individual may have a conflict of interest if the individual, his/her family member, or an associated entity:

- has an actual or potential interest, financial or otherwise, that could reasonably cause an independent observer to question whether the individual's professional actions or decisions for the University are influenced by considerations of personal, business or familial gain, financial or otherwise; or
- received or will receive a material financial or other benefit from knowledge of confidential or proprietary University information.

A conflict of interest depends on the situation, and not on the character or actions of the individual. A conflict of interest may exist even if the actions or decisions would not harm the University.

**Associated entity** is any business in which a person, alone

or together with family member(s), holds any interest in income or assets or holds a fiduciary position (such as officer, director or trustee).

**Members of the Rockefeller community** are all University employees, students, persons with academic appointments and their support staff, and members of the administrative staff. Please note that University Trustees, Officers, and Key Employees (as defined by the Internal Revenue Service) are subject to the Policy on Business Conflict of Interest and Family/Business Relationships, which had a separate reporting procedure. The University will determine the identity of Key Employees, if any, at the University.

### PROCEDURES:

If a member of the Rockefeller community is involved in a matter or is engaged in an activity as to which a conflict of interest may exist, the individual must:

- promptly and fully disclose the conflict to the appropriate

person listed on the disclosure form, and

- stop participating in the matter until a decision has been made regarding the facts that were disclosed, and
- follow any directions given by the University concerning the matter.

Typically, the key to dealing with conflicts of interest is disclosure. Once disclosed, most conflicts of interest can be managed.

All members of the Rockefeller community must follow the above-stated procedures. Other University policies may apply to conflicts of interest, including policies governing research, fiduciary responsibilities, and hospital affairs. Please refer to these policies for additional information. If a disclosure has already been made under the Policy on Conflict of Interest and Commitment in Research, please provide a copy of your most recent disclosure or authorized management plan.

#### **EXAMPLES:**

The following examples are provided to help members of the Rockefeller community think about potential conflicts of interest they may encounter. The examples are not all-inclusive.

1. Alan is a manager in an administrative department at the University. Alan's sister Tina and brother-in-law Todd own a cleaning supply company, from which the University purchases supplies. Alan has purchasing

authority for his department. Alan must disclose the potential conflict of interest. This is the case even if the University engages in a competitive bidding process and Tina and Todd's company submits the winning bid.

2. Bob is a postdoctoral fellow in a laboratory at the University. Bob learns from his Head of Laboratory that the lab is about to enter into a licensing agreement with a pharmaceutical company to develop a new drug. This information is not publicly known. Bob owns stock in the company and wants to buy more stock because he thinks the new drug will be a big success. Bob must disclose the potential conflict and should not buy additional stock at this time. (Note that in addition to violating University policy, Bob's purchase of additional stock could violate federal criminal law.)
3. Suzanne, Phil, and Tom are employees of the University who will recommend a new insurance company for the University. One insurance company, based in San Francisco, offers to fly the three of them and their spouses to San Francisco for a week to tour the company's offices. Suzanne, Phil, and Tom must disclose this potential conflict of interest.

**Effective Date of Policy: March 2006**

**Revised: March 11, 2009**

## **EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION POLICY**

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The Rockefeller University (the "University") has implemented the following policies and procedures as part of its long-standing commitment to compliance with all applicable equal opportunity and affirmative action requirements. The University's President fully supports the University's equal opportunity and affirmative action policies.

#### **EQUAL OPPORTUNITY POLICY**

It is the policy of The Rockefeller University to ensure equal employment opportunity without regard to race; creed; color; national origin; religion; sex/gender (including sexual orientation; self-identified or perceived sex; gender expression; gender identity; status of being transgender; status as a victim of domestic violence, sexual violence, or stalking; sexual and reproductive health decisions; and pregnancy); age; disability; alienage or citizenship status; military status; marital or partnership status; caregiver status; genetic information; or any other characteristic protected under applicable law. The Rockefeller University is committed to equal employment opportunity at all levels of employment, including at the executive level. This policy applies to all employment practices including but not limited to recruitment, hiring, employment, assignment, training, compensation, benefits,

demotion or transfer, promotions, disciplinary action, and terminations. The Rockefeller University likewise is committed to maintaining a work environment that is free from any and all forms of unlawful discrimination and harassment. It is therefore The Rockefeller University's policy to prohibit discrimination and harassment against any applicant, employee, vendor, or contractor on the basis of race; creed; color; national origin; religion; sex/gender (including sexual orientation; self-identified or perceived sex; gender expression; gender identity; status of being transgender; status as a victim of domestic violence, sexual violence, or stalking; sexual and reproductive health decisions; and pregnancy); age; disability; alienage or citizenship status; military status; marital or partnership status; caregiver status; genetic information; or any other characteristic protected under applicable law. It is also the University's policy to prohibit any and all forms of retaliation against any individual who has complained of harassing or discriminatory conduct, or participated in a University or agency investigation into such complaints. The Rockefeller University also provides reasonable accommodation of disability, religion, and pregnancy in accordance with applicable laws.

#### **AFFIRMATIVE ACTION POLICY**

The Rockefeller University is a federal contractor and, as such, the University is committed to taking positive steps

to implement the employment-related aspects of its equal opportunity policy. Accordingly, it is The Rockefeller University's policy to take affirmative action to employ, advance in employment, and otherwise treat qualified minorities, women, protected veterans, and individuals with disabilities without regards to their race/ethnicity, sex/sexual orientation/gender identity or expression, veteran status, physical or mental disability, or any other characteristic protected under applicable law. Under this policy, The Rockefeller University also will provide reasonable accommodation to the known physical or mental limitations of an otherwise qualified employee or applicant for employment, unless the accommodation would impose an undue hardship on the operation of University's business. The Rockefeller University's affirmative action policy also prohibits employees and applicants from being subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in or may engage in: (1) filing a complaint; (2) assisting or participating in an investigation, compliance review, hearing, or any other activity related to the administration of Section 503, Section 4212, or any other federal, state, or local law requiring equal opportunity for disabled persons or covered veterans; (3) opposing any act or practice made unlawful by Section 503 or Section 4212 and their implementing regulations, or any other federal, state, or local law requiring equal opportunity for disabled persons or covered veterans; or (4) exercising any other right protected by Section 503 or Section 4212 or their implementing regulations. The non-confidential portions of the full affirmative action program shall be available for inspection upon request by any employee or applicant for employment in the Human Resources Department or by contacting the Vice President of Human Resources and Equal Employment Opportunity Officer at 212-327-8300 Monday through Friday, between the hours of 9:00 a.m. – 5:00 p.m.

#### **APPLICATION OF EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION POLICIES**

These policies apply whenever and wherever an employee of The Rockefeller University is performing a function of his or her job, including all Rockefeller locations and Rockefeller-sponsored business and social functions. The Rockefeller University's equal opportunity and affirmative action policies require that employment decisions be based only on valid job requirements, and extend to all terms, conditions, and privileges of employment including, but not limited to, recruitment, selection, compensation, benefits, training, promotion, and disciplinary actions.

#### **WORKPLACE HARASSMENT, INCLUDING SEXUAL HARASSMENT**

A key component of The Rockefeller University's commitment to equal opportunity is its prohibition of unlawful discriminatory harassment. The University's commitment to equal opportunity and its prohibition of workplace harassment based on a classification protected by law is set forth in the University's non-discrimination and antiharassment policy. Any employee who suffers or observes harassment

or any other violation of this policy is strongly encouraged to notify one of the individuals identified in that policy. The Rockefeller University will promptly and thoroughly investigate alleged misconduct as appropriate and, if a violation of this policy is found, will take immediate and appropriate corrective action.

#### **COMMITMENT TO NON-RETALIATION**

Every employee is encouraged to come forward without fear of reprisal, as The Rockefeller University's equal opportunity and affirmative action policies prohibit any and all forms of retaliation against anyone who in good faith complains that these policies are not being followed, or who otherwise participates in a University or agency investigation into such complaints, even if sufficient evidence is not found to substantiate the complaint. If you believe that you have been subjected to retaliation, your complaint should be directed to one of the individuals identified below. After receiving a complaint involving a violation of the University's equal opportunity or affirmative action policy, The Rockefeller University will investigate and take corrective action, as appropriate. Complaints and investigations will be kept confidential to the maximum extent possible to the extent consistent with appropriate investigation and corrective action. No one, regardless of position or length of service, is exempt from these policies. Individuals violating The Rockefeller University's policy will be subject to discipline up to and including termination.

#### **HOW TO REPORT A VIOLATION OF THIS POLICY**

If you believe that you have been subjected to unlawful discrimination, workplace harassment, or retaliation, you can utilize the following resources to address and resolve your concerns:

- **Open Door Policy:** Our longstanding Open Door Policy encourages employees to discuss any work-related complaint or problem with the management team in your organization.
- **Human Resources:** Many of your concerns can be addressed by contacting the Department of Human Resources at 212-327-8300. All matters will be promptly investigated and kept confidential to the extent consistent with appropriate investigation and corrective action. Any employee found to be engaging in any form of harassment, unlawful discrimination, or retaliation against a person bringing a claim will be subject to disciplinary action up to and including termination.

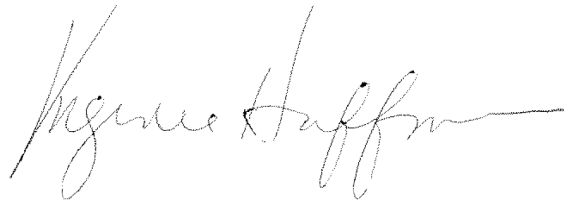
#### **AUDIT SYSTEM**

The Rockefeller University has implemented an audit and reporting system to: (1) measure the effectiveness of its affirmative action program; (2) indicate any need for remedial action; (3) determine the degree to which affirmative action obligations have been attained; (4) determine whether all employees, including, without limitation, protected veterans, individuals with disabilities, women, and minorities, have had the opportunity to participate in all University-sponsored educational, training, recreational, and social

activities; (5) measure compliance with affirmative action obligations; and (6) document the actions taken to comply with affirmative action obligations.

## RESPONSIBILITY FOR IMPLEMENTATION

As Vice President of Human Resources and Equal Employment Opportunity Officer, I fully support our affirmative action program and am committed to the implementation of the University's equal opportunity and affirmative action policies.



Virginia Huffman  
Vice President of Human Resources  
Amended by Administrative Working Group on April 16,  
2019, effective May 20, 2019

## GRIEVANCE PROCEDURE

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The University has established a formal, four-step Grievance Policy for handling employee grievances resulting from the application or interpretation of a University policy or program.

If a staff employee becomes involved in a grievance relating to the interpretation or application of Rockefeller University personnel policies and practices, employee benefits, or other matters relating to the terms and conditions of employment, as they may from time to time exist, the employee shall have the opportunity to have such grievance heard and reviewed through the University's Grievance Procedure. The Grievance Procedure shall include grievances in the following categories:

1. Job Classification, Wages, or Salaries
2. Personnel Policies or Practices
3. Employee Benefits
4. Working Conditions, Safety, or Health Hazards
5. Promotional Opportunities
6. Supervisory Relations
7. Disciplinary Actions
8. Discriminatory Practice on the basis of race, color, religion, sex, age, national origin, citizenship status, marital status, sexual orientation, veteran status, or disability.

An employee has the right to use the Grievance Procedure for employment problems enumerated above if a mutually satisfactory solution to the problem has not been reached after an informal review by the employee's supervisor(s) and Human Resources.

This policy is applicable to staff employees only.

The following Procedure outlines the way in which employees may present a grievance to their immediate supervisors and, if they wish, to other branches of the University Administration. A meeting of those individuals involved in the grievance will be held at each step of the Procedure. Emergency grievances concerning employee health and safety may be given special attention, as the situation requires.

The Grievance Procedure also sets forth time periods during which each step of the Procedure is to be processed. Generally, if an employee does not appeal a decision within the specified maximum number of days, the grievance will be considered settled. However, it is recognized that due to unusual circumstances (days off, sickness, vacations, etc.), delays may occur in processing a grievance.

### STEP 1

In the event that a grievance arises and staff employees wish to use the Grievance Procedure, in general they shall have 10 working days from the occurrence causing the grievance to present it to their immediate supervisors. The supervisors, within three working days, will advise the employees of their (the supervisor's) decision with respect to the grievance.

In such instances where the subject of the complaint involves the employee's immediate supervisor, the employee may initiate a grievance with the head of the Laboratory or Department (Step 2) and then move directly to Step 3.

### STEP 2

If the grievance is not resolved to the satisfaction of an employee at Step 1, then the employee shall have three working days from the receipt of the immediate supervisor's decision to present the grievance to the Department or Laboratory Head. The Department or Laboratory Head shall, within five working days, advise the employee of a decision with respect to the grievance.

Those employees working directly for the heads of Laboratories or Departments will initiate a grievance at Step 1 of the Procedure and then go directly to Step 3, unless the subject of the complaint involves the Laboratory or Department Head in which case the employee will initiate the grievance at Step 3.

### STEP 3

If the grievance is not resolved at Step 2 to the satisfaction of the employee, the employee may present the grievance, in writing, to the Vice President of Human Resources within three working days from the time the decision of the department or Laboratory Head was received. The Vice President of Human Resources shall, within 10 working days, advise the employee, in writing, of the Vice President's position with respect to the grievance (with copies to the department or Laboratory Head and the employee's immediate supervisor).

### STEP 4

If the grievance is still not resolved to the satisfaction of the employee, the

employee shall have three working days from the time of receipt of the Vice President of Human Resources's decision to request the Vice President of Human Resources to present a grievance to the President of the University or a designated representa-

tive. After receiving such a request, the Vice President of Human Resources shall have five working days to present the employee's written grievance, and all other information in connection therewith, to the President or designated representative. Within

10 working days from the receipt of the foregoing, the President or the designated representative shall present a decision in writing to the employee and the Vice President of Human Resources.

## THE ROCKEFELLER UNIVERSITY HOUSING POLICY

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### POLICY STATEMENT:

The Rockefeller University ("University") recognizes the importance of a housing program as a critical recruitment and retention tool given the high cost of living in the New York metropolitan area. The University's goal is to provide housing-eligible members of the University community with a home that is:

- in close proximity to laboratories and campus facilities
- safe and secure
- affordable
- responsive to the needs of young scientists and families with children

### APARTMENT INVENTORY AND RENTAL RATES

The University has a rental stock of 750 apartments, including studios, one-, two-, and three-bedroom units, located on or in close proximity to campus. Most of the apartments are in full-service buildings with a variety of amenities. In addition, 50 furnished on-campus guestrooms are available at competitive rates on a nightly, weekly, and monthly basis.

University housing rents are based on a methodology outlined by the Internal Revenue Code Section 119(d). The formula regulates the minimum rent that can be charged to an employee without imputed income being assessed. These safe-harbor rents are adjusted annually and are re-set, as needed, following property appraisals performed every three to five years.

### ELIGIBILITY

Affiliates eligible for University housing ("affiliates") are individuals with full-time academic appointments, senior administrators (AVP and above), and students.

When the demand for housing exceeds availability, priority is given to newly recruited tenured and tenure-track faculty and to postdoctoral associates/fellows who seek University housing.

University apartments must be the primary residence of the affiliate. Continuing documentation of primary residence may be requested by the University at any time.

Visiting students, fellows and faculty may be eligible for temporary housing if they do not have housing in the local area. Members of the adjunct faculty are not eligible for University housing.

### TERMINATION/CHANGE OF EMPLOYMENT STATUS

Affiliates who cease to be eligible for housing will, under normal circumstances, be permitted to extend the occupancy of their apartments for up to 30 days following the

commencement of ineligibility.

Affiliates who become only temporarily ineligible for housing, may, with the prior written consent of the University, remain in their apartments during the agreed-upon specified temporary period.

Affiliates who are moving to a housing-ineligible position at the University may remain in their apartments for 60 days following their change to housing-ineligible status.

### LEASE AGREEMENTS AND RENEWALS

The University leases its units to affiliates for terms of 12 months. Annual lease renewals are contingent upon the affiliate's maintaining housing eligibility, using the unit as a primary residence, and complying with all terms of the lease agreement. If the unit is not used as a primary residence of the affiliate, or if an affiliate who resides elsewhere allows occupancy of the apartment by a person or persons who are not housing-eligible, the University reserves the right to terminate the lease or to adjust the rent.

### RETIREES, EMERITI, SURVIVING SPOUSES AND DOMESTIC PARTNERS

Emeriti or Faculty eligible to retire: Faculty emeriti or faculty eligible to retire and, in the event of their death, their surviving spouses or domestic partners at the time of the affiliate's retirement or retirement-eligibility date, can remain in University housing without limitation, provided that it is the primary residence and that there is compliance with all terms of the lease agreement. The University reserves the right to transfer the tenant to a smaller unit.

If an affiliate in this category has remarried or entered into a new domestic partnership after his or her retirement, the surviving spouse or domestic partner of the faculty emeritus may remain in the University apartment for one year following the death of the affiliate.

**Retirees (other than Emeriti):** The University permits a retiring affiliate who was in affiliate status for at least 15 years prior to retirement to remain in his or her apartment for a period of one year following retirement, provided that it is the retiree's primary residence and that there is compliance with all terms of the lease agreement. A retiring affiliate with fewer than 15 years in affiliate status is permitted to remain in his or her apartment for six months after retirement provided that it is the retiree's primary residence and that there is compliance with all terms of the lease agreement.

**Surviving Spouses and Domestic Partners of Non-Emeriti:** A surviving spouse or domestic partner of an affiliate other than an emeritus who, at the time of his or her death, was in affiliate status for at least 15 years may remain in the University apartment for one year following the death of his or her spouse or domestic partner.

A surviving spouse or domestic partner of an affiliate other than an emeritus, who, at the time of his or her death, was in affiliate status for fewer than 15 years, may remain in an apartment for six months following the death of his or her spouse or partner.

## SEPARATION FROM SPOUSES OR DOMESTIC PARTNERS

**Academic Appointments (other than Heads of Laboratory and Emeriti) and Students:** In the event of separation or divorce between an affiliated tenant and his or her non-affiliated spouse or domestic partner, the non-affiliated spouse or domestic partner may not take over the lease agreement and must find housing off campus.

**Heads of Laboratory, Emeriti and Senior Administrators:** In the event of a separation between a head of laboratory, faculty emeritus or senior administrator and his or her non-affiliated spouse or domestic partner, the affiliate may apply for a second unit to be used by either the affiliate or his or her spouse or domestic partner. The non-affiliated spouse or domestic partner may remain in University housing for no more than six months following the provision of the second University apartment (if one is provided by the University) or following the time the affiliate vacates University housing, whichever is sooner.

## APPLICATION PROCEDURE

When demand for University housing exceeds availability, the affiliate may be wait listed based on the date the housing application was received. It is highly recommended that persons seeking University housing apply as early as possible. Two affiliates who are married or domestic partners should submit one joint application. Housing applications by affiliates must be completed and returned for approval to Human Resources, either by mail or fax at 212-327-8699. Once eligibility has been confirmed, Human Resources will forward the application to the Housing Office, which will contact the applicant to discuss the application. All questions concerning details of University housing should

be directed to the Housing Office at 212-327-7970 or at [housing@rockefeller.edu](mailto:housing@rockefeller.edu).

Preferences regarding apartment cost and size should be noted on the application. If the affiliate prefers a specific location, the University will try to accommodate; yet it often proves difficult to assign the first-choice apartment.

Graduate students are advised to refer to the Student Housing Handbook and the Dean's Office for information concerning University student housing.

The Housing Office will typically notify the affiliate 30 days prior to his/her arrival of a unit appropriate in size for the individual's household. The affiliate has two business days to accept or decline the offer. Applicants who have declined two offers and are staying in University guest accommodations or furnished shares are required to find private accommodations within 30 days of their second refusal. Individuals who decline a second offer may submit a new application one year following their refusal of the second apartment offered.

Once an offer of a University apartment has been accepted, the earliest move-in date is two weeks prior to the affiliate's start date at the University. Rents will be pro-rated based on the confirmed move-in date.

## TRANSFERS

Applications for transfers will be accepted by the Housing Office after the tenant has resided in his or her apartment for a minimum of two years. Due to the high volume of new arrivals from May through December, new apartments will not be assigned to existing tenants during this period. In the period from January through April, transfers will be offered when appropriate apartments become available.

Affiliates experiencing life-event changes such as marriage, registration with government authorities of a domestic partner, child birth, adoption, financial hardship or divorce will be given priority and may be transferred throughout the year and without regard to whether they have occupied their current apartment for a minimum of two years, provided units are available. Transfer requests should be submitted as early as the date of the event becomes known.

The tenant has the right to decline two apartments offered for transfer. After a second refusal, the tenant may reapply for a transfer one year after the second refusal.

## CO-TENANCIES

Affiliates sharing a unit with other affiliates who are not immediate family members are required to enter individual co-tenancy lease agreements with the University. Rents for persons living as co-tenants will be pro-rated based on apartment size and the number of co-tenants in a unit. The termination of one or more lease(s) of a person or persons sharing a unit will not negatively affect the rent(s) established in the co-tenancy agreement(s) of the remaining tenant(s).

Co-tenancies are permitted only where all the co-tenants are affiliates of the University. Persons who are not affiliates are not permitted to live in University housing unless they are spouses, domestic partners or immediate family members of affiliates.

## RESERVATION OF UNIVERSITY RIGHTS

The University reserves the right from time to time to change its housing policies. This policy statement is not intended to be and should not be regarded as a contract between the University and any person.

## POLICY ON INDUSTRIAL SPONSORSHIP OF RESEARCH

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This statement of policy covers all of the major points that usually arise in discussions with for-profit firms interested in supporting research conceived and carried out by investigators at The Rockefeller University.

### BASIC PRINCIPLES

The Rockefeller University's primary mission is to carry out fundamental scientific investigations for the good of humankind. While the University recognizes that other organizations also play key roles in advancing science to serve social goals, any agreement for industrial sponsorship of research on campus will emphasize the University's basic mission and the traditions related to it. Sponsored research will be of the character called "investigator-initiated." The projects will represent areas in which the Sponsors's objectives converge with the University's independent priorities.

The University aims to maintain flexibility and independence — in intellectual and organizational terms — by balancing the funding from diverse public and private sources. Private support is essential for strengthening ongoing programs and starting new lines of research. Industrial collaboration and support are desirable in order to foster creative partnerships that promote more rapid progress and stimulate the effective use of new knowledge.

### SCOPE OF RESEARCH CONTRACTS

A contract will state clearly the scope of the investigation covered by the agreement. It will give the Principal Investigator(s) full responsibility for, and broad flexibility in, the direction of research.

In order to deepen awareness of the possible long-term applications of the research, the agreement also will specify the sponsor's objectives.

The University has available draft contracts that include all of the administrative guidelines included in this policy statement.

### TERM AND STABILITY

The term of a contract usually will be at least three years — and, preferably, five or more years — for a major project, unless specific tasks are expected to be completed earlier.

For continuing lines of fundamental research, the agreement will provide for a possible extension of at least two years, following a satisfactory review of the program.

Because stability of support is critical for the laboratories at the University, the agreement will provide for not less than one year and usually two years' notice of termination by the sponsor.

### STAFF

All professional and supporting staff will be selected by the University's regular procedures. Compensation and other benefits must be consistent with the University's prevailing standards, independent of the level of funding for the sponsored research project.

### DOCTORAL STUDENTS

Doctoral students at the University are free to choose their research topics in consultation with their faculty advisors. Accordingly, students are never assigned to projects sponsored by industry. Their association with such projects must be voluntary.

### FACILITIES

The University usually will provide all of the required laboratory and supporting facilities and will retain complete control of them. (See Liaison and Collaboration with the Sponsor in this section for discussion of collaborative tasks and liaison with sponsors.)

### PROGRAM REVIEWS

For most projects — and for all major projects — a brief, comprehensive review will be carried out annually. It will cover the progress of research as well as the effectiveness of administrative and financial procedures; and it will aim to ensure mutual understanding and, if necessary, improve the agreement. The program review will include Principal Investigator(s), University officers, sponsor's technical representative, and sponsor's administrative staff. At the discretion of the President — and with prior notification to the sponsor in order to protect any proprietary information — an ad hoc group of the University's senior faculty may participate in such an annual review and may receive reports from such reviews or from any other evaluations.

Programmatic accountability and quality control also may be met through some mutually acceptable form of "peer review," such as site visits at intervals of three to five years. The main criteria for evaluation will be scientific quality and productivity. A site visit team will be composed of three to five distinguished scientists drawn from throughout the world and having no substantial, current relationships with either the sponsor or the University. Their

reports will be submitted to the University's President and to the industrial sponsor's senior scientific management.

In any case, brief annual reports of scientific progress, with reprints of publications, will be submitted to the sponsor by the Principal Investigator through the University's usual procedures.

### **SCIENTIFIC PUBLICATIONS AND MEETINGS**

The Principal Investigator and colleagues will have the full traditional freedom to publish and present promptly all results of research. Reasonable delays in the publication of research results will be accommodated for consideration of filing patent applications. Typically, the delay will be no more than 30 days; but, in exceptionally complex cases, delay may be extended by as much as 60 additional days after the reasons are summarized in a formal agreement between the University and the sponsor.

### **BUDGET AND PAYMENT SCHEDULE**

The contractual agreement will include an estimated budget for each year covered in the contract. The budget will encompass all direct operating costs plus the University's full indirect costs at not less than the rate approved by Federal auditors. The Principal Investigator will be given reasonable flexibility for annual re-budgeting between direct cost categories. Where necessary, the budget also will include capital expenses for related laboratory renovation and scientific equipment, leaving ownership with the University. Payments will be made quarterly in advance.

This policy covers all agreements for sponsored research within the University's facilities that involve efforts equivalent to at least a year's work by one or more full-time investigators. Subject to the approval of the President or his designated representative, smaller and/or shorter projects may be treated differently. All industrially sponsored projects — at whatever levels of effort, and including clinical investigation, short-term projects, and salaries for postdoctoral appointments for work in specific areas — will include the University's full indirect costs.

### **FUNDING OF RELATED PROJECTS**

Subject to the consent of the investigators, an agreement may include a clause giving the industrial sponsor the first option to fund additional, related projects.

The Principal Investigator will have the authority to continue to obtain diverse complementary support for the laboratory from public and private (not-for-profit) sources. The University will inform the sponsor about support for other projects related to the subject of the specific working being funded by the sponsor.

### **FINANCIAL ACCOUNTABILITY**

Financial accountability will be met through appropriate reports to the sponsor, prepared annually in accordance with generally accepted accounting principles. The reports will be designed to meet the sponsor's requirements.

### **SPONSOR'S SUPPORT FOR INSTITUTIONAL PURPOSES**

To acknowledge the importance of the larger scientific community essential for any sponsored project, the sponsor will be expected to provide unrestricted support for the University's critical core components, such as Ph.D. students, postdoctoral fellows, junior faculty, libraries, animal facilities, computing services, and instrument shops. Scaled in proportion to the level of effort in the sponsored research, this funding may be made through either a separate gift or as part of the contractual agreement to sponsor specific research. Brief annual reports will be submitted on overall uses of such unrestricted support.

### **VENTURE CAPITAL AND SMALL BUSINESS SPONSORSHIP**

The University welcomes sponsorship by, and collaboration with, entrepreneurs who are able to provide direct funding for investigations proposed by the University's faculty. Such investigations may lead to results with clear-cut social and commercial applications that can be exploited by small businesses as well as larger firms.

The University will not, as a general rule, permit its name to be used by an entrepreneur in prospectus (or other offering) soliciting investments from third parties and the general public, such as in the organization of an R&D Limited Partnership. Because such prospectuses may be circulated to some who do not have the technical experience or advice needed to evaluate the risks in long-term research, the University prefers not to participate in such techniques of financing. Nonetheless, exceptions may be considered when — in the view of the President and Trustees — the project is in the best interest of the individual investigators and the University as a whole. To be approved, an exception would have to show explicit safeguards for the protection of investors and the University.

### **LIAISON AND COLLABORATION WITH THE SPONSOR**

From time to time, the sponsor may send representatives to discuss preliminary results of research in progress and details of the investigative techniques. The timetable for all such visits must be approved in advance by the University's Principal Investigator.

Appropriate collaborative efforts with the sponsor's in-house research staff will be encouraged whenever mutual interest are identified. Such collaborations may require supplementary funding and separate patent agreements.

Collaborative efforts also may entail extensive joint use of the University's and/or the sponsor's facilities. Such arrangements must be negotiated in advance, on a case by case basis, consistent with the University's patent and other policies.

## **FACULTY CONSULTING TO SPONSOR**

The Principal Investigator (and others, as appropriate) may serve as a consultant to the sponsor under a separate agreement that is consistent with University's policy on consulting. (See University Policy on Conflict of Interest and Commitment in Research.)

## **PATENTS, LICENSES AND ROYALTIES**

Subject to prevailing laws and regulations, the University will hold title to all patents resulting from sponsored research at the University.

Where appropriate, in the judgment of the University, a contract may give the sponsor the right of first refusal on exclusive, royalty-bearing licenses for a certain period.

Prior to a decision whether to file a patent application on results arising from the sponsored project (and on the responsibility for, cost of, and schedule for any such filing), discussions will be held on a case by case basis between the Principal Investigator, the University's Office of Technology Transfer and counsel, and the sponsor's officials. Royalty revenues will be shared on each patent in accordance with the University's prevailing practices and the law, and the arrangement will respect the rights of any other parties involved, such the U.S. Government. (See the University's Intellectual Property Policy and the related Agreement Concerning Intellectual Property.)

## **PROPRIETARY INFORMATION**

The University greatly values the traditionally open pattern of creative interactions by scientists among its laboratories and with the research community generally. Accordingly, the sponsor is expected to cooperate with the University at all times in stringently minimizing the amount of any

proprietary or confidential information associated with the sponsored research. Carefully restricted Confidentiality Agreement letters may be signed by the Principal Investigator, by other staff engaged in the project, and by senior officers of the University.

## **PUBLICITY ABOUT CONTRACTS**

Any public statement or announcement about the contract, either by the University or the sponsor, will be made only after written approval by both parties. The general purposes, level of effort, and duration of the sponsored research may be announced publicly shortly after a contract is signed. Subsequently, any public announcements on the status and results of work will be drafted jointly and released at mutually agreeable times.

## **KEY UNIVERSITY PROCEDURES**

Each proposal and each contractual agreement for sponsored research must be approved in accordance with the University's general procedures for submitting and accepting grants from Federal and not-for-profit sponsors.

The Director of the Office of Sponsored Program coordinates administrative and budgetary reviews of all elements of formal proposals and awards. The Associate Vice President, Technology Transfer, in conjunction with the Office of the General Counsel, reviews proposed contracts and carries out the negotiations designed to assure compliance with prevailing law and University policies. The Vice President for Finance assures financial controls and prepares budgetary reports to corporate sponsors.

Approved by the Board of Trustees  
May, 1985.

# INTELLECTUAL PROPERTY POLICY

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## INTRODUCTION

The Rockefeller University (“University”) recognizes that inventions may be made and copyrightable works may be created in the course of research supported by facilities, equipment or funds of or administered by the University. The University desires that such inventions and works be brought into use for the public benefit at the earliest possible time. The University recognizes that this objective may be best accomplished through the patenting of such inventions and the licensing of such inventions and works consistent with the public interest. The University also desires to foster the creation and publication of scholarly works by authors at the University. This policy seeks to reconcile these interests on behalf of the public, the University and the inventors and authors.

## EFFECT AND INCORPORATION BY REFERENCE

This Intellectual Property Policy, as it may be amended from time to time (this “Policy”), supersedes the Patent Policy of January 1, 1994 and the Copyright Policy of January 18, 1984 (collectively, the “Prior Policies”) and shall be deemed to be incorporated by reference in existing agreements referencing either of the Prior Policies, except as noted below. In the event there are inconsistencies between this Policy and existing agreements referencing either of the Prior Policies or this Policy, the terms of this Policy shall control.

## SUMMARY OF POLICY

All Inventions as defined in Paragraph 1 below are owned by the University. The copyright in Scholarly Works and Individual Works (as those terms are defined in Paragraph 2 below) will be owned by the author. All other copyrightable works that are Commercial Works as defined in Paragraph 2 below are owned by the University. Net cash proceeds from licensing transactions, after the University recovers all costs and fees as described below, will be paid thirty-three and one-third percent (33-1/3%) to the inventors or authors as a group and sixty-six and two-thirds percent (66-2/3%) to the University. Any equity or other class of securities derived from a license transaction will be held by the University and managed by the University’s Office of Technology Transfer (“OTT”) or its designee. Such equity or other class of securities will be liquidated as soon as reasonably practicable, with cash proceeds distributed as described above.

## POLICY

1. **Ownership of Inventions.** All inventions, discoveries and improvements, whether patentable or not, that are conceived, reduced to practice, or generated by employees of the University or by others, using the facilities, equipment or funds of or administered by the University (each, an “Invention”) are hereby assigned by the Inventors to, and are the sole property of, the University. Inventions, discoveries and improvements may be, for example, data, tangible materials and know how. The term “Inventor” under this Policy means an

individual who is or could reasonably be determined to be an inventor under applicable Federal patent law of an Invention that is claimed or described in a patent or patent application and/or an individual who has substantially contributed to the conception, design or development of an Invention that is not claimed in a patent or patent application.

2. **Ownership of Works.** The University acknowledges that copyrightable works that are submitted and accepted for scholarly publication, such as a journal article or a text book (each, a “Scholarly Work”), will be owned by the Author. The University further acknowledges that copyrightable works that are created outside of the scope of employment or engagement by the University and without using the facilities, equipment or funds of or administered by the University, such as a novel or a painting (each, an “Individual Work”), will be owned by the Author. All copyrightable works that (a) are neither Scholarly Works nor Individual Works and (b) are created by employees of the University or others using the facilities, equipment or funds of or administered by the University (each, a “Commercial Work”) are hereby assigned by the Authors to, and are the sole property of, the University. Where applicable, Commercial Works are treated as works for hire under Federal copyright law. Examples of Commercial Works would include: the text of an invention disclosure written by an Author to be used in a patent application, courseware, databases, and the source code and documentation for a new computer software program created by an Author. The term “Author” under this Policy means an individual determined to be an author of a Scholarly Work, Individual Work or Commercial Work under applicable Federal copyright law.
3. **Exceptions.** The University reserves a royalty-free, non-exclusive right for itself and other non-profit institutions to use all Inventions, Scholarly Works and Commercial Works for academic and research purposes. With respect to Inventions, Scholarly Works or Commercial Works, the University may choose to modify the disposition of its ownership under this Policy. With respect to joint invention or authorship with entities or individuals not covered by this Policy, the University will seek to resolve any ownership questions by contract in a timely manner.

4. **Disclosure Process.** At the commencement of his or her employment or engagement, each employee or other person who uses the facilities, equipment or funds of or administered by the University is required to sign an Agreement Concerning Intellectual Property (Appendix A, as may be amended from time to time) and to be bound by this Policy. Any failure of an individual to sign such Agreement shall not affect the applicability of this Policy or relieve any individual who is subject to this Policy from the obligations imposed by it. An Inventor or Author must promptly disclose to OTT each Invention or Commercial Work conceived or made using funds from an entity that requires disclosure of any such Invention or Commercial Work. Additionally, an Inventor or Author must disclose an Invention or Commercial Work for which he or she wishes to seek commercialization. Each Inventor or Author will cooperate with OTT at all times in the implementation of this Policy (including executing assignments and other documents as requested by OTT) in connection with each Invention or Commercial Work, which includes applying for, obtaining, maintaining and enforcing patents or copyrights anywhere in the world; licensing or other transactions; and cooperating in any litigation, other proceedings or any dispute resolution, such as mediation, arbitration, etc. Such cooperation is a condition of receiving a share of the Net Proceeds.
5. **Role of OTT.** OTT will be the primary office at the University responsible for managing this Policy. OTT will, for example: (a) determine whether or not to seek patent or copyright protection for an Invention or Commercial Work and implement the selected strategy; (b) determine whether or not releasing an Invention to the Inventor or Commercial Work to the Author is in the best interests of the University; (c) market Inventions and Commercial Works to potential licensees; (d) structure, close and administer license and sponsored research transactions; (e) facilitate the distribution of cash proceeds from license transactions consistent with the terms of Paragraph 6 of this Policy; and (f) develop and administer procedures that are consistent with this Policy.
6. **Allocation of Cash Proceeds.** a. The Author will retain any cash proceeds from Scholarly Works and/or Individual Works.  
b. The use of proceeds from sponsored research transactions for Inventions and Commercial Works will be governed by applicable contracts, this Policy and any other applicable University policy.  
c. Cash proceeds (including proceeds from the liquidation of Equity as described in Paragraph 8 below) arising from an Invention or Commercial Work will be divided as follows: (i) first, the University will recover all patenting, licensing, transactional, and other costs and fees (including e.g., fees and costs of litigation, arbitration, mediation or other proceedings) relating to the Invention or Commercial Work; and (ii) second, the remaining cash proceeds ("Net Proceeds") will be divided thirty-three and one-third percent (33-1/3%) to the Inventors of the Invention or the Authors of the Commercial Work, as a group, after recovery of fees and costs, if any, under Paragraph 6(e) and sixty-six and two-thirds percent (66-2/3%) to the University.  
d. If there is more than one Inventor of an Invention or Author of a Commercial Work, then the Inventors' or Authors' shares of the Net Proceeds will be divided as unanimously agreed among such Inventors or Authors according to a written share allocation agreement, a copy of which will be provided to OTT as soon as possible.  
e. The University has no obligation to resolve disagreements among Inventors or Authors as to share allocation. However, in the event of an impasse, in the interest of fairness, OTT reserves the right to intervene, at its discretion, to facilitate a determination of the share allocation using an internal University process or external dispute resolution process, such as mediation or binding arbitration. The external dispute resolver may determine the shares of the individual Inventors or Authors and the share of dispute resolution fees and costs to be borne by each of them. All of the fees and costs of external dispute resolution will be borne by the Inventors or Authors. To the extent the University incurs any fees and costs (other than internal costs) in connection with determination of share allocation, such fees and costs will be recovered by the University only from the Inventors' or Authors' share of Net Proceeds. This Policy will not affect any existing share allocation agreements among Inventors or Authors.  
f. If an Inventor or Author who is a Head of Laboratory elects to contribute any or all of his or her share of the Net Proceeds to his or her laboratory for the purposes of supporting ongoing research at the University, then the University will contribute a matching sum from the University's share of the Net Proceeds to such laboratory to support such research.
7. **Distribution of Net Proceeds.** Net Proceeds from licensing transactions for Inventions and Commercial Works will be distributed by the University in its ordinary course of business to Inventors or Authors according to the share allocation agreement described in Paragraph 6(d). No interest will be paid on Net Proceeds. The University will use reasonable efforts to distribute any Net Proceeds due to an Inventor or Author who is no longer associated with the University, provided that it is the sole obligation of such Inventor or Author or his or her estate to provide current contact information to OTT. In the event of the death of an Inventor or Author, any Net Proceeds due to the Inventor or Author will be distributed to his or her estate in accordance with this Policy and applicable law. Payment of Net Proceeds to an Inventor or Author will be reported by the University as payment of "other income" or "royalties" and not as "salary". Distribution of Net Proceeds to an Inventor or Author may have tax consequences for the Inventor or Author, which tax consequences will be the sole responsibility of the Inventor or Author. Each Inventor or

Author should consult his or her tax advisor to determine his or her tax consequences.

8. **License-Derived Securities.** If the University receives any equity or other class of securities (“Equity”) of a licensee as consideration in a license transaction for Inventions or Commercial Works, then the Equity will be held by the University and managed by its designee. It is the policy of the University to liquidate such Equity as soon as reasonably practicable, usually in the public market, rather than seek to maximize the return on the Equity by trying to time the sale of the Equity. The University does not act as a fiduciary for any Inventor or Author concerning such Equity, and no Inventor or Author will have any right to vote or direct the disposition of such Equity. The University has no obligation or duty to an Inventor or Author regarding the value realized upon liquidation of such Equity, or regarding any personal tax consequences that may arise as a result of an Inventor’s or Author’s receipt of Net Proceeds from the disposition of such Equity. Once the Equity is liquidated, the proceeds will be treated as cash proceeds and distributed under the terms of this Policy. For a more detailed explanation of the considerations involved in Equity transactions, see the attached Appendix B on Guidelines for License Transactions Involving Securities, which is incorporated

by reference into and made a part of this Policy.

9. **Inventor or Author Compensation.** All Inventors and Authors are required to submit to OTT existing and proposed agreements, including proposed amendments to existing agreements, with any entity that is or becomes involved with the University in a license transaction concerning the Inventor’s or Author’s Invention or Commercial Work. Should any Inventor or Author receive or have a right to receive compensation directly or indirectly (except for an Inventor’s or Author’s share under Paragraph 6 above) from such an entity, OTT will determine whether the existing or proposed agreement would be inconsistent with the interests of the University. If, in its sole discretion, OTT determines that such an agreement would be inconsistent with the University’s interests, the agreement may be disclosed by OTT to the Technology Transfer Committee of the University’s Board of Trustees. This Committee may then recommend to the University President appropriate action, including adjustment of the University’s and the Inventors’ or Authors’ shares of Net Proceeds based on the particular circumstances of the situation. The President’s decision will supersede any inconsistent provisions set forth in Paragraphs 6 and 8.

## EFFECTIVE DATE

This Policy became effective on June 4, 2003 upon approval by the Board of Trustees of the University, was amended on October 7, 2005 and March 15, 2010, and is further amended, effective on November 17, 2010.

## APPENDIX A

### AGREEMENT CONCERNING INTELLECTUAL PROPERTY

In consideration of my employment or engagement by The Rockefeller University (the “University”) or my use of the facilities, equipment or funds of or administered by the University, I make this agreement with the University:

1. I hereby agree:

(a) to be bound by the University’s Intellectual Property Policy, as it may be amended from time to time (the “Policy”);

(b) to make prompt and full written disclosures in accordance with the Policy, including disclosure of certain Inventions and/or Commercial Works (as those terms are defined in the Policy) and of existing and proposed agreements that I may have with an entity that is or becomes involved with the University in a license transaction concerning my Inventions or Commercial Works;

(c) to assign and do hereby assign to the University all of my right, title and interest in, to and under the Inventions and/or Commercial Works of which I am an Inventor or Author; and

(d) that all right, title and interest in and to the Inventions and/or Commercial Works discovered or created by me are the property of the University under the terms of the Policy.

2. At the request of the University at any time and in accordance with the Policy, I will execute, without charge, all documents relating to the Inventions and/or Commercial Works, including those reflecting the assignment herein and assist the University in applying for, obtaining, maintaining and enforcing associated patent and copyright applications, patents and copyrights anywhere in the world.

3. At the request of the University, I agree to assist the University, without charge (except for reasonable compensation for extraordinary work, if I am no longer employed or engaged by the University) in the following:

(a) Preparation, filing, prosecution of applications and maintaining patents or copyrights anywhere relating to any Invention or Commercial Work;

(b) Licensing or other transactions relating to any Invention or Commercial Work; and

(c) Any litigation, other proceedings (in courts, patent offices, copyright offices or elsewhere), or any dispute resolution process, including mediation, arbitration or negotiation, relating to any Invention or Commercial Work.

4. This Agreement will inure to the benefit of the University and its nominees and their respective legal representatives, successors and assigns. This Agreement will be binding now and in the future on me and my heirs, legal representatives, executors, administrators and assigns. Except with the prior, written consent of an authorized official of the University, no attempt by me to assign or transfer any rights in Inventions or Commercial Works will relieve me of any of my obligations under this Agreement or the Policy.

5. This Agreement, together with the Policy, supersedes any prior agreements or understandings I may have signed or to which I may be bound with respect to the subject matter of this Agreement. I represent and warrant that I have not entered into any agreement, understanding or obligation with any person, organization or corporation that is in conflict with my obligations under this Agreement or the Policy.

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_, 20\_\_

Printed Name: \_\_\_\_\_

## APPENDIX B

### GUIDELINES FOR LICENSE TRANSACTIONS INVOLVING SECURITIES

One category of potential licensees for an Invention or Commercial Work that is evaluated by OTT is a start-up company. Typically, a start-up company's survival will be tied to the development of the technology licensed to it by the University, and the company's research and development efforts will be focused on that technology. Often, a start-up company can represent the best opportunity for the development of an early-stage technology. In some cases, a start-up company may represent the only licensing alternative available.

Most start-up companies, whether just formed or in existence for a few years, have little cash and no revenues. Under these circumstances, the heavy cash burden on the company of a traditional license transaction would divert cash needed for research and development efforts and diminish the company's ability to attract initial investors. In such a licensing transaction, equity or other class of securities ("Equity") is issued to the University at the commencement of the license, and most of the company's cash obligations to the University are postponed until milestones are reached and sales and sublicense fees are generated. Equity is not preferred to cash by the University. Rather, in the absence of sufficient cash compensation available from the company and in lieu of all or part of the initiation fees, in addition to future fees and royalties, Equity may be accepted as compensation by the University. Thus, the issuance of Equity in a license transaction is a reasonable business solution that enhances the overall potential financial return to the University and remains acceptable to the start-up company and its investors.

OTT uses the following list, which must be read in context of the entire Policy, as a guideline in negotiating license transactions with start-up companies:

- The company should be legally formed, managed by executives experienced in the company's industry, and have the potential for credible investors.
- The University, its officers, its employees, and the Inventors or the Authors should not hold management or fiduciary positions in the company.
- If an Inventor or Author receives or has a right to receive Equity in the company, the requirements of the University's Policy on Conflict of Interest and Commitment in Research must be followed.
- In the event that an Inventor or Author holds or will hold Equity in a company on an individual basis, the distribution of Net Proceeds may be determined according to Paragraph 9 of the Policy.
- The University should hold a minority Equity position, generally not more than fifteen percent (15%) of all outstanding Equity on a fully-diluted basis of the company post financing.
- The University should not invest cash directly in the formation of the company or in follow-on rounds of financing. This does not preclude, for example, investments in the company by venture capital funds in which the University has invested or the exercise of warrants or options held by the University.
- Once Equity is received by the University, the Equity will be held, managed and liquidated in accordance with the Intellectual Property Policy and other applicable policies and procedures of the University.

### JOB POSTING POLICY

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#### ELIGIBLE EMPLOYEES

All regular full-time and part-time staff employees in good standing with a minimum of one year of service in their current positions are eligible to participate in the job posting program. Applications for promotional or lateral transfer within an employee's immediate work area will be considered at any time. In the event of exceptional circumstances, the Vice President of Human Resources will determine, at her discretion, approval or denial of eligibility.

#### POSITIONS POSTED

Active staff vacancies up to the director level that have met budget approval will be posted. Openings for executive officers, directors, and faculty appointments will not be posted through this program.

#### POSTING PERIOD

Job vacancies will be posted and held open for a period of five days. The University reserves the right to recruit externally for all available positions prior to, during, and after the posting period. Human Resources and management will determine

the appropriate time to initiate the posting and recruitment for each vacancy. After the posting period, the University will hire the most qualified internal or external candidate.

#### TRANSFER PROCEDURE

Internal applicants will respond to a posted position by completing a transfer application and submitting it to Human Resources. Internal transfer inquiries will remain confidential until an interview is scheduled or until the Vice President of Human Resources deems appropriate.

Interviews will be arranged with candidates whose skills and experience appear to most closely meet the needs of the prospective department. If there is mutual interest after an interview, a reference will be obtained by Human Resources or the hiring manager.

The University may initiate transfers at any time in response to the needs of the organization and the staff members.

## SELECTION

Internal applicants will be evaluated and selected on the basis of qualifications, personnel records, and recommendations from present and/or past supervisors. All internal applicants will be notified of employment decisions by Human Resources.

## PROCEDURE

1. All transfers must be coordinated through Human Resources.
2. Positions will be listed on a "Job Posting" bulletin issued every Friday, and posted on the Human Resources web site ([www.rockefeller.edu/hr](http://www.rockefeller.edu/hr)), where all active positions are listed. The bulletin will be posted on boards located in Founder's Hall adjacent to Human Resources and in the Tunnel opposite the Paint Shop. Additional bulletins will be available each Friday in newsstands located in Founder's Hall, the passageway between Smith Hall and Smith Hall Annex, and the Weiss Building on the second floor.
3. Transfer applications can be obtained from Human Resources Monday through Friday between 9:00 a.m. and 5:00 p.m.
4. Once a transfer application has been received by Human Resources, personnel records are reviewed and interviews may be scheduled.
5. Employees who have been selected for a transfer must remain in their current positions for a period of time equal to their vacation allowances unless released earlier by management. The new department or laboratory will assume responsibility for the transferred employee's vacation and personal days remaining in the current fiscal year.

# LABORATORY CARE AND ANIMAL USE

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## INTRODUCTION

The Rockefeller University is dedicated to helping mankind through research in the biomedical and related sciences. Despite the use of the latest research technology, laboratory animals remain essential for much of the work conducted on this campus. We at The Rockefeller University fully recognize our responsibility to maintain and use laboratory animals in a manner consistent with humane concerns. The Rockefeller University's policies and practices conform to all applicable laws and regulations; wherever feasible, the University's practices exceed the prevailing national standards. Your help, as an employee, in maintaining the highest standards for appropriate laboratory animal care is critical to good science and humane concerns on this campus.

## EXPERIENCE AND TRAINING

Many newly employed members of the campus community have had little formal training in the appropriate care and use of laboratory animals. The University regularly offers training workshops for all employees who plan to work with animals. These are announced on your monthly reports of animal use and expenses and in The Rockefeller University Calendar of Events.

## CONCERNS

We use animals for research at The Rockefeller University in a manner that considers both scientific need and humane care. Any concerns you have about animal use and care at the University should be directed to the Associate Vice President of the Laboratory Animal Research Center (LARC), (212) 327-8535.

Safety is a continuing concern. Working with animals in a research environment involves a number of personal risks, which are reviewed at the regularly scheduled Employee Safety Course for new employees. More information about the use of laboratory animals will be presented at this training program which we encourage you to attend.

We are eager for you to learn how best to utilize the full program of services at LARC. Please help us help you. Call (212) 327-8525 to request a LARC handbook and schedule an orientation and/or training session with the department.

## NEW YORK CITY LACTATION ROOM ACCOMMODATION POLICY

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Pursuant to New York City law, employees have a right to request access to a lactation room to express breast milk.

For purposes of this policy, the term lactation room means a sanitary place, other than a restroom, that can be used to express breast milk shielded from view and free from intrusion and that includes at minimum an electrical outlet, a chair, a surface on which to place a breast pump and other personal items, and nearby access to running water. Unless doing so poses an undue hardship, the University will provide (i) a lactation room in reasonable proximity to the employee's work area and (ii) a refrigerator suitable for breast milk storage in reasonable proximity to such employee's work area. If a room that is used, at times, for another purpose is designated by the University to serve as a lactation room, the sole function of the room will be as a lactation room while an employee is using the room to express breast milk. While an employee is using the room to express milk, the

University will provide notice to other employees that the room is given preference for use as a lactation room.

### **THE ROCKEFELLER UNIVERSITY PROVIDES TWO DEDICATED LACTATION ROOMS ON CAMPUS FOR NURSING MOTHERS.**

1. CRC, Greenberg Building, Room A08
2. WRB, first floor. Walk into the ladies room and lactation room door is on the right. (Please note the lactation room is a separate room from the restroom.)

An employee may submit a request for the key to either of the lactation rooms identified above by contacting Plant Operations at extension 8001. The University will respond to such requests within five (5) business days. The employee may hold onto the key until access to the lactation room is no longer needed; at which time, it should be returned to Plant Operations. If two or more employees need to use the lactation room at the same

time, the employees should contact Human Resources, 212-327-8300 so that arrangements can be made to ensure all employees are provided with access to the lactation room. In such instances, the University will endeavor to accommodate all employees involved such as by requesting that the employees adjust their desired times for use of the lactation room and when this is not feasible the University may follow a chronological order based on timing of receipt of the request. If providing an employee access to a lactation room poses an undue hardship to the University, the University will engage in a cooperative dialogue with the employee.

The University will provide reasonable break time for an employee to express breast milk pursuant to section 206-c of the labor law.

Employees can contact Human Resources, 212-327-8300 with questions regarding this policy.

## USE OF ROCKEFELLER UNIVERSITY LICENSED PRODUCTS

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The Rockefeller University licenses certain software products, including, but not limited to, Anti-Virus, Microsoft Office Products (Word, Excel, Powerpoint, Outlook, Viso, OneNote, Access), Adobe Products (Acrobat, Photoshop, Illustrator) Operating Systems (Windows, Macintosh, Linux), and Scientific Applications (DNASTar-Lasergene, MathWorks-MatLab, MacVector, SPSS, Splus, ChemDraw) ("Rockefeller University licensed products") for use by employees of and other personnel affiliated with The Rockefeller University ("Rockefeller personnel"). In accordance with the terms of the University's licenses and at the option of Rockefeller personnel, Rockefeller University licensed products may

be installed on personally-owned assets (including, but not limited to, laptops, desktops, handheld devices, etc.) of Rockefeller personnel for their individual use consistent with this Policy and other University policies. Rockefeller personnel who opt to have Rockefeller University licensed products installed on their personally-owned assets take such licensed products "as is" and without any warranty from or liability to the University. Rockefeller personnel are prohibited from distributing or copying Rockefeller University licensed products. In the event that any license for a Rockefeller University licensed product is terminated, the University will give notice to all then-current Rockefeller personnel who shall be

required to promptly remove the terminated licensed product(s) from all of their personally-owned assets.

All Rockefeller personnel departing from the University ("departing personnel") are required to remove all Rockefeller University licensed products from their personally-owned assets. Departing personnel shall be liable to the full extent for all claims and/or damages resulting from their failure to comply with this Policy. Departing personnel will provide a written statement (in the form of Appendix A, as may be amended from time to time) to the University that all Rockefeller University licensed products have been removed from all of their personally-owned assets. The failure of any Rockefeller personnel to

sign this statement shall not affect the applicability of this Policy or relieve such personnel from the obligations and responsibilities it imposes.

If a departing personnel is uncertain whether Rockefeller University licensed products are installed on any personally-owned assets or needs help

uninstalling Rockefeller University licensed products, the IT Help Desk at: 212-327-8940 is available to assist.

## LOAN PLAN FOR PREPAID TUITION

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A payroll deduction plan has been established to help employees finance their tuition costs, and the tuition costs of their children, which require payment in advance. Covered schools include day care centers, nursery schools (with the exception of The

Rockefeller University Child and Family Center), primary or secondary schools, and post-secondary schools such as degree-granting colleges, junior colleges, and technical or vocational schools.

This loan plan is administered by Human Resources and all inquiries should be directed to this office, (212) 327-8300.

## POLICY ON MINORS IN WORK AREAS OF THE UNIVERSITY

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Minors, those individuals under age 18, are allowed in University work areas only in accordance with the following policy:

1. Minors employed by The Rockefeller University, Howard Hughes Medical Institute, legal tenants of the University, and any hired contractor are allowed only in areas authorized to adult employees performing the same job tasks, and then, if the area contains any known or recognizable hazard, only if accompanied and supervised by an adult employee familiar with the hazard.
2. Minors participating in University sponsored volunteer programs, (e.g., the University volunteer program managed by the Outreach Program), are allowed access only to those areas appropriate to their volunteer position and only under the direction of their sponsor in accordance with separate policies applicable to such programs. All volunteers must be at least 16 years of age.
3. Minors participating in University sponsored special events, (e.g., Take

Your Child to Work Day), must be escorted by University personnel and are allowed access only to areas specifically defined for that special event.

4. Minors visiting the University are not allowed in any work area of the University unless accompanied and supervised by an adult employee of the University, Howard Hughes Medical Institute, or legal tenant of the University and only with the approval of the appropriate department head or Head of Laboratory.
5. Minors not covered in points 1-3 above are strictly prohibited from the following areas of the University:
  - Boiler House, mechanical spaces and rooms, steam tunnels, and shops
  - Compactor room
  - Incinerator room
  - Animal rooms
  - Containment areas (e.g., LARC 5 and DWB BL3)
  - Laboratory rooms where chemicals, biological and radioactive materials, research equipment, glassware, and fire hazards are used and stored

- Patient care and treatment areas except as allowed by Hospital policy
- Loading areas
- Hazardous waste handling and storage rooms
- Construction sites
- Food Service and Hospital Dietary food preparation areas.

Exclusion of an area from this list shall not be taken to imply that the area poses no risk to minors.

6. Department heads and Heads of Laboratory are authorized and expected to enforce this policy. Within the guidelines of this policy, department heads and Heads of Laboratory are authorized to grant or deny permission to an employee to bring a minor into the workplace. The department head or Head of Laboratory may appeal to the Senior Director of LS&EH for exceptions to the policy to allow a minor to enter a prohibited area.

## GUIDELINES ON MENTORING A MINOR IN THE LABORATORY

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The University policy on Minors in the Workplace prohibits individuals under 18 years of age from being in “wet” laboratories unless they are par-

ticipating in a University-sponsored event or volunteer program.

Choosing to mentor a minor in a laboratory carries with it the

responsibility for close supervision of the minor and strict adherence to University and legal restrictions on the types of activities that the minor

may perform. Please note that, due to employment and immigration regulations, the intent and practice of sponsoring a volunteer in a laboratory must be to provide the volunteer with an educational experience. Volunteers may not be engaged in work that would otherwise be performed by a paid employee.

The following list is designed to aid you in making your decision to mentor a minor and to guide you in that role:

- **Absolutely no one under 16 years of age** is allowed to work or volunteer in the laboratories.
- Supervising mentors and the minor must complete and submit forms in the High School Science Outreach Student Application <http://www.rockefeller.edu/outreach/webstu-app.pdf> for the minor to participate in the Outreach Program directed

by Jeanne Garbarino, Ph.D.  
[jgarbarino@rockefeller.edu](mailto:jgarbarino@rockefeller.edu).

- Minors must complete appropriate safety training with LS&EH prior to commencing work in the laboratory. The safety training is arranged as part of the registration process with the volunteer program office.
- Minors must register with and obtain an ID from Security prior to commencing work in the laboratory. Note: Safety training must be completed before Security will issue an ID to the minor.
- In general, minors' work with hazardous materials should be minimized as much as possible.
- **Minors may NOT perform any procedures involving radioactive materials or sources.** They may work in a lab room where radioactive materials are used or

stored and they may watch radioactive materials procedures, **but they may NOT have any hands-on involvement.**

- Minors may not enter animal rooms in LARC or in LARC satellite facilities in TSH or RRB.
- Work with laboratory animals is at the discretion of the Associate Vice President of LARC. As a general policy, it is not permitted. You must notify the AVP of LARC of your intent to include the minor on the animal protocol and receive written approval from LARC prior to bringing or sending any minor to LARC or LARC satellite areas for this purpose.
- Minors may not work on BL3 protocols.

Questions about the safety program should be directed to Amy Wilkerson [wilkera@rockefeller.edu](mailto:wilkera@rockefeller.edu).

## NON-DISCRIMINATION, ANTI-HARASSMENT, AND ANTI-RETALIATION POLICY

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A separate policy controls in the event of sex discrimination, sexual harassment, and/or sexual violence against students. (See University's Policy for the Prevention of and Response to Sex Discrimination, Sexual Harassment, and Sexual Violence against Students).

### POLICY STATEMENT

The Rockefeller University is committed to maintaining a work environment in which each individual is treated with respect and dignity. Every member of the University community, including an employee and/or a person with an academic appointment ("University member"), has the right to work in a professional atmosphere that promotes equal employment opportunities and is free from bias, prejudice, and harassment.

The Rockefeller University prohibits and will not tolerate discrimination or harassment on the basis of race; creed; color; national origin; religion; sex/gender (including sexual orientation; self-identified or perceived sex; gender expression; gender identity; status of being transgender; status as a victim of domestic violence, sexual violence, or stalking; sexual and reproductive health deci-

sions; and pregnancy); age; disability; alienage or citizenship status; military status; marital or partnership status; caregiver status; genetic information; or any other characteristic protected under applicable law. The University also prohibits and will not tolerate retaliation against any individual who has engaged in protected activity, as defined below.

### DEFINITIONS

**Discrimination** involves treating a person (an employee or job applicant) unfavorably because of his or her race; creed; color; national origin; religion; sex/gender (including sexual orientation; self-identified or perceived sex; gender expression; gender identity; status of being transgender; status as a victim of domestic violence, sexual violence, or stalking; sexual and reproductive health decisions; and pregnancy); age; disability; alienage

or citizenship status; military status; marital or partnership status; caregiver status; genetic information; or any other characteristic protected under applicable law (each a "protected characteristic"). This policy and the law forbid discrimination in any aspect of employment, including hiring, firing, pay, job assignments, promotions, layoff, training, fringe benefits, and any other term or condition of employment.

**Harassment**, in the employment context, is a form of discrimination that is a serious violation of this policy and is illegal under applicable federal, state, and local laws. Harassment is defined as unwelcome physical, verbal, or visual conduct that denigrates or shows hostility or aversion toward an individual because of one or more protected characteristics. Harassment becomes unlawful where:

- the offensive conduct is explicitly or implicitly made a term or condi-

tion of employment or continued employment, or is used as the basis for an employment decision; or

- the conduct is severe (in which case a single incident may be sufficient) or pervasive enough so as to create a work environment that a reasonable person would consider intimidating, hostile, or offensive.

Harassing conduct includes, but is not limited to: epithets, slurs, or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes or the display or circulation (including through email) in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of a protected characteristic.

**Sexual harassment** is defined as unwelcome conduct (i) of a sexual nature or (ii) which is directed towards an individual because of that individual's sex/gender (including sexual orientation; self-identified or perceived sex; gender expression; gender identity; status of being transgender; status as a victim of domestic violence, sexual violence, or stalking; and pregnancy).

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different sex. Depending on the circumstances, these behaviors may include, but are not limited to: unwelcome sexual advances or requests for sexual favors; sexual jokes or innuendoes; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess, or sexual deficiencies; leering or catcalls; inappropriate touching; insulting or obscene comments or gestures; inappropriate sex stereotyping; display or circulation (including through email) in the workplace of sexually suggestive objects or pictures; or other physical, verbal, or visual conduct of a sexual nature; threatening, intimidating, or other hostile acts of a sexual nature or against an individual because of the individual's sex or gender. A form of sexual harassment, also called "quid pro quo" harassment, occurs when a person in authority makes unwelcome sexual advances or

requests for sexual favors in exchange for job benefits.

**Protected activity** is defined as activity by an individual who (i) makes a complaint of discrimination or harassment, internally or to a government agency; (ii) testifies, assists, or otherwise participates in a proceeding or an investigation of discrimination or harassment; (iii) makes an oral or informal complaint or simply informs a supervisor of discrimination or harassment; (iv) reports that another University member has been discriminated against or harassed; or (v) encourages another University member to report discrimination or harassment.

**Retaliation** is defined as an action that could discourage an individual who has engaged in protected activity from coming forward to make or support a claim of discrimination or harassment, including sexual harassment, and is a serious violation of this policy and illegal under applicable federal, state, and local laws. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours). An individual is protected from retaliation if the individual had a good faith belief that the alleged conduct was unlawful, even if the alleged conduct does not rise to the level of a violation of the law. An individual who makes intentionally false charges of harassment, however, is not protected from retaliation.

## INDIVIDUALS AND CONDUCT COVERED

This policy applies to applicants, employees, and persons with academic appointments at the University. This policy prohibits discrimination, harassment including sexual harassment, and retaliation, whether engaged in by or towards a fellow employee, a supervisor or manager, a person with an academic appointment, or someone not directly connected to the University (e.g., an outside vendor, consultant, or customer).

Conduct prohibited by these policies is unacceptable in the workplace

and in any work-related setting outside the workplace, such as during business trips, business meetings, or business-related social events. Calls, texts, emails, and social media usage by employees may constitute illegal workplace harassment, even if they occur outside of the workplace premises, on personal devices or during non-work hours.

## COMPLAINT PROCEDURE

### A. Reporting an Incident of Discrimination, Harassment, and/or Retaliation

The Rockefeller University strongly urges the reporting of all incidents of discrimination, harassment, and/or retaliation, regardless of the offender's identity or position. Individuals who have experienced conduct that they believe is contrary to the University's policy or who have concerns about such matters should immediately report their complaints, before the conduct becomes severe and pervasive. A complaint may be reported to an individual's immediate supervisor or to one of the University's designated representatives, who are (1) the Vice President of Human Resources, and (2) the Dean of Graduate and Postgraduate Studies. Individuals are not required to report a complaint to their immediate supervisor before bringing the matter to the attention of one of the University's designated representatives. Others who witness or become aware of sexual harassment should report the behavior to a supervisor or one of the University designated representatives. A complaint may be made orally or in writing. (A complaint form for reporting a sexual harassment claim is available at: <https://www2.rockefeller.edu/forms/reporting-sexual-harassment/>. See also Section D for additional external avenues of redress for sexual harassment claims.) In addition, any individual in a supervisory capacity having information about or reason to suspect such acts or patterns of behavior must bring the behavior to the attention of one of the University's designated representatives and not try to "handle the matter" alone.

Early reporting and intervention have proven to be effective in resolving actual or perceived incidents of discrimination or harassment. Therefore, while no fixed reporting period has been established, the University strongly urges the immediate reporting of complaints or concerns so that rapid and constructive action can be taken. The University will make every effort to stop alleged discrimination or harassment before it becomes severe or pervasive, but it can do so only with the cooperation of the University community. Failure to adhere to the suggested reporting procedure in this policy could affect an individual's future right to pursue legal action under federal, state, and local discrimination laws, which have specific time frames for initiating a legal proceeding pursuant to those laws and are described further below in Section D.

The availability of this complaint procedure does not preclude individuals who believe that they are being subjected to harassing conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued. However, such action will not constitute a report under this policy. In addition, employees may choose at any time to file a formal grievance in accordance with the University's Grievance Procedure.

## **B. The Investigation**

Any reported allegations of discrimination, harassment, or retaliation will be investigated promptly, thoroughly, and impartially, with due process for all parties. Primary investigation will be conducted under the supervision of the Vice President of Human Resources or her/his designee in a manner that respects, to the extent possible, the privacy of all of the persons involved. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. The investigation also will include a review of relevant documents and

records. Records of the investigation will be maintained, as appropriate.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

## **C. Responsive Action**

Conduct covered by this policy will be addressed by the Human Resources office in consultation with the University administration as appropriate. Responsive action will be taken against individuals, including University members, who engage in discrimination or harassment including sexual harassment, or retaliate against another individual who has engaged in protected activity. Supervisors who knowingly allow sexual harassment to continue will be subject to responsive action. Responsive action may include, for example, training, referral to counseling, monitoring of the offender, and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reduction of wages, demotion, reassignment, temporary suspension (with or without pay), or termination, as the University deems appropriate under the circumstances. Appeal of the responsive action may be made through the University's Grievance Procedure.

Finally, this policy should not, and may not, be used as a basis for excluding or separating individuals of a particular gender or any other protected characteristic, from participating in business or work-related social activities or discussions. The law and policy of The Rockefeller University prohibit disparate treatment on the basis of sex or any other protected characteristic with regard to terms, conditions, privileges, and perquisites of employment. The prohibitions against discrimination, harassment, and retaliation are intended to complement and further these policies, not to form the basis of an exception to them.

## **D. Additional External Avenues of Redress for Sexual Harassment Claims**

In addition to the internal procedures described above, an employee may pursue a sexual harassment claim with the following governmental agencies.

### **1. Federal Civil Rights Act of 1964**

An employee may seek redress under the federal anti-discrimination laws, including Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.* A sexual harassment complaint may be filed with the United States Equal Employment Opportunity Commission (EEOC) and thereafter with a federal district court.

### **2. New York State Human Rights Law**

An employee may seek redress under the New York State Human Rights Law, N.Y. Executive Law, Art. 15, § 290 *et seq.* A sexual harassment complaint may be filed with the New York State Division of Human Rights and/or with the New York State Supreme Court.

### **3. New York City Human Rights Law**

There may be applicable local laws protecting individuals from sexual harassment. The county, city, or town in which the employee lives or works may provide information about existing laws. For example, an employee may seek redress under the New York City anti-discrimination laws protecting individuals from gender-based harassment, including the New York City Human Rights Law, Title 8 of the Administrative Code of the City of New York, N.Y.C. Admin. Code § 8-101 *et seq.* A sexual harassment complaint may be filed with the New York City Commission on Human Rights.

### **4. Contact the Local Police Department**

An employee may report sexual harassment involving physical conduct to local law enforcement and/or state police.

Individuals who have questions or concerns about this policy should

## PERSONAL RELATIONSHIPS POLICY

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The Rockefeller University is committed to the highest standards of professional conduct and integrity and expects all members (“**members**”) of the University community (“**community**”) to adhere to them. Each member has the obligation to respect and be fair to other members of the community and to ensure that personal relationships (as defined below) within the community do not result in conflicts of interest or situations that might impair or appear to impair objective judgment.

When members of the University community enter into a sexual, dating, or romantic relationship (“**personal relationship**”) with another member, and one member has supervisory authority over the other, this may compromise freely given consent, may put at risk the academic/professional development of the subordinate, and may be contrary to the University’s Code of Conduct and other policies. Other potential concerns include alleged actual or perceived sexual harassment, favoritism, and preferential treatment.

Personal relationships that are prohibited are those between:

- A Head of Laboratory (Rockefeller or HHMI) and any student (Ph.D., M.D./Ph.D., Clinical Scholars/M.A., Tri-I, or visiting) at the University;
- A Head of Laboratory and any postdoctoral fellow or postdoctoral associate under his/her direct supervision; and
- A staff member and any person under his/her direct supervision.

Personal relationships that are strongly discouraged are those between:

- A Head of Laboratory and any person under his/her direct supervision (other than a student,

postdoctoral fellow, or postdoctoral associate, which are prohibited).

The personal relationships enumerated above are provided as examples, and there may be other personal relationships that fall within this policy.

If a personal relationship covered by this policy occurs, exists, or is emerging, the members are required to declare the personal relationship to Virginia Huffman, Vice President of Human Resources or Michael Young, Vice President of Academic Affairs, to address any attendant workplace issues. A member who is in a personal relationship is expected to recuse himself/herself from any situation in which he/she may directly influence the hire, promotion, advancement, supervision, assignment of duties and job or research opportunities, evaluation, salary determination, grade determination, or advising or otherwise directly affecting the employment or academic progress (e.g., by participation on a review committee) of the other member in the personal relationship.

The goal of the personal relationship declaration is to allow the conditions of the employment or academic association of the two members to be restructured so as to avoid or eliminate potential situations described in the preceding paragraph and without unreasonably disadvantaging either member. Declaration of the personal relationship also may provide some protection for both members involved as well as others who may be affected.

Both members in a personal relationship are responsible for adhering to this policy. Violations of this policy will be handled by Human Resources, with consequences for violations resting primarily on the member with supervisory authority.

Concerns, including those of a third party, that a personal relationship is impairing a member’s ability to be effective in his or her position should be discussed with that member’s manager or a representative of Human Resources.

If allegations of sexual harassment, relationship violence, or stalking arise in connection with a personal relationship, the University will follow the [Non-Discrimination, Anti-Harassment, and Anti-Retaliation Policy](#) and/or the [Policy for the Prevention of and Response to Sex Discrimination, Sexual Harassment, Sexual Violence, Relationship Violence, and Stalking](#).

Approved by Executive Officers Group on November 19, 2018

Approved by Academic Council on November 20, 2018

# THE ROCKEFELLER UNIVERSITY INTERIM POLICY FOR ALLEGATIONS OF SEXUAL MISCONDUCT CONCERNING A STUDENT (POLICY UNDER TITLE IX AND NY EDUCATION LAW ART. 129-B)

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To the extent that this Policy overlaps with the University's Non-Discrimination, Anti-Harassment, and Anti-Retaliation Policy, this Policy will control in cases involving sex discrimination, sexual harassment, sexual violence, relationship violence, sexual assault, and/or stalking involving a student.<sup>1</sup>

## POLICY STATEMENT

The Rockefeller University (the "University", "Institution") is committed to maintaining an educational environment that is free from sex discrimination, sexual harassment, sexual violence, relationship violence, and stalking. The University does not discriminate on the basis of sex in its education programs and activities, in compliance with the law, including Title IX of the U.S. Education Amendments of 1972 and Article 129-B of the N.Y. Education Law. The University strongly encourages any member of our community who is a victim of, or has knowledge of, sex discrimination, sexual harassment, sexual violence, relationship violence, and/or stalking involving a student to report that conduct as set forth below.

## PURPOSE OF THIS POLICY

The purpose of this policy is to delineate the policies and procedures complying with Title IX of the Educational Amendments of 1972, ("Title IX") and Sections 6439-6449 of Article 129-B of the New York Education Law ("129-B").

A) Title IX: Title IX is a federal law that prohibits any person in the United States from being discriminated against on the basis of sex in seeking access to any educational program or activity receiving federal financial assistance. The U.S. Department of Education, which enforces Title IX, has long defined the meaning of Title IX's prohibition on sex discrimination broadly to include various forms of sexual harassment

and sexual violence that interfere with a student's ability to equally access our educational programs and opportunities.

On May 19, 2020, the U.S. Department of Education issued a Final Rule under Title IX of the Education Amendments of 1972 that:

- Defines the meaning of "sexual harassment" (including forms of sex-based violence)
- Addresses how this institution **must** respond to reports of misconduct falling within that definition of sexual harassment, and
- Mandates a grievance process that this institution **must** follow to comply with the law in these specific covered cases before issuing a disciplinary sanction against a person accused of sexual harassment.

B) Article 129-B is a New York State Law, which affords protections for students who are the victims of sexual assault, relationship violence, and stalking, including the right to report the incident to the University or law enforcement, to be protected by the University from retaliation for reporting an incident, and to receive assistance and resources from the University.

## INDIVIDUALS AND CONDUCT COVERED

Title IX and Article 129-B of the New York Education Law address similar concerns, although they may differ in some respects. Where there is a conflict of laws, federal law pre-empts state law. Where there

is an omission in federal law that is addressed in state law, the university takes the position that state law prevails.

This Policy covers any occurrence of sex discrimination, sexual harassment, sexual violence, relationship violence, and/or stalking involving a student, regardless of whether the accused is a student, employee, or third party, or whether the prohibited conduct occurred on or off campus (including studying abroad). The University must address reported sex discrimination, sexual harassment, sexual violence, relationship violence, or stalking involving a student whether the report (oral or written) is made by the alleged victim or a reporting individual other than the alleged victim.

The University also must ensure that a student who is the victim of sexual violence, relationship violence, and/or stalking is afforded the protections outlined in the Students' Bill of Rights Relating to Sexual Violence, Relationship Violence, and/or Stalking, including the right to make a report to local law enforcement and to be protected from retaliation. (See Bill of Rights at the end of this Policy.)

## How does this Policy impact other University disciplinary policies?

The University remains committed to addressing violations to any of its policies. To the extent that alleged misconduct falls outside this policy or is discovered in the course of investigating misconduct covered under this policy, the University retains

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<sup>1</sup> This policy may be applied when the complainant is an employee in certain, limited circumstances

authority to investigate and adjudicate the allegations under the applicable policies and procedures including through a separate grievance proceeding. The elements established in this Policy have no effect and are not transferable to any other University policy for any violation of the Code of Conduct, employment policies, or any civil rights violation except as narrowly defined in this Policy. This Policy does not set a precedent for other University policies or processes and may not be cited for or against any right or aspect of any other policy or process.

## **The Title IX and Art. 129-B Grievance Policy**

### **General Rules of Application**

#### **Effective Date**

This Grievance Policy is effective as of August 14, 2020 and only applies to Formal Complaints of sexual harassment lodged on or after August 14, 2020. Complaints lodged before August 14, 2020, will be investigated, and adjudicated according to the policy in effect at the time the complaint was lodged.

#### **Non-Discrimination in Application**

The requirements and protections of this policy apply equally regardless of race, color, national origin, religion, creed, age, disability, sex, gender identity or expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, military status, domestic violence victim status, criminal conviction, or other protected classes covered by federal or state law. All requirements and protections are equitably provided to individuals regardless of such status or status as a Complainant, Respondent, or Witness. Individuals who wish to file a complaint about the University's policy or process may contact the Department of Education's Office for Civil Rights using contact information available at <https://ocrcas.ed.gov/contact-ocr>.

## **DEFINITIONS**

**Affirmative Consent ("Consent")** is a knowing, voluntary, and mutual

decision among all participants to engage in sexual activity. Consent can be given by words or actions, as long as those words or actions create clear permission regarding willingness to engage in the sexual activity. Silence or lack of resistance in and of itself does not demonstrate consent. The definition of consent does not vary based upon a participant's sex, sexual orientation, gender identity, or gender expression. Consent may be given initially but withdrawn at any time, and consent to one sexual act does not necessarily constitute consent to any other sexual act. Consent is required regardless of whether the person initiating the act is under the influence of drugs and/or alcohol. Depending on the degree of intoxication, someone who is under the influence of alcohol, drugs or other intoxicants may be incapacitated and therefore unable to consent. Consent cannot be given by a person who is incapacitated, which occurs when an individual lacks the ability to knowingly choose to participate in sexual activity, and consent cannot be given when it is the result of any coercion. Incapacitation may be caused by the lack of consciousness or being asleep, being involuntarily restrained, or if an individual otherwise cannot consent. When consent is withdrawn or can no longer be given, sexual activity must stop.

**Bystander** means a person who observes a crime, impending crime, conflict, potentially violent behavior, or conduct that is in violation of rules or policies of an institution.

**Code of Conduct** includes written policies adopted by the University governing student behavior, rights, and responsibilities, while such student is affiliated with the University.

**Complainant** is any individual who has reported being or is alleged to be the victim of conduct that could constitute covered sexual harassment as defined under this policy. A complainant may also be referred to as a **Reporting Individual** under Article 129-B.

#### **Covered Sexual Harassment**

includes any conduct on the basis of sex that satisfies one or more of the following criteria:

1. An employee conditioning educational benefits on participation in unwelcome sexual conduct (i.e., quid pro quo);
2. Unwelcome conduct that a reasonable person would determine is so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the educational institution's education program or activity;
3. Sexual assault includes any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent;
4. Dating violence is also known as relationship violence and includes any violence committed by a person: (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (B) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) The length of the relationship; (ii) The type of relationship; (iii) The frequency of interaction between the persons involved in the relationship.
5. Domestic violence is also considered relationship violence and includes any felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under New York domestic or family violence laws or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of New York.
6. **Sex Discrimination** is conduct towards an individual, based upon that individual's sex, or gender (including sexual orientation,

self-identified or perceived sex; gender expression, gender identity; status of being transgender, status as victim of domestic violence sexual violence, or stalking; sexual and reproductive health decisions; and pregnancy), that denies the individual the benefits of, treats the individual differently, or otherwise adversely affects a term or condition of an individual's employment, education, living environment, or participation in a University program or activity.

7. **Sexual Violence** or sexual assault is an actual or attempted physical sexual act performed against a person's will or without a person's affirmative consent, including where the person is incapable of giving consent due to a disability or the use of drugs and/or alcohol.
8. Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to-- (A) fear for their safety or the safety of others; or (B) suffer substantial emotional distress.

Note that conduct that does not meet one or more of these criteria may still be prohibited under other University Policies.

**Education Program or Activity**<sup>2</sup> includes:

- Any on-campus premises.
- Any off-campus premises that the University has substantial control over. This includes buildings or property owned or controlled by a recognized student organization.
- Activity occurring within computer and internet networks, digital platforms, and computer hardware or software owned or operated by, or used in the operations of the University's programs and activities over which the University has substantial control.

**Formal Complaint** means a document—including an electronic submission—filed by a complainant with a signature or other indication

that the complainant is the person filing the formal complaint, or signed by the Title IX Coordinator, alleging sexual harassment against a respondent about conduct within the Rockefeller University's education program or activity as defined herein and requesting initiation of the procedures consistent with the Title IX Grievance Policy to investigate the allegation of sexual harassment.

**Relationship Violence**, including dating violence and domestic violence, is a pattern of behavior in which an individual uses physical violence, coercion, threats, intimidation, isolation, or other forms of emotional, sexual, verbal, and/or economic abuse to control their current or former intimate partner

**Relevant evidence and questions** refer to any questions and evidence that tends to make an allegation of covered sexual harassment more or less likely to be true. Relevant evidence and questions do not include the following types of evidence and questions, which are deemed "irrelevant" at all stages of the Title IX and 129-B Grievance Process:

- Evidence and questions about the complainant's sexual predisposition or prior sexual behavior unless:
  - o They are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or
  - o They concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. .
- Evidence and questions that constitute, or seek disclosure of, information protected under a legally recognized privilege (i.e.: attorney/client or physician/patient privilege.)
- Any party's medical, psychological, and similar records unless the party has given voluntary, written consent.

**Respondent** any individual who has been reported to be the perpetrator of conduct that could constitute covered sexual harassment as defined under this policy.

**Supportive Measures** are non-disciplinary and non-punitive accommodations for the benefit of a complainant that are made without unreasonably burdening the other party.<sup>3</sup>

### **Disability Accommodations**

This Policy does not alter any University obligations under federal disability laws including the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Parties may request reasonable accommodations for disclosed disabilities to the Title IX Coordinator at any point before or during the Title IX Grievance Process that do not fundamentally alter the Process. The Title IX Coordinator will not affirmatively provide disability accommodations that have not been specifically requested by the Parties, even where the Parties may be receiving accommodations in other university programs and activities.

### **Reporting a Violation of this Policy**

Any person may report a violation of this policy (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment) to any of the individuals listed in below including the Title IX Coordinator, Officials with Authority to take Corrective Action, Campus security, local law enforcement and/or state police. Reports may also be made in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any

<sup>2</sup> Pursuant to Article 129-B of the New York State Education Law, the University may apply this policy to a violation that occurs off campus or while studying abroad.

<sup>3</sup> See "Non-Investigatory Measures Available Under Title IX and Article 129-B Grievance Policy" of this policy.

time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address listed for the Title IX Coordinator.<sup>4</sup>

**The Rockefeller University has designated as its Title IX Coordinator:**

Virginia Huffman, Vice President,  
Human Resources.  
Founders Hall, Room 103  
1230 York Avenue  
New York, NY 10065  
tel: 212-327-7261;  
email: [huffman@rockefeller.edu](mailto:huffman@rockefeller.edu).

**Officials with Authority to Take Corrective Action and Receive a Title IX Complaint Include :**

- James K. Rogers, Director of Security  
Nurses Residence, 1st Floor  
1230 York Avenue  
New York, NY 10065  
Tel: (212) 327-7339  
Email: [jrogers@rockefeller.edu](mailto:jrogers@rockefeller.edu)
- Department Heads of the Dean's Office, Human Resources, Office of General Counsel, Housing, and Security, and Executive Officers of the University.
- Emily Harms, Senior Associate Dean; Andrea Morris, Director of Career and Professional Development; Marta Delgado, Director, Graduate Program Administrator of Finances and Student Affairs; and Kristen Cullen, Graduate Admissions Administrator and Registrar, Michelle Keenan, Director Of Employment, Kimberly Preston, Director of HR Compliance.

**Privacy vs. Confidentiality**

The University wants victims and bystanders of sexual violence to have the necessary information and support regardless of whether they choose to report sexual violence to security or to law enforcement. References made to confidentiality refer to the ability of identified confidential resources

to not report crimes and violations to law enforcement or University officials without permission, except for extreme circumstances, such as a health and/or safety emergency or child abuse. References made to privacy mean university offices and employees who cannot guarantee confidentiality but will maintain privacy to the greatest extent possible, and information disclosed will be relayed only as necessary to investigate and/or seek a resolution and to notify the Title IX Coordinator or designee, who is responsible for tracking patterns and spotting systemic issues. The University will limit the disclosure as much as practicable, even if the Title IX Coordinator determines that the request for confidentiality cannot be honored. Privacy will be maintained throughout the investigation of a complaint or report of sex discrimination, sexual harassment, sexual violence, relationship violence, and/or stalking, consistent with reasonable investigation and appropriate corrective action. Certain University personnel (including officials with authority), because of their duty to report conduct prohibited under this Policy to the Title IX Coordinator or take action to redress such conduct, cannot guarantee confidentiality but will maintain the privacy of the complainant or reporting individual, to the greatest extent possible. These University personnel will share a complaint or report only as necessary for the Title IX Coordinator to investigate and/or seek a resolution and, if required, with law enforcement.

If an individual complainant wishes to keep their identity anonymous, they can use a confidential resource. Confidential resources can and will maintain the confidentiality of information provided to them by a complainant, accused, or reporting individual. The following individuals may provide confidentiality: licensed mental health counselors, advocates, and health care professionals, including those at the University's

Occupational Health Services. These confidential resources are not required or permitted to disclose any identifying information regarding an incident under this Policy to any outside party, including other individuals at the University, unless the person who provided information to them has consented to disclosure or extreme circumstances as listed above. If the accused is a University employee, the complainant may notify a member of the University's Human Resources and/or has the right to request that a confidential resource assist in reporting to the Title IX Coordinator.

**Confidential Resources:**

Confidential Resources are available through Occupational Health Services, ("OHS"), which is located at The Hospital Room 118 and can be contacted by phone at: (212) 327-8414. Confidential OHS Resources are:

- Ashley Foo, Director, OHS  
email: [Ashley.foo@rockefeller.edu](mailto:Ashley.foo@rockefeller.edu)
- Ann Campbell, Adult Nurse Practitioner, OHS  
email: [ann.campbell@rockefeller.edu](mailto:ann.campbell@rockefeller.edu)
- Dr. Nisha Mehta-Naik, Psychiatrist
- Lauren Rosenblum, LCSW  
Nisha and Lauren provide on-site/telehealth confidential counseling and medical services to employees and students. To schedule a confidential appointment with either Nisha or Lauren, please call OHS at (212) 327-8414.

**Outside Confidential Resources:**

If an individual prefers to make an anonymous report and/or speak with someone not affiliated with the University, the below hotlines are completely confidential and available at all times (24 hours/7 days per week):

- New York State Domestic and Sexual Violence Hotline: 800-942-6906, or <http://www.opdv.ny.gov/help/dvhotlines.html>. Additional disclosure and assistance options

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<sup>4</sup> A reported violation of this policy does not of itself necessitate an investigation. See, "The Grievance Process" for requirements of an investigation.

are catalogued by the Office for the Prevention of Domestic Violence and presented in several languages: <http://www.opdv.ny.gov/help/index.html>.

- New York State Office of Victim's Services: 800-247-8035 or [www.ovs.ny.gov](http://www.ovs.ny.gov);
- Victim Intervention Program at New York Presbyterian Hospital Weill-Cornell Medical Center: (212) 746-9414 or <https://www.nyp.org/social-work/victim-intervention-program>.
- Safe Horizon's Rape/Sexual Assault and Domestic Violence Hotline: 800-621-HOPE (4673).

### **Reports Made with Requests Not to Act:**

A complainant may request (1) that their name not be revealed to the accused, and/or that the University does not investigate or take action. The University will strongly support such a request, although honoring the request may limit the University's ability to investigate and respond fully to the incident. The Title IX Coordinator will determine whether the University can honor a request for confidentiality by a complainant or a reporting individual while still providing a safe and nondiscriminatory environment for all students. A request not to investigate or take action may not be honored if such action might put other individuals at risk. Factors to consider in determining whether to honor a request include whether: (a) the accused has a history of violent behavior or is a repeat offender; (b) the incident represents an escalation in unlawful conduct on behalf of the accused from previously noted behavior; (c) there is an increased risk that the accused will commit additional acts of violence; (d) the accused used a weapon or force; (e) the reporting individual is a minor; and (f) the University has other means to obtain evidence such as security footage, and (g) that information reveals a pattern of perpetration at a given location or by a particular group. If the University determines that an investigation is required, it

will notify the complainant and take immediate action as necessary to protect or assist the complainant.

### **Non-Investigatory Measures Available Under Policy**

#### **Supportive Measures**

Complainants (as defined above), who report allegations that could constitute covered sexual harassment under this policy, have the right to receive supportive measures from the University regardless of whether they desire to file a complaint. Supportive measures are non-disciplinary and non-punitive. They may be made available free of charge and kept confidential except as necessary to facilitate the supportive measure. Supportive measures may include, but not be limited to:

- Counseling
- Extensions of deadlines or other course/resource-related adjustments
- Modifications of work or class schedules
- Campus security escort services
- Restrictions on contact between the parties (no contact orders)
- Changes in work or housing locations
- Leaves of absence
- Increased security and monitoring of certain areas of the campus

#### **Emergency Removal**

The Rockefeller University retains the authority to remove a respondent from the University's program or activity on an emergency basis, when the University: (1) undertakes an individualized safety and risk analysis, and (2) determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of covered sexual harassment justifies a removal. If the University determines such removal is necessary, the respondent will be provided notice and an opportunity to challenge the decision immediately following the removal. The University may remove a respondent on an emergency basis whether the grievance process is underway or not.

#### **Administrative Leave**

The Rockefeller University retains

the authority to place a non-student employee respondent on administrative leave during this policy's grievance process.

### **The Grievance Process**

#### **Filing a Formal Complaint**

The timeframe for the Title IX Grievance Process begins with the filing of a Formal Complaint. The Grievance Process will be concluded within a reasonably prompt manner, and no longer than ninety (90) calendar days after the filing of the Formal Complaint, provided that the Process may be extended for a good reason, including but not limited to the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. The procedure for applying for extensions is described below.

To file a Formal Complaint, a complainant must provide the Title IX Coordinator a written, signed complaint describing the facts alleged. Complainants are only able to file a Formal Complaint under this Policy if they are currently participating in, or attempting to participate in, the education programs or activities of the University, including as an employee.

If a complainant does not wish to make a Formal Complaint, the Title IX Coordinator may determine a Formal Complaint is necessary. The University will inform the complainant of this decision in writing, and the complainant need not participate in the process further but will receive all notices issued under this Policy and Process. Nothing in this Policy prevents a complainant from seeking the assistance of state or local law enforcement alongside the appropriate on-campus process.

#### **Informal Resolution**

A complainant who files a Formal Complaint may elect, at any time, to address the matter through the University's Informal Resolution Process. All Parties to a Formal Complaint must agree to enter the Informal Resolution Process through an informed written consent. Please

refer to the policy entitled, “Informal Resolution Process,” for more information.

### **Multi-Institutional**

When the reported misconduct involves students or employees of another institution(s), the University may work collaboratively with the other institution(s) to address the misconduct provided that such collaboration complies federal and state law.

### **Multi-Party Situations**

The University may consolidate Formal Complaints alleging covered sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of covered sexual harassment arise out of the same facts or circumstances.

### **Allegations Potentially Falling Under Two Policies:**

If the alleged conduct, if true, includes conduct that would constitute covered sexual harassment and conduct that would not constitute covered sexual harassment, the Title IX Grievance Process will be applied to investigation and adjudication of only the allegations that constitute covered sexual harassment. Conduct that would not constitute covered sexual harassment under this policy will be addressed in accordance the corresponding University policy concerning such misconduct.

### **Determining Jurisdiction**

The Title IX Coordinator will determine if the instant Title IX Grievance Process should apply to a Formal Complaint. The Process will apply when all of the following elements are met, in the reasonable determination of the Title IX Coordinator:

1. The conduct is alleged to have occurred on or after August 14, 2020;
2. The conduct is alleged to have occurred in the United States.
3. The conduct occurred while a student was studying abroad under §129-B of the N.Y. Educational Law.
4. The alleged conduct, if true, would

constitute covered sexual harassment as defined in this policy.

If all of the elements are met, If all of the elements are met, The University will investigate the allegations according to the Grievance Process.

### **Mandatory Dismissal**

If any one of these elements are not met, the Title IX Coordinator, will notify the parties that the Formal Complaint is being dismissed for the purposes of the Title IX Grievance Policy. Each party may appeal this dismissal using the procedure outlined in “Appeals,” below.

### **Discretionary Dismissal**

The Title IX Coordinator, may dismiss a Formal Complaint brought under the Title IX Grievance Policy, or any specific allegations raised within that Formal Complaint, at any time during the investigation or hearing, if:

- A complainant notifies the Title IX Coordinator in writing that they would like to withdraw the Formal Complaint, or any allegations raised in the Formal Complaint.
- The respondent is no longer enrolled or employed by the University; or,
- If specific circumstances prevent the University from gathering evidence sufficient to reach a determination regarding the Formal Complaint or allegations within the Formal Complaint.

Any party may appeal a dismissal determination using the process set forth in “Appeals,” below.

### **Notice of Dismissal**

Upon reaching a decision that the Formal Complaint will be dismissed, the University will promptly send written notice of the dismissal of the Formal Complaint or any specific allegation within the Formal Complaint, and the reason for the dismissal, simultaneously to the parties through their university email accounts. It is the responsibility of parties to maintain and regularly check their email accounts.

### **Notice of Removal**

Upon dismissal for the purposes of Title IX and 129-B, the University

retains discretion to determine if a violation of any other University Policy has occurred. If so, the University will promptly send written notice of the dismissal of the Formal Complaint under this Policy’s Grievance Process and removal of the allegations concerning misconduct under the other University Policy.

### **Notice of Allegations**

The Title IX Coordinator will draft and provide the Notice of Allegations to any party to the allegations of sexual harassment. Such notice will occur as soon as practicable, after the University receives a Formal Complaint of the allegations if there are no extenuating circumstances. The parties will be notified by their university email accounts or other reasonable means if they are a student or employee, and by other reasonable means if they are neither. The University will provide sufficient time for the parties to review the Notice of Allegations and prepare a response before any initial interview.

The Title IX Coordinator may determine that the Formal Complaint must be dismissed on the mandatory grounds identified above and will issue a Notice of Dismissal. If such a determination is made, any party to the allegations of sexual harassment identified in the Formal Complaint will receive the Notice of Dismissal in conjunction with, or in separate correspondence after, the Notice of Allegations.

### **Contents of Notice**

The Notice of Allegations will include the following:

- Notice of the University’s Title IX and 129-B Grievance Process and a hyperlink to a copy of the process.
- Notice of the allegations potentially constituting covered sexual harassment, and sufficient details known at the time the Notice is issued, such as the identities of the parties involved in the incident, if known, including the complainant; the conduct allegedly constituting covered sexual harassment; and the date and location of the alleged incident, if known.

- A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process.
- A statement that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney.
- A statement that before the conclusion of the investigation, the parties may inspect and review evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including the evidence upon which the University does not intend to rely in reaching a determination regarding responsibility, and evidence that both tends to prove or disprove the allegations, whether obtained from a party or other source.
- A statement that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

### **Ongoing Notice**

If, in the course of an investigation, the University decides to investigate allegations about the complainant or respondent that are not included in the Notice of Allegations and are otherwise covered “sexual harassment” falling within the Title IX Grievance Policy, the University will notify the parties whose identities are known of the additional allegations by their university email accounts or other reasonable means. The parties will be provided sufficient time to review the additional allegations to prepare a response before any initial interview regarding those additional charges.

### **Advisor of Choice and Participation of Advisor of Choice**

The University will provide the parties equal access to advisors and support persons; any restrictions on advisor participation will be applied equally.

The University has a long-standing practice of requiring students to participate in the process

directly and not through an advocate or representative. Students participating as Complainant or Respondent in this process may be accompanied by an Advisor of Choice to any meeting or hearing to which they are required or are eligible to attend. The Advisor of Choice is not an advocate. Except where explicitly stated by this Policy, as consistent with the Final Rule, Advisors of Choice shall not participate directly in the process as per standard policy and practice of The Rockefeller University.

The University will not intentionally schedule meetings or hearings on dates where the Advisors of Choice for all parties are not available, provided that the Advisors act reasonably in providing available dates and work collegially to find dates and times that meet all schedules.

The University’s obligations to investigate and adjudicate in a prompt timeframe under Title IX and other college policies apply to matters governed under this Policy, and the University cannot agree to extensive delays solely to accommodate the schedule of an Advisor of Choice. The determination of what is reasonable shall be made by the Title IX Coordinator or designee. The University will not be obligated to delay a meeting or hearing under this process more than five (5) days due to the unavailability of an Advisor of Choice, and may offer the party the opportunity to obtain a different Advisor of Choice or utilize one provided by the University.

### **Notice of Meetings and Interviews**

The University will provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings with a party, with sufficient time for the party to prepare to participate.

### **Delays**

Each party may request a one-time delay in the Grievance Process of up to five (5) days for good cause (granted or denied in the sole judg-

ment of the Title IX Coordinator or designee provided that the requestor provides reasonable notice and the delay does not overly inconvenience other parties. For example, a request to take a five day pause made an hour before a hearing for which multiple parties and their advisors have traveled to and prepared for shall generally not be granted, while a request for a five day pause in the middle of investigation interviews to allow a party to obtain certain documentary evidence shall generally be granted. The Title IX Coordinator shall have sole judgment to grant further pauses in the Process.

## **Investigation**

### **General Rules of Investigations**

The Title IX Coordinator and/or an investigator designated by the Title IX Coordinator will perform an investigation under a reasonably prompt timeframe of the conduct alleged to constitute covered sexual harassment after issuing the Notice of Allegations.

The University and not the parties, has the burden of proof and the burden of gathering evidence, i.e., the responsibility of showing a violation of this Policy has occurred. This burden does not rest with either party, and either party may decide not to share their account of what occurred or may decide not to participate in an investigation or hearing. This does not shift the burden of proof away from the University and does not indicate responsibility. The University cannot access, consider, or disclose medical records without a waiver from the party (or parent, if applicable) to whom the records belong or of whom the records include information. The Rockefeller University will provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence, (i.e., evidence that tends to prove and disprove the allegations) as described below.

### **Inspection and Review of Evidence**

Prior to the completion of the

investigation, the parties will have an equal opportunity to inspect and review the evidence obtained through the investigation. The purpose of the inspection and review process is to allow each party the equal opportunity to meaningfully respond to the evidence prior to conclusion of the investigation.

All parties must submit any evidence they would like included in the investigation prior to beginning of the inspection and review period. Evidence that will be available for inspection and review by the parties will be any evidence that is directly related to the allegations raised in the Formal Complaint. It will include any:

1. Evidence that is relevant, even if that evidence does not end up being relied upon by the University in making a determination regarding responsibility.
2. Inculpatory or exculpatory evidence (i.e., evidence that tends to prove or disprove the allegations) that is directly related to the allegations, whether obtained from a party or other source.

The University will send the evidence made available for each party and each party's advisor, if any, to inspect and review via electronic format. The University is not under any obligation to use any specific process or technology to provide the evidence and shall have the sole discretion in terms of determining format and any restrictions or limitations on access.

The parties will have ten (10) calendar days to inspect and review the evidence and submit a written response by email to the investigator. The investigator will consider the parties' written responses before completing the Investigative Report.

The University will provide the parties up to ten (10) days to provide a response, after which the investigator will not be required to accept a late submission. Investigator has fifteen (15) calendar days to generate a report or, alternatively, may provide the parties with written notice extending the investigation for fifteen (15) calendar days and explaining the reason for the extension. Any evidence subject to

inspection and review will be available at any hearing, including for purposes of cross-examination. The parties and their advisors must sign an agreement not to disseminate any of the evidence subject to inspection and review or use such evidence for any purpose unrelated to the Title IX grievance process. The parties and their advisors agree not to photograph or otherwise copy the evidence.

#### **Inclusion of Evidence Not Directly Related to the Allegations:**

Evidence obtained in the investigation that is determined in the reasoned judgment of the investigator not to be directly related to the allegations in the Formal Complaint will not be disclosed, or may be appropriately redacted before the parties' inspection to avoid disclosure of personally identifiable information of a student. Any evidence obtained in the investigation that is kept from disclosure or appropriately redacted will be documented in a "privilege log" that may be reviewed by the parties and their advisors, if any.

#### **Investigative Report**

The Title IX Coordinator and/or an investigator designated by the Title IX Coordinator will create an Investigative Report that fairly summarizes relevant evidence, will and provide that Report to the parties at least ten (10) calendar days prior to the hearing in electronic format via email or hard copy if requested by a party in writing for each party's review and written response. The Investigative Report is not intended to catalog all evidence obtained by the investigator, but only to provide a fair summary of that evidence. Only relevant evidence (including both inculpatory and exculpatory—i.e., tending to prove and disprove the allegations—relevant evidence) will be referenced in the Investigative Report. The investigator may redact irrelevant information from the Investigative Report when that information is contained in documents or evidence that is/are otherwise relevant.

#### **Hearing**

##### **General Rules of Hearings**

The University will not issue a disciplinary sanction arising from an allegation of covered sexual harassment without holding a live hearing unless the complaint otherwise resolved through an informal resolution process. The live hearing may be conducted with all parties physically present in the same geographic location, or—at the University's discretion—any or all parties, witnesses, and other participants may appear at the live hearing virtually through secure remote video conferencing as prescribed by the University. This technology will enable participants simultaneously to see and hear each other. At its discretion, the University may delay or adjourn a hearing based on technological errors not within a party's control. All proceedings will be recorded through either audio recording or audiovisual recording. That recording will be made available to the parties for inspection and review. Prior to obtaining access to any evidence, the parties and their advisors must sign an agreement not to disseminate any of the testimony heard or evidence obtained in the hearing or use such testimony or evidence for any purpose unrelated to the Title IX Grievance Process. Once signed, this Agreement may not be withdrawn.

#### **Continuances or Granting Extensions**

The University may determine that multiple sessions or a continuance (i.e., a pause on the continuation of the hearing until a later date or time) is needed to complete a hearing. If so, the University will notify all participants and endeavor to accommodate all participants' schedules and complete the hearing as promptly as practicable.

#### **Newly discovered Evidence**

As a general rule, no new evidence or witnesses may be submitted during the live hearing. If a party identifies new evidence or witnesses that were not reasonably available prior to the live hearing and could affect the outcome of the matter, the party may request that such evidence or witnesses be considered at the live hearing. The Hearing Decision Maker will consider this request and make a determination

regarding (1) whether such evidence or witness testimony was actually unavailable by reasonable effort prior to the hearing, and (2) whether such evidence or witness testimony could affect the outcome of the matter. The party offering the newly discovered evidence or witness has the burden of establishing these questions by the preponderance of the evidence.

If the Hearing Decision Maker answers in the affirmative to both questions, then the parties will be granted a reasonable pause in the hearing to review the evidence or prepare for questioning of the witness.

### **Participants in the live hearing**

Live hearings are not public, and the only individuals permitted to participate in the hearing are as follows:

#### Complainant and Respondent (The Parties)

- The parties cannot waive the right to a live hearing.
- The University may still proceed with the live hearing in the absence of a party and may reach a determination of responsibility in their absence, including through any evidence gathered that does not constitute a “statement” by that party.
- a) For example, A verbal or written statement constituting part or all of the sexual harassment itself is not a “prior statement” that must be excluded if the maker of the statement does not submit to cross-examination about that statement. In other words, a prior statement would not include a document, audio recording, audiovisual reading, and digital media, including but not limited to text messages, emails, and social media postings, that constitute the conduct alleged to have been the act of sexual harassment under the formal complaint.
- The University will not threaten, coerce, intimidate, or discriminate against the party in an attempt to secure the party’s participation.
- If a party does not submit to cross-examination, the Hearing Decision Maker cannot rely on any prior statements made by that

party in reaching a determination regarding responsibility, but may reach a determination regarding responsibility based on evidence that does not constitute a “statement” by that party.

- The decision-maker cannot draw an inference about the determination regarding responsibility based solely on a party’s absence from the live hearing or refusal to answer cross examination or other questions.

#### The Hearing Decision Maker

- A hearing body will consist of a single Hearing Decision Maker.
- No member of the hearing body will also have served as the Title IX Coordinator, Title IX investigator, or advisor to any party in the case, nor may any member of the hearing body serve on the appeals body in the case.
- No member of the hearing body will have a conflict of interest or bias in favor of or against complainants or respondents generally, or in favor or against the parties to the particular case.
- The hearing body will be trained on topics including how to serve impartially, issues of relevance, including how to apply the rape shield protections provided for complainants, and any technology to be used at the hearing.
- The parties will have an opportunity to raise any objections regarding a Decision Maker’s actual or perceived conflicts of interest or bias at the commencement of the live hearing.

#### Advisor of choice

- The parties have the right to select an advisor of their choice, who may be, but does not have to be, an attorney.
- The advisor of choice may accompany the parties to any meeting or hearing they are permitted to attend, but may not speak for the party, except for the purpose of cross-examination.
- The parties are not permitted to conduct cross-examination; it must be conducted by the advisor. As a result, if a party does not select an advisor, the University will select

an advisor to serve in this role for the limited purpose of conducting the cross-examination at no fee or charge to the party.

- The advisor is not prohibited from having a conflict of interest or bias in favor of or against complainants or respondents generally, or in favor or against the parties to the particular case.
- The advisor is not prohibited from being a witness in the matter.
- If a party does not attend the live hearing, the party’s advisor may appear and conduct cross-examination on their behalf.
- If neither a party nor their advisor appear at the hearing, the University will provide an advisor to appear on behalf of the non-appearing party.

#### Witnesses

- Witnesses cannot be compelled to participate in the live hearing and have the right not to participate in the hearing free from retaliation.
- If a witness does not submit to cross-examination, as described below, the decision-maker cannot rely on any statements made by that witness in reaching a determination regarding responsibility, including any statement relayed by the absent witness to a witness or party who testifies at the live hearing.
- Witnesses are expected to conduct themselves appropriately.

### **Hearing Procedures**

For all live hearings conducted under this Title IX Grievance Process, the procedure will be as follows:

- The **Hearing Decision Maker** will open and establish rules and expectations for the hearing.
- The Parties will each be given the opportunity to provide opening statements.
- The Hearing Decision Maker will ask questions of the Parties and Witnesses
- Parties will be given the opportunity for live cross-examination after the Hearing Decision Maker conducts its initial round of questioning; During the Parties’ cross-examination, Hearing Decision Maker will have the authority to pause cross-examination at any time for the purposes

of asking Hearing Decision Maker own follow up questions; and any time necessary in order to enforce the established rules of decorum.

- Should a Party or the Party's Advisor choose not to cross-examine a Party or Witness, the Party shall affirmatively waive cross-examination through a written or oral statement to the Hearing Decision Maker. A Party's waiver of cross-examination does not eliminate the ability of the Hearing Decision Maker to use statements made by the Party.

### **Live Cross-Examination Procedure**

Each party's advisor will conduct live cross-examination of the other party or parties and witnesses. During this live-cross examination the advisor will ask the other party or parties and witnesses relevant questions and follow-up questions, including those challenging credibility directly, orally, and in real time. Before any cross-examination question is answered, the Hearing Decision Maker will determine if the question is relevant. Cross-examination questions that are duplicative of those already asked, including by the Hearing Decision Maker may be deemed irrelevant if they have been asked and answered.

### **Review of Recording**

The recording of the hearing will be available for review by the parties within \_\_\_\_ calendar days unless there are any extenuating circumstances. The recording/transcript of the hearing will not be provided to parties or advisors of choice.

### **Determination Regarding Responsibility**

#### **Standard of Proof**

The preponderance of the evidence standard will apply for investigations and determinations regarding responsibility of formal complaints covered under this Policy. This means that the investigation and hearing determine whether it is more likely than not that a violation of the Policy occurred.

#### **General Considerations for Evaluating Testimony and Evidence**

While the opportunity for cross-examination is required in all Title

IX-129B hearings, determinations regarding responsibility may be based in part, or entirely, on documentary, audiovisual, and digital evidence, as warranted in the reasoned judgment of the Hearing Decision Maker.

Hearing Decision Maker's shall not draw inferences regarding a party or witness' credibility based on the party or witness' status as a complainant, respondent, or witness, nor shall it base its judgments in stereotypes about how a party or witness would or should act under the circumstances. Generally, credibility judgments should rest on the demeanor of the party or witness, the plausibility of their testimony, the consistency of their testimony, and its reliability in light of corroborating or conflicting testimony or evidence. Still, credibility judgments should not rest on whether a party or witness' testimony is non-linear or incomplete, or if the party or witness is displaying stress or anxiety. Decision makers will afford the highest weight relative to other testimony to first-hand testimony by parties and witnesses regarding their own memory of specific facts that occurred. Both inculpatory and exculpatory (i.e., tending to prove and disprove the allegations) evidence will be weighed in equal fashion.

#### **Expert Witnesses, Character Witnesses and Polygraph Tests:**

While an expert witness will be allowed to testify and be crossed as required by the Final Rule, the decision-maker will be instructed to afford lower weight to non-factual testimony of the expert relative to fact witnesses, and any expert testimony that is not directed to the specific facts that occurred in the case will be afforded lower weight relative to fact witnesses, regardless of whether the expert witness testimony is the subject of cross examination and regardless of whether all parties present experts as witnesses. While the character witnesses will be allowed to testify and be crossed as required by the Final Rule, the decision-maker will be instructed to afford very low weight to any non-factual character testimony of any witness. While the processes and testimony about polygraph tests ("lie

detector tests") and other procedures that are outside of standard use in academic and non-academic conduct processes will be allowed to testify and be crossed as required by the Final Rule, the decision-maker will be instructed to afford lower weight to such processes relative to the testimony of fact witnesses.

#### **Adverse Inference**

Where a party or witness' conduct or statements demonstrate that the party or witness is engaging in retaliatory conduct, including but not limited to witness tampering and intimidation, the Hearing Decision Maker may draw an adverse or negative inference as to that party or witness' credibility.

### **Components of the Determination Regarding Responsibility**

The written Determination Regarding Responsibility will be issued simultaneously to all parties through their university email account, or other reasonable means, as necessary. The Determination will include:

1. Identification of the allegations potentially constituting covered sexual harassment;
2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
3. Findings of fact supporting the determination;
4. Conclusions regarding which section of the University Policy/Code of Conduct, if any, the respondent has or has not violated.
5. For each allegation:
  - a. A statement of, and rationale for, a determination regarding responsibility;
  - b. A statement of, and rationale for, any disciplinary sanctions the recipient imposes on the respondent; and
  - c. A statement of, and rationale for, whether remedies designed to restore or preserve equal access to the recipient's education program

or activity will be provided by the recipient to the complainant; and

6. The recipient's procedures and the permitted reasons for the complainant and respondent to appeal (described below in "Appeal").

### **Timeline of Determination Regarding Responsibility**

If there are no extenuating circumstances, the determination regarding responsibility will be issued by the University within ten (10) calendar days of the completion of the hearing.

### **Finality**

The determination regarding responsibility becomes final either on the date that the institution provides the parties with the written determination of the result of the appeal, if an appeal is filed consistent with the procedures and timeline outlined in "Appeals" below, or if an appeal is not filed, the date on which the opportunity to appeal expires.

### **Appeals**

Each party may appeal (1) the dismissal of a formal complaint or any included allegations and/or (2) a determination regarding responsibility. To appeal, a party must submit their written appeal within five (5) calendar days of being notified of the decision, indicating the grounds for the appeal.

The limited grounds for appeal available are as follows:

- Procedural irregularity that affected the outcome of the matter (i.e. a failure to follow the institution's own procedures);
- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter;
- The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against an individual party, or for or against complainants or respondents in general, that affected the outcome of the matter.

The submission of appeal stays any sanctions for the pendency of an appeal. Supportive measures and remote learning opportunities remain available during the pendency of the appeal. If

a party appeals, the institution will as soon as practicable notify the other party in writing of the appeal, however the time for appeal shall be offered equitably to all parties and shall not be extended for any party solely because the other party filed an appeal.

Appeals may be no longer than ten (10) (including attachments). Appeals should be submitted in electronic form using ARIAL or TIMES NEW ROMAN, 12-point font, and single-spaced. Appeals should use footnotes, not endnotes. Appeals that do not meet these standards may be returned to the party for correction, but the time for appeal will not be extended unless there is evidence that technical malfunction caused the appeal document not to meet these standards.

Appeals will be decided by an Appeals Panel who will be free of conflict of interest and bias, and will not serve as investigator, Title IX Coordinator, or hearing decisionmaker in the same matter. The outcome of appeal will be provided in writing simultaneously to both parties and include rationale for the decision.

### **Retaliation**

The University will keep the identity of any individual who has made a report or complaint of sex discrimination confidential, including the identity of any individual who has made a report or filed a Formal Complaint of sexual harassment under this Title IX Grievance Policy, any Complainant, any individual who has been reported to be the perpetrator of sex discrimination, any Respondent, and any witness, except as permitted by the FERPA statute, 20 U.S.C. 1232g, or FERPA regulations, 34 CFR part 99, or as required by law, or to carry out the purposes of 34 CFR part 106, including the conduct of any investigation, hearing, or judicial proceeding under this Title IX Grievance Policy.

No person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX of the Education Amendments of 1972 or its implementing regulations. No person may intimidate, threaten, coerce, or

discriminate against any individual because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding or hearing under this Title IX Grievance Policy.

Any intimidation, threats, coercion, or discrimination, for the purpose of interfering with any right or privilege secured by Title IX or its implementing regulations constitutes retaliation. This includes any charges filed against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but that arise from the same facts or circumstances as a report or complaint of sex discrimination or a report or Formal Complaint of sexual harassment. Complaints alleging retaliation may be filed according to the University's sex discrimination procedures under this policy.

### **AMNESTY POLICY FOR ALCOHOL AND/OR DRUG USE BY REPORTING INDIVIDUALS**

The health and safety of every student at the University is of utmost importance. The University recognizes that students who have been drinking and/or using drugs (whether such use is voluntary or involuntary) at the time that violence, including but not limited to domestic violence, dating violence, sexual assault, sexual violence, relationship violence, and/or stalking, occurs may be hesitant to report such incidents due to fear of potential consequences for their own conduct. The University strongly encourages students to report any of the above misconduct to University officials. A bystander or a complainant who acting in good faith reports or discloses any incident of sexual violence, relationship violence, and/or stalking to University officials or law enforcement will not be subject to disciplinary action for violation of the University's Substance Abuse Policy occurring at or near the time of the commission of the reported incident.

### **UNIVERSITY STUDENTS' BILL OF RIGHTS RELATING TO**

## SEXUAL VIOLENCE, RELATIONSHIP VIOLENCE, AND/OR STALKING

All University students have the right to:

1. Make a report to local law enforcement and/or state police;
2. Have disclosures of sexual violence, including domestic violence, dating violence, stalking, and sexual assault, treated seriously;
3. Make a decision about whether or not to disclose a crime and/or violation and to participate in the University's investigation, hearing, and/or decision-making process free from pressure by the University;
4. Participate in a process that is fair, impartial, and provides adequate notice and a meaningful opportunity to be heard;
5. Be treated with dignity and receive from the University courteous, fair, and respectful health care and counseling services, where available;
6. Be free from any suggestion that the complainant or reporting individual is at fault when these crimes and/or violations are committed, or should have acted in a different manner to avoid such crimes and/or violations;
7. Describe the incident to as few University representatives as practicable and not be required to unnecessarily repeat a description of the incident;
8. Be protected from retaliation by the University, any University employee, personnel, and/or student; and/or the accused and/or their friends, family, and acquaintances within the jurisdiction of the University;
9. Have access to at least one level of appeal of a determination;
10. Be accompanied by an advisor of choice who may assist and advise a complainant, reporting individual, or accused throughout the investigation, hearing, and/or decision-making process, including during all meetings and hearings related to such process; and
11. Exercise civil rights and practice

of religion without interference by the investigation, hearing, and/or decision-making process of the University.

Additional information and guidance concerning these rights and implementing procedures is set forth in the attached University's Guidelines and Implementing Procedures. Questions regarding Title IX may be referred to the University's Title IX Coordinator or to the Office for Civil Rights (OCR), U.S. Department of Health and Human Services.

### **GUIDELINES AND IMPLEMENTING PROCEDURES**

These guidelines and implementing procedures provide additional information and guidance concerning University students' rights and the University's procedure for responding to complaints or reports under the attached Policy, available resources, protections and accommodations, procedural rights, and sanctions.

#### **Response to Complaints or Reports**

In addition to the rights set forth in the Policy, a bystander who reports or University student who has been a victim of sexual violence, relationship violence, and/or stalking has the right to:

- Notify University security and/or local law enforcement or state police about the incident;
- Have emergency access to the Title IX Coordinator (Virginia Huffman) and/or the Director of Security (James K. Rogers). Contact information for these individuals is as follows:

Virginia Huffman  
Title IX Coordinator  
Vice President, Human Resources  
Founders Hall, Rm 103  
Tel: 212-327-7261  
Email: [huffman@rockefeller.edu](mailto:huffman@rockefeller.edu)

James K. Rogers  
Director of Security  
Nurses Residence, 1st Floor  
Tel: 212-327-7339  
Email: [jrogers@rockefeller.edu](mailto:jrogers@rockefeller.edu)

These individuals are trained in interviewing victims of sexual assault and will offer information about a

student's rights and options for proceeding, available resources, and assistance, and where applicable, the importance of preserving evidence and obtaining a sexual assault forensic examination as soon as possible. These individuals will explain that they can offer the student privacy, if not confidentiality, and will inform the student of other reporting options. They will also offer a student information and assistance with filing a report and will advise that the criminal justice process utilizes different standards of proof and evidence than the University's investigation process.

Questions about whether a specific incident violated the State's criminal law should be addressed to law enforcement or the district attorney;

- File a report of sexual violence, relationship violence, and/or stalking with the University. Reports will be investigated in accordance with the Policy;
- Receive assistance from the Director of Security (James Rogers) or his designee in initiating legal proceedings in family court or civil court; and
- Request, at any time, the withdrawal of a complaint or further involvement with the University's investigation process.

The following information will be given to a reporting individual at the first instance of disclosure of sexual violence, relationship violence, and/or stalking:

You have the right to make a report to University Security, local law enforcement, and/or state police; or choose not to report; to report the incident to the University; to be protected by the University from retaliation for reporting an incident; and to receive assistance and resources from the University.

It should be noted that if an individual discloses information through a public awareness event, such as candlelight vigils, protests, or other public event, the University is not required to begin an investigation based on such information (unless requested to do so by the individual), although the University may use the information to inform its education and prevention efforts.

## Resources Available to University Students

It is important for a victim of sexual violence to seek immediate and appropriate medical assistance and treatment as needed. In the course of treatment, it is important to preserve evidence that may be necessary to prove the reported conduct occurred or to obtain an order of protection. The University's on-campus Occupational Health Service (OHS) is available free of charge to all University students.

- OHS is staffed by nurse practitioners and a certified occupational health nurse who offer confidential, basic medical advice, or first aid care when such treatment is necessary in advance of a student receiving private medical attention.
- OHS also has on-campus a Weill Cornell Medicine psychiatrist and a licensed clinical social worker who offers confidential counseling and help in finding appropriate mental health care providers within the University's healthcare networks.

OHS is open Monday through Friday, 9 a.m. to 5 p.m. and is located in The Rockefeller University Hospital, Room 118; tel: 212-327-8214. While OHS staff are unable to perform procedures related to the collection of evidence for the purpose of pursuing a criminal action, they can provide assistance and support when an individual requests or requires transportation to a full-service hospital.

The Employee Assistance Program, (EAP) is also available free of charge to all University students and employees. EAP, which is offered through The Standard, is a confidential, short term counseling and referral service that is equipped to provide various support services, including short term counseling, therapy, and crisis intervention. To reach the EAP directly, call (888) 293-6948 or text MSEAP to 53342, or visit [www.worklifehealth.com](http://www.worklifehealth.com).

In addition, across the street from the University is New York Presbyterian Hospital – Weill Cornell Medicine, which has a New York State-designated Sexual Assault Forensic Examiner (SAFE) Program and provides specialized care to victims of sexual assault or

sexual violence.

To best preserve evidence, victims/survivors should avoid showering, washing, changing clothes, combing hair, drinking, eating, or doing anything to alter physical appearance until after a physical exam has been completed. Also, within 96 hours of an assault, you can get a Sexual Assault Forensic Examination (commonly referred to as a rape kit) at a hospital. While there should be no charge for a rape kit, there may be a charge for medical or counseling services off campus and, in some cases, insurance may be billed for services. You are encouraged to let hospital personnel know if you do not want your insurance policyholder to be notified about your access to these services. The New York State Office of Victim Services may be able to assist in compensating victims/survivors for health care and counseling services, including emergency funds.

More information may be found here: <https://ovs.ny.gov/sites/default/files/brochure/ovs-rights-cv> or by calling (800) 247-8035. Additional options are explained here: <https://ovs.ny.gov/help-crime-victims>.

Additional information about sexually transmitted infections, sexual assault forensic examinations, and resources available to victims of sexual violence may be found on the New York State Department of Health website at: [https://www.health.ny.gov/prevention/sexual\\_violence/](https://www.health.ny.gov/prevention/sexual_violence/); and by contacting The New York State Office of Victim Services: tel: 800-247-8035 or [www.ovs.ny.gov](http://www.ovs.ny.gov).

## University Protections and Accommodations for Its Students

The University may offer any of the following protections and accommodations, as appropriate, to a University student who has been a victim or accused of sexual violence, relationship violence, and/or stalking:

- No Contact Order: When the accused is a student, the University may issue and provide a copy of a “no contact order” to the victim and the accused whereby continued intentional contact with the victim would be a violation of University policy and thus, subject to additional

disciplinary action. If the accused and victim observe each other in a public place, the accused will be responsible for leaving the area immediately and without directly contacting the victim.

- Assistance Obtaining an Order of Protection: A student may request that the University's Director of Security or other appropriate University representative assist the student in obtaining a court order of protection and/or explain to the student the order and the consequences of violating the order. The University will provide to the student, a copy of the court order of protection when received by the University. University Security shall assist local law enforcement, if necessary, in effecting an arrest for violation of an order of protection.
- Interim Sanctions: When the accused is determined to present a continuing threat to the health and safety of the University community, the University may institute an interim suspension, as appropriate, pending the outcome of the University's investigation or appeal process (or local law enforcement's investigation) and in accordance with other rules and policies of the University, including the University's Grievance Procedures and the Non-Discrimination, Anti-Harassment, and Anti-Retaliation Policy.
- Supportive Measures/Interim Accommodations: The University may provide reasonable and available interim measures and accommodations to the victim and/or the accused that effect a change in academic, housing, employment, transportation, or other applicable arrangements in order to help ensure safety, prevent retaliation, and avoid an ongoing hostile environment.

A University student who is a victim or an accused may (i) request any of the above protections or accommodations, (ii) request to be afforded a reasonably prompt review by the Title IX Coordinator or her designee of the need for and terms of any of the above protections or accommodations (even if the victim does not file or continue to

pursue a complaint), including potential modification, and (iii) will be allowed to submit evidence in support or defense of the request. The Title IX Coordinator will be responsible for coordinating with appropriate offices on campus to implement appropriate measures.

### **Procedural Rights**

In addition to the procedural rights set forth in the Policy, a student who has been the victim of, or has been accused of, a violation of the Policy has a right to:

- Have access to a full and fair record of any hearing, and have the record be preserved for at least seven (7) years from the date of such a hearing;
- Have access to a fair and impartial appeal panel's review of the determination;
- Have the University's investigation or appeal process occur concurrently with a criminal justice investigation and proceeding if a criminal complaint was filed, except for temporary delays requested by local law enforcement to gather evidence;
- Exclude their own prior sexual history with persons other than the accused or their own mental health diagnosis and/or treatment from the University's investigation or appeal process. However, past findings of sexual assault, relationship violence, and/or stalking may be admissible in determining sanctions; and
- Choose whether to disclose or discuss the outcome of the University's investigation or appeal process, except that all information obtained during

the course of the investigation or appeal process must be protected from public release until a final appellate determination has been made, unless otherwise required by law.

### **Sanctions**

Sanctions against an individual found to have violated the University's Policy may include, for example: training; referral to counseling; monitoring of the offender; warning or reprimand; suspension or expulsion (in the case of a student offender); or withholding of a promotion or pay increase, reduction of wages, demotion, reassignment, suspension, or termination (in the case of an employee offender).

For crimes of violence, including but not limited to sexual violence, the University will make a notation on the transcript of students found responsible for a violation pursuant to the University's investigation and appeal process that the student was "suspended after a finding of responsibility for a code of conduct violation" or "expelled after a finding of responsibility for a code of conduct violation", as appropriate. For an accused who withdraws from the University while such conduct charges are pending, and declines to complete the investigation process, the University will make a notation on the transcript of such students that they "withdrew with conduct charges pending." Such notation will not be removed prior to one year after conclusion of the suspension, while notations for expulsion will not be removed. If a finding of a violation of University Policy is vacated for any

reason, any such transcript notation will be removed.

## NON-SMOKING POLICY

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The Rockefeller University's policy on non-smoking is established to protect all faculty, staff, students, children attending the Child and Family Center, volunteers, and visitors from the health risks associated with secondhand smoke and to promote and ensure general safety and comfort.

Other than the limited exception for private residences noted below, smoking is prohibited in all areas of the campus, including the outside grounds. Smoking is not permitted anywhere on campus, including, but not limited to, the University Hospital, the Child and Family Center, the auditorium, the library, classrooms, conference and meeting rooms, laboratories, private enclosed offices, restrooms, elevators, hallways, stairwells, building mechanical areas and rooftops, the gymnasium, squash courts, locker rooms, tennis courts, cafeteria and dining rooms, staff

lounges, the Faculty and Students Club, the Philosopher's Garden, and parking areas. Smoking is also prohibited in all University vehicles.

Compliance with the smoke-free campus policy is mandatory for all faculty, staff, students, volunteers, contractors, and visitors to the campus.

Exception: Private residences owned by the University, including but not limited to the Graduate Students' Residence and Sophie Fricke Hall are exempt from this policy. Smoking is prohibited in public areas of the residential buildings.

Employees are prohibited from taking retaliatory action or an adverse personnel action against an individual for taking reasonable steps to enforce this policy or requesting management's assistance in its implementation. Any employee who believes he or she has been subjected

to retaliatory action in violation of this policy should report the action immediately to Human Resources. The University will promptly and thoroughly investigate any claims of retaliatory action.

Violations of this policy may result in appropriate corrective disciplinary action, up to and including termination of employment and/or revocation of rights to access to the campus.

The University encourages and supports employees in their effort to stop smoking and offers a smoking cessation benefit. For further information concerning this benefit, please contact Occupational Health Services at extension 8414.

If you have any questions about the non-smoking policy, please contact Human Resources at extension 8300.

Revised 2-23-2011

## OCCUPATIONAL HEALTH SERVICE

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Occupational Health Services (OHS) offers employees a variety of services without charge; however, it is not intended, nor is it possible, that it substitute for a personal physician or a hospital clinic or emergency room. Its staff members will offer basic medical advice or care when such treatment is necessary before the employee can obtain private medical attention. If you have an accident or become ill while at work, you must report to or

notify OHS immediately.

Medical information obtained by OHS is generally held in confidence. However, employees should know that the Vice President of Human Resources will be informed when such information bears upon job performance, University benefits, sick pay, safety, or the commission of illegal acts on campus.

The office is located on the first floor of The Rockefeller University

Hospital and is open from 9:00 a.m. to 5:00 p.m., Monday through Friday, (212) 327-8414.

If you have questions concerning this policy, please discuss it with the staff members of OHS or the Vice President of Human Resources.

For more information on various healthcare programs, please refer to the Programs and Mandated Benefits booklet.

## PAY TRANSPARENCY NONDISCRIMINATION PROVISION

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The contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of

other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

## PERSONAL COMMUNICATION DEVICE AND SERVICE POLICY

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The Rockefeller University provides Personal Communication Devices (PCDs) and service to those personnel whose University job duties require them. A “Personal Communication Device” is an individually-portable, University-owned communication device to be used for business communication activities for the University. PCDs include cell phones, Push to Talk (PTT), Smartphones or any handheld communication device (for example, BlackBerry’s, iPhones), wireless data cards, similar equipment, and certain accessories.

This Policy describes the circumstances under which PCDs may be requested, the approval process for purchase of PCDs and service, the procedures for ordering and upgrading PCDs and service, the procedures for modifying or terminating PCD service, periodic review procedures, and guidelines for use.

The purpose of this Policy is to promote the proper stewardship of University assets, streamline procedures, and establish a framework for consistent decision-making.

### CIRCUMSTANCES UNDER WHICH PCDs MAY BE REQUESTED

An individual working at the University is eligible to have a PCD if he or she has a valid business need for one and follows the procedures outlined in this Policy. “Valid business need” is defined as the need to be readily accessible for communications on essential University business with the public or with University faculty, staff, or students, coupled with the impracticability of relying on a land-line telephone due to:

- (a) frequent travel, working at a remote location, working at numerous campus locations each workday, etc.; or
- (b) the need to receive or initiate communication in emergency situations; or
- (c) the need to be accessible and available during non-business hours or by electronic means at all times.

A PCD will be provided only to a University employee or researcher who is asked by his or her supervisor to carry one. An employee or researcher cannot self-determine that he or she has a valid business need for a PCD. PCDs should be requested when they are the least expensive practicable means of providing the necessary communication capacity.

### APPROVAL PROCESS FOR PURCHASE OF PCDs

All purchases of PCDs and PCD service will be made by Telecommunications Services. Under no circumstance should other University employees, lab heads, or administration purchase PCDs or PCD services using funds administered by Rockefeller University.

All requests for purchases of PCDs and PCD service must be approved by the appropriate authorized person.

#### Personnel using PCD

Laboratory personnel  
All other personnel

#### Authorized person

Head of Laboratory  
Depends on the structure of the laboratory or office: usually Director or Assoc. Vice President

### PROCEDURE FOR ORDERING OR UPGRADING PCDs OR SERVICE

The appropriate authorized person should submit a written request (via email) for a new or upgraded PCD or service to the attention of TelecomPCD ([telecom-pcd@rockefeller.edu](mailto:telecom-pcd@rockefeller.edu)). On the Telecommunications Services website ([www.rockefeller.edu/telecom/PCDOrder.pdf](http://www.rockefeller.edu/telecom/PCDOrder.pdf)), users will find detailed instructions for composing the written request.

Telecommunications Services will obtain the best pricing from an approved provider such as AT&T, Sprint/Nextel, T-Mobile or Verizon Wireless, depending upon the equipment and plan that best suits the administrative office or laboratory’s needs. Telecommunications will send detailed descriptions of the equipment, plan, and price to the authorized person for approval. The authorized person will approve via email and send to Telecommunications the office or laboratory’s account information (PTAEO). Telecommunications will place the order and notify the authorized person when the PCD can be picked up. The same process is used for upgrading PCDs or service plans.

If an employee or researcher who meets the eligibility requirements set out above for a University PCD already has a personal communication device that satisfies the requirements stated above for PCDs, the employee or researcher may transfer responsibility for paying for his or her current device and/or service to the University. The University will pay for the service plan, but typically will not purchase the device. When the device needs to be upgraded, the University will pay for a replacement PCD, assuming the PCD and service are still justified as a valid business need.

### PROCEDURE FOR MODIFYING OR TERMINATING PCD SERVICE

When an employee or researcher with a PCD changes positions, leaves the University, or no longer requires the same PCD/service for his or her job duties, the appropriate authorized person will arrange with Telecommunications Services to make any needed change to or termination of the PCD or service. The lab or administrative office may choose (1) to keep the PCD and service as a spare, (2) to keep the PCD with suspended/vacation service (so that the phone number is retained), or (3) to turn off the service but keep the PCD.

If an employee or researcher is leaving the University, and the laboratory or administrative office does not need the PCD and its service plan, the employee or researcher

may keep the wireless telephone number and/or PCD. To keep the telephone number, the employee/researcher should fill out the Responsibility of Billing Transfer Form, which must be signed by the employee/researcher and by an authorized person. If the employee/researcher wants to keep his or her PCD purchased by the University, he or she must pay the University the value of the PCD, as determined by the Telecommunications Service.

## PERIODIC REVIEW

Telecommunications Services sends periodic usage logs to each head of laboratory or administrative office, and asks whether all persons on the list (a) still work at the University and (b) still have the same PCDs. Laboratories and administrative offices should not wait until this review to discontinue the possession of a PCD or service when an employee/researcher leaves or when his/her job duties no longer meet the eligibility requirements. Examples of such a change in duties might include transfer to another laboratory or administrative office, assumption of a new job, or certain types of leave.

Telecommunications Services also reviews the usage logs, and may recommend to the authorized person that a user's service be switched to a more cost-effective plan. For example, a PCD that the authorized person determines needs to be used for text messaging may be switched to a

text plan, with written permission from the authorized person.

## GUIDELINES FOR THE USE OF PCDs

Users of PCDs must follow all applicable laws, rules, and regulations related to use of PCDs. Safety should always be the first priority. New York State law and Rockefeller University policy prohibit the use of a cell phone without a hands-free device while driving. In addition, Rockefeller University policy prohibits the following:

- Any hands-on use of a PCD while driving (including texting, emailing, web surfing, etc.),
- Any use of a PCD while crossing streets, and
- Any use of a PCD in a dangerous or reckless manner.

## QUESTIONS ABOUT THIS POLICY?

Contact Telecommunications Services: 212-327-7784, [telecom-pcd@rockefeller.edu](mailto:telecom-pcd@rockefeller.edu)

The University thanks the Cornell University Policy Office for permission to use parts of Cornell University Policy 3.24, Personal Communication Devices.

Policy approved by the Administrative Working Group on April 8, 2009

## RADIATION MONITORING POLICY

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The Nuclear Regulatory Commission has regulations governing the close monitoring of the radiation dose that pregnant women are exposed to. If you are pregnant and you work in a laboratory, or your duties take you into a laboratory on a regular basis, you may elect to take advantage of this monitoring process. The following is The Rockefeller University procedure available to a pregnant woman who chooses to benefit from this monitoring. This procedure is completely voluntary, and any information obtained from the employee will be confidential and will be used only to properly implement the procedure.

1. The employee informs Occupational Health Services of her pregnancy.
2. Occupational Health Services informs the employee of the availability of the monitoring process conducted by Laboratory Safety and counseling concerning the potential hazards to the embryo/fetus from materials in

the laboratory.

3. The employee decides to declare her pregnancy for purposes of the radiation monitoring process.
4. Occupational Health Services notifies Laboratory Safety that the employee has declared her pregnancy.
5. The employee notifies Laboratory Safety of her wish to avail herself of the monitoring process and the counseling described in item 2. In the event that an employee fails to so notify Laboratory Safety within 10 working days of the declaration of her pregnancy, Laboratory Safety will initiate the process by contacting the employee and reminding her of the monitoring process.
6. Laboratory Safety schedules and implements the counseling and the necessary monitoring program for the employee.

# RESEARCH MISCONDUCT POLICY AND PROCEDURE

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## I. Authority and Applicability

This Policy has been adopted pursuant to the requirements of 42 CFR Part 93, Public Health Service (“PHS”) Policies on Research Misconduct, 70 Federal Register 28384 (May 17, 2005). This Policy describes the University’s role in implementing federal regulations that set forth the controlling law and procedure.

## II. Overview

- a. Research misconduct means fabrication<sup>1</sup>, falsification<sup>2</sup>, and plagiarism<sup>3</sup> in proposing, performing, or reviewing research or in reporting research results. Authorship disputes are not governed under this Policy unless they involve plagiarism. Research misconduct does not include honest errors or differences of opinion.
- b. A finding of research misconduct requires that the conduct at issue must have been committed intentionally, knowingly, or recklessly. An allegation of research misconduct must be proven by a preponderance of the evidence which means that based on all the evidence, the challenged conduct is more likely than not to have been misconduct.
- c. Allegations of research misconduct involving Public Health Service-supported research, research training, or activities related to such research or research training (including applications for Public Health Service support) are covered under this Policy.
- d. Respondents are persons against whom allegations of research misconduct are directed. Complainants are persons who in good faith make allegations of research misconduct. The Office of Research Integrity (“ORI”) is the federal office within the United States Department of Health and Human Services with jurisdiction over cases of alleged research misconduct.
- e. The University or the federal government has the burden of proving research misconduct. The Respondent has the burden of proving that the disputed conduct is the result of honest errors or differences of opinion.
- f. The conduct at issue must have occurred within six years of the date that the allegation of misconduct is made, or within six years of the citation, re-publication, or other use by the Respondent of the research record alleged to have been fabricated, falsified, or plagiarized. A research misconduct proceeding may occur at any time if the alleged misconduct would possibly have a substantial adverse effect on the health or safety of the public.
- g. Disclosure of the identity of Respondents, Complainants, witnesses and others involved in research misconduct

proceedings is limited, to the extent possible, to those who need to know, consistent with a thorough, competent, objective and fair research misconduct proceeding. In certain instances required by law, the identity of Respondents and Complainants must be disclosed in proceedings of the United States Department of Health and Human Services. Special care will be taken to protect the confidentiality of research subjects.

- h. All persons involved in the process for determining whether research misconduct has occurred must be free of conflict of interest. A conflict of interest is an unresolved conflicting personal, professional, or financial interest with persons involved in the inquiry or investigation such as could reasonably be thought potentially to influence inappropriately the exercise of a person’s obligation within this Policy.

## III. Ombudsman

- a. The President of the University will appoint an Ombudsman to address an allegation of research misconduct. If the University President has a conflict of interest, the Vice President for Scientific Affairs shall serve in the President’s stead and shall assume all of the responsibilities of the President described in this Policy.
- b. The Ombudsman must have appropriate expertise to handle the matter and must not have a conflict of interest.

## IV. Allegations of Research Misconduct

- a. Any person who has a good faith basis to believe that research misconduct has occurred at the University or involving University personnel may make an allegation of research misconduct. Good faith means having a belief in the truth of one’s assertion or testimony. An allegation is not made in good faith if it is made with knowing or reckless disregard for information that would negate the allegation or testimony.
- b. An allegation may be made to the University’s Vice President for Academic Affairs, to Complainant’s Head of Laboratory or to ORI. Typically, where an allegation is made to ORI, the agency will refer the allegation back to the University where the alleged misconduct occurred. ORI, however, may proceed at any time with its own inquiry, investigation, or adjudication of a research misconduct matter.
- c. The Ombudsman will give the Respondent timely, written notice of the allegation. Either before or at the time the University notifies the Respondent of the allegation, the University must promptly take all reason-

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<sup>1</sup> Fabrication is making up data or results and recording or reporting them.

<sup>2</sup> Falsification is manipulating research materials, equipment, or processes, or changing or omitting data or results such that the research is not accurately represented in the research record. The research record is the data that reflects scientific inquiry, and includes, but is not limited to, research proposals, laboratory records, both physical and electronic, progress reports, abstracts, theses, oral presentations, internal reports, and journal articles.

<sup>3</sup> Plagiarism is the appropriation of another person’s ideas, processes, results, or words without giving appropriate credit.

able and practical steps to gain custody of all the research records and evidence needed to conduct the research misconduct proceeding and must secure the material in its custody. The University must, during the proceeding, take custody of additional relevant research records or evidence and must secure that material as well.

- d. Appropriate actions, if any, will be taken, from this point forward, to protect public health, federal funds and equipment, and the integrity of affected Public Health Service-supported research.

## **V. Inquiry**

- a. An inquiry is a preliminary information-gathering, fact-finding effort. Upon receiving a written or an oral allegation of research misconduct, the Ombudsman will commence an Inquiry if the allegation appears to fall within the definition of research misconduct, involves or is related to Public Health Service-supported research or research training, and is sufficiently credible and specific to allow for the identification of potential relevant evidence. If these criteria are met, the Ombudsman will give written notice reflecting the nature of the charged misconduct to the Respondent, the Complainant, the President of the University and the University's General Counsel. The Ombudsman will conduct a thorough, objective and fair inquiry. The Ombudsman is authorized to secure documents and testimony from any persons having expertise or factual knowledge relevant to the matter.
- b. The purpose of the Inquiry is to gather information sufficient to determine whether an allegation of misconduct has substance and warrants an Investigation. An investigation involves the formal development of a factual record and the examination of that record leading to a decision whether research misconduct has occurred.
- c. Respondent and Complainant must cooperate with the Ombudsman by, including but not limited to, providing oral and/or written information deemed by the Ombudsman to be reasonably necessary to the conduct of the inquiry. The Ombudsman will have the sole discretion to determine the information needed for the inquiry and whether any or all information will be received by the Ombudsman orally or in writing. Respondent and/or Complainant may choose to be represented at any stage of this matter by a colleague or person outside the University or by legal counsel. Choosing to be represented will not be deemed uncooperative behavior. Uncooperative behavior by Respondent may result in immediate implementation of the investigation phase of this procedure and/or other appropriate action. Uncooperative behavior by Complainant may, but may not, result in discontinuation of the inquiry.
- d. The Ombudsman will proceed expeditiously, respecting both the need for thoroughness and the interests of the parties. An inquiry should be completed and a Final Inquiry Report issued within 60 days after initiation of the inquiry. If the circumstances warrant a longer period, the reasons justifying that longer period will be documented in the record of the inquiry.
- e. Based on the evidence considered, the Ombudsman will determine whether the allegation of misconduct has substance and warrants an investigation, i.e., whether there is substance to the charge of fabrication, falsification, or plagiarism. If the Ombudsman so determines, the matter will move to the investigation stage.
- f. The Ombudsman will promptly prepare a written Draft Inquiry Report setting forth (i) the name(s) and position(s) of the Respondent(s); (ii) a short statement of the allegations; (iii) the PHS support involved; and (iv) the facts found and the conclusion reached.
- g. The Respondent(s) will be given a copy of the Draft Inquiry Report which must include a reference to the applicable federal regulations governing research misconduct and to this University Policy. The Respondent(s) will have a reasonable opportunity to review and comment on the Draft Inquiry Report and to attach to it any comments the Respondent(s) thinks appropriate. The Draft Inquiry Report, including any edits made to it by the Ombudsman, and the comments, if any, by the Respondent(s) will become the Final Inquiry Report.
- h. The Final Inquiry Report must be sent promptly by the Ombudsman to the President of the University and to the University's General Counsel.
- i. If the Ombudsman concludes that the allegation of research misconduct is without substance, the Final Inquiry Report will so state. If the Ombudsman concludes that the allegation of research misconduct has substance and warrants an investigation, then, within 30 days of its issuance, the Final Inquiry Report must be submitted to ORI along with the material described in the applicable federal regulations. The Final Inquiry Report may, but need not, recommend corrective action to be taken should the subsequent investigation find that research misconduct has occurred.
- j. The Final Inquiry Report and any necessary accompanying documentation described in the applicable federal regulations must be maintained for no fewer than 7 years after the termination of the inquiry to permit federal oversight at any time during that period.

## **VI. Investigation**

- a. Whereas the inquiry assesses whether an allegation of research misconduct has substance and warrants an investigation, an investigation involves the formal development of a factual record on which to assess whether the matter should be dismissed or a finding of research misconduct should be made. At the investigation, a finding must be made, by a preponderance of the evidence, whether fabrication, falsification, or plagiarism occurred and was committed intentionally, knowingly, or recklessly. The Respondent has the opportunity to prove that, if fabrication, falsification, or plagiarism did occur, it was the result of honest error or difference of opinion.

- b. The President of the University or his or her designee
  - (i) will appoint a Special Committee of no fewer than three persons who are free of conflict of interest to investigate the allegations of research misconduct. The investigation must begin within 30 days after the date of issuance of the Final Inquiry Report;
  - (ii) must notify ORI of the decision to undertake an investigation on or prior to its commencement;
  - (iii) must notify the Respondent in writing of the commencement of the investigation and the allegations, including new allegations, if any, that may not have been addressed during the inquiry or in the Final Inquiry Report; and
  - (iv) will assure that the research records and evidence needed to conduct the investigation have been secured.
- c. The Committee will be formed and may ask the University's Office of the General Counsel to engage external Investigation Counsel to conduct the investigation at the direction of the Committee with assistance, if and as needed, from the Office of the General Counsel. The Committee and its Investigation Counsel will have the authority necessary to fully develop the record through all appropriate means, and to secure the cooperation of persons having factual knowledge and expertise relevant to the matter. Among the processes to be undertaken by the Committee and/or its Investigation Counsel are the following:
  - (i) use diligent efforts to ensure that the investigation is thorough and sufficiently documented;
  - (ii) interview each person who has been reasonably identified as having information regarding any relevant aspects of the investigation, even if that person was interviewed during the inquiry, submit written interview summaries to the interviewees for correction, and include the summaries in the record of investigation; and
  - (iii) pursue diligently all significant issues including any evidence of additional instances of possible research misconduct.

All information necessary for completing the investigation and reaching a determination will be made available to the Committee in compliance with applicable federal regulations.

- d. The Committee will produce a Draft Investigation Report. The Draft Investigation Report will:
  - (i) describe the allegations of research misconduct investigated;
  - (ii) describe and document the PHS support involved;
  - (iii) reference institutional policies and procedures under which the investigation was conducted;
  - (iv) identify and summarize the research records and evidence reviewed, and identify any evidence taken into custody, but not reviewed. The report should also describe any relevant records and evidence not

taken into custody and the reasons for that inaction; and

- (v) provide a finding as to whether research misconduct occurred for each separate allegation of research misconduct identified during the investigation, and if misconduct was found, (a) identify it as falsification, fabrication, or plagiarism and whether it was intentional, knowing, or reckless; (b) summarize the facts and the analysis supporting the conclusion; (c) identify any publications that need correction or retraction; (d) identify the person(s) responsible for the misconduct; (e) list any current support or known applications or proposals for support that the Respondent(s) has pending with non-PHS federal agencies.

The University will maintain and provide to ORI upon request all records of this proceeding, including results of all interviews and the summaries reflecting such interviews.

- e. The Respondent(s) must receive a copy of the Draft Investigation Report and be given supervised reasonable access to evidence on which the report is based, having due regard for the confidentiality of the sources of the evidence. Respondent's comments on the Draft Investigation Report must be submitted within 30 days of the date on which Respondent(s) received the Draft Investigation Report. The Committee must consider and address the Respondent's comments before issuing its Final Investigation Report.
- f. The Complainant may, at the Committee's discretion, be provided with a copy of the Draft Investigation Report or relevant portions of it. Complainant's comments, if any, must be submitted within 30 of the date on which the Complainant received access to any part or all of the Draft Investigation Report.
- g. Best efforts must be used to complete an investigation in all aspects, including sending the Final Investigation Report to ORI, within 120 days of the commencement of the investigation. If an extension of time is required, the University will apply in writing for an extension from ORI. The Final Investigation Report will contain the elements required by applicable federal regulations.

## **VII. Action by the President of the University**

- a. If the Committee finds that research misconduct has occurred, the President, in his or her sole discretion, will take appropriate corrective action. Such action may include but is not limited to University disciplinary action, including termination of employment, restitution to a funding agency, and/or appropriate correction of the research record. A finding of research misconduct shall be entered into the personnel record of the Respondent.
- b. If the Committee does not find that research misconduct has occurred, the records required to be preserved by federal regulations and this Policy will be preserved, but no sanction shall be imposed on Respondent(s).
- c. The University will provide to ORI a Final Investigation

Report describing the final institutional finding and action, and will cooperate with ORI in any administrative action by that agency following conclusion of the University process.

### **VIII. Efforts to Protect Reputation**

The University will take reasonable and practical efforts to protect or restore the position and reputation of

Respondent(s) exonerated in any procedure described in this Policy as well as persons who participated in the procedure, including, but not limited to Complainant(s), witnesses and members of the Committee.

Amendments approved by Academic Council on September 15, 2005.

## **RESPONDING TO AN ON-CAMPUS VIOLENT FELONY OR A MISSING PERSON REPORT**

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### **1. Definitions.**

- A. "Violent Felony" is defined in New York Penal Law §70.02. This Policy and Procedure applies only to a violent felony committed on The Rockefeller University campus.
- B. "Missing Person" is defined as a member of the University community who resides in University housing and whose absence from campus is unexplained and raises reasonable cause for concern.

### **2. Procedure**

- A. The University Director of Security must be notified and will take immediate action in response to receiving a report of a violent felony or of a missing person.
- B. As soon as practicable but in no case more than twenty-four (24) hours after receiving notice of a

reported violent felony or missing person, the Director of Security will report the matter to the New York Police Department.

C. The University will follow its internal investigation plan. In addition, it will cooperate and coordinate with and provide assistance to assigned members of the New York Police Department, which will investigate the reported matter in accordance with its own procedures.

### **3. Procedural Exception**

- A. The University's reporting obligations are subject to the rights of sexual assault victims, under federal law, to decide whether or not to report such incidents to law enforcement officers.

Policy Adopted by EOG 04 08 15

## **STATIONERY USAGE POLICY**

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Stationery and all other documents bearing the name of The Rockefeller University should not be used for personal correspondence. The stationery is to be used only for professional matters related to the University or to University employees' or students' professional work.

Any information included on stationery for personal or non-business use should not be considered private or confidential.

Employees and students are responsible for complying with this policy and all other rules and procedures the University establishes from time to time for use of its stationery. Employees who violate this policy are subject to discipline, up to and including dismissal.

## SUBSTANCE ABUSE POLICY

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The Rockefeller University (“University”) is committed to protecting the safety, health and well-being of its employees and students. The University recognizes that alcohol abuse and drug use pose a significant threat to our community. It is the policy of The Rockefeller University to make every effort to ensure a drug-free workplace to protect the health, safety, and welfare of its employees, its students, and the public. The University also recognizes that alcohol and drug abuse and addiction are treatable conditions. Employees are encouraged to voluntarily seek help for alcohol and/or drug problems. The University will address such matters on a case by case basis. **A student or employee who violates this Policy will be subject to University sanctions and criminal sanctions provided by federal, state, and local law.** The following guidelines have been established to maintain a drug-free environment.

- (1) University policy prohibits the unlawful manufacture, possession, use, distribution, dispensation, sale, or purchase of non-prescribed controlled substances (drugs) and intoxicants (alcohol) on University premises or at off campus University-sponsored events.

This does not include the lawful consumption and/or possession of alcohol by those over the age of 21 at University-sponsored events (on or off campus) or in the Abby Aldrich Dining Room, the Faculty and Students Club, or University Housing.

- (2) All employees are required to report to their jobs in a good mental and physical condition. Any individual whose work performance is impaired by the use of drugs, alcohol, and/or other intoxicants will be considered a threat to the safety of their work environment, and subject to immediate discipline.
- (3) As required by the Drug-Free Workplace Act of 1988, an employee working on projects funded through federal contracts or grants must notify Human Resources or the Deans Office of a conviction of a criminal drug violation that occurred on University property within five (5) days of such conviction. The University is required to notify the relevant federal contracting or granting agency within ten (10) days and to take the appropriate personnel action within thirty (30) days of receipt of the notice.

A conviction includes: a plea or finding of guilty, any plea of “nolo contendere”, or an imposition of a fine or penalty.

- (4) Members of the University community who need drug and/or alcohol counseling, rehabilitation, or support services are urged to use the Employee Assistance Program (EAP), which provides immediate and confidential assistance for any work, health, or life concern. The EAP can help with addictions such as alcohol and drug abuse. The EAP can provide short-term counseling and referrals for long-term treatment, utilizing your

health insurance. The EAP is available 24 hours a day, seven days a week. For more information visit [www.workhealthlife.com/Standard3](http://www.workhealthlife.com/Standard3), download the app, text MSEAP to 53342, or call 1-888-293-6948 and identify your employer as The Rockefeller University.

The Oxford also has a program available through their Oxford Live and Work Well Program. It is also available 24 hours a day, seven days a week and can be accessed at [www.liveandworkwell.com](http://www.liveandworkwell.com) and by calling its substance abuse hotline at 1-855-780-5955.

Campus communities in need of substance use or abuse assistance may also contact Occupational Health Services (“OHS”) by phone (212) 327-8414 or by visiting OHS in Room 118 of the Rockefeller University Hospital.

The Drug-Free Schools and Communities Act of 1990 requires that this Policy include descriptions of the health risks associated with drug and alcohol abuse and the legal sanctions under local, state, or federal law for illicit use, possession, or distribution of alcohol and controlled substances.

### THE HEALTH RISKS OF ALCOHOL USE AND ABUSE

Alcohol consumption causes several marked changes in behavior. Even low doses significantly impair the judgment and coordination required to drive a car safely, increasing the likelihood that the driver will be involved in an accident. Low to moderate doses of alcohol also increase the incidence of a variety of aggressive acts, including spouse and child abuse.

Moderate to high doses of alcohol cause marked impairments in higher mental functions, severely altering a person’s ability to learn and remember information. Very high doses cause respiratory depression and death. If combined with other depressants of the central nervous system, much lower doses of alcohol will produce these effects.

Repeated use of alcohol can lead to dependence. Alcoholism is defined as a complex, chronic psychological and nutritional disorder associated with compulsive and/or excessive drinking. Alcohol is addictive in nature; it poisons the body, destroys the brain, heart, liver, and pancreas; it damages the digestive tract and immune system. Alcoholics are more vulnerable to heart disease, cancer, organ failure, and mental illnesses. Sudden cessation of alcohol intake is likely to produce withdrawal symptoms, including severe anxiety, tremors, hallucinations, and convulsions. Alcohol withdrawal can be life-threatening.

Mothers who drink alcohol during pregnancy may give birth to infants with fetal alcohol syndrome. These infants have irreversible physical abnormalities and mental retardation. In addition, research indicates that children of alcoholic parents are at greater risk than others of becoming alcoholics.

## THE HEALTH RISKS OF DRUG ABUSE

Drugs are chemicals which cause physical and psychological dependence. Please review Chart A below, which describes the uses and effects of controlled substances.

## FEDERAL TRAFFICKING PENALTIES

Please review Charts B and C below for a description of federal penalties for the trafficking of controlled substances.

## FEDERAL PENALTIES AND SANCTIONS FOR THE ILLEGAL POSSESSION OF CONTROLLED SUBSTANCES

**First Conviction** – Up to one-year imprisonment and fine of at least \$1,000, or both.

**After one prior drug conviction** – At least 15 days in prison, not to exceed two years and fine of at least \$2,500, or both.

**After two or more prior drug convictions** – At least 90 days in prison, not to exceed three years and a fine of at least \$5,000, or both.

In addition, the offender may be forced to relinquish personal and real property used to possess or facilitate possession of a controlled substance if the violation is punishable by more than one year in prison. Any vehicle used to transport or conceal a controlled substance must be forfeited and a civil fine may be imposed. For first-time offenders, federal benefits, such as student loans, grants, contracts, and professional and commercial licenses, can be denied for up to one year. For the second and subsequent offenses, federal benefits can be denied for up to five years.

## NEW YORK STATE AND CITY PENALTIES FOR DRUG POSSESSION

New York State law also forbids the possession, use, or distribution of illicit drugs and imposes criminal penalties, which may include imprisonment. The penalty imposed for a conviction will generally depend upon the specific drug and the amount of the drug held or sold, as well as the individual's history of prior convictions. Judges have some discretion to consider the circumstances in sentencing. The following are a few examples of potential criminal penalties for drug infractions under New York law.

- The criminal possession of 500 milligrams or more of cocaine is a class D felony, punishable by up to 2 ½ years in prison.
- The possession of one-half an ounce of cocaine or more is a Class C felony punishable by 1 – 9 years in prison.
- The criminal possession of eight to sixteen ounces of marijuana is a class E felony, punishable by up to 4 years in prison and up to \$5000.00.

This list is not intended to be exhaustive and is subject to

change. The full list of NY drug crimes and their penalties can be found in the New York Penal Code.

Under New York City law, a person who has been convicted of felony possession or sale of a controlled substance may be subject to a civil penalty between \$10,000 and \$100,000 for each count that resulted in a conviction and for the costs of the investigation and prosecution of the individual.

## PENALTIES FOR UNLAWFUL DISTRIBUTION OF ALCOHOL

Under both federal and New York State laws, selling or otherwise furnishing alcohol to an individual under the age of 21 is a misdemeanor punishable by fine and/or imprisonment. In New York State the punishment may include up to one-year imprisonment and \$1000.00 fine. Selling alcohol without a license or permit is unlawful and punishable by a fine and/or imprisonment.

## DRIVING WHILE INTOXICATED (DWI)

Driving while intoxicated (DWI), as determined by a blood alcohol content of .08 or higher is a misdemeanor punishable by up to a year imprisonment and/or a \$1,000 fine for a first offense plus six months license revocation; a second or subsequent offense is a felony. Driving while impaired by alcohol (DWAI, not necessarily legally intoxicated, but with a relevant level of blood alcohol content of at least .05) is also a violation, punishable by up to 15 days imprisonment and/or a \$500 fine plus a 90-day license suspension. Repeated offenses result in more serious penalties.

## RECREATIONAL MARIJUANA

Under federal law, marijuana is considered a Schedule 1 controlled substance and has no acceptable medical use. The federal government, however, does acknowledge that several states have enacted laws relation to the use of marijuana for medical purposes and personal use. The federal government has stated in various publications that it will focus its enforcement resources on 8 priorities<sup>1</sup> and trust that state and local marijuana laws will address the enforcement of penalties relating to such activity. While the federal government allows the states to enforce marijuana infractions, the federal government has not relinquished its enforcement or penalties to the states.

In New York State, the use and possession of non-medical marijuana in any amount is illegal. The penalty for marijuana possession is determined by the amount in one's possession. While possession of up to two ounces is a violation. Possession of more than two ounces can be a misdemeanor or felony depending on amount (see above) and circumstances. In addition, operating a vehicle under the influence of marijuana is a matter of public safety may result in criminal charges.

The University recognizes that some members of the

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<sup>1</sup> The 8 federal enforcement priorities concern marijuana activity relating to the distribution to minors, funding criminal enterprises, diverting state laws, trafficking other drugs, firearms and violence, drugged driving and adverse public health consequences, growth on public lands and use or possession on federal property.

campus community may visit or reside in states where the recreational use of marijuana is legal, such as our neighboring state, New Jersey. It is the policy of The Rockefeller University to follow the laws and regulations of New York State. Therefore, use and possession of marijuana for recreational purposes is prohibited on University property.

## **MEDICAL MARIJUANA**

New York State recognizes the medical use of marijuana in limited circumstances. Medical marijuana is not considered a drug under New York Education Law. Marijuana may be legally prescribed for severe and debilitating or life-threatening conditions when accompanied by complicating conditions. These conditions are listed in Article 33, Title 5-A of the Public Health Law and are listed below.

- Cancer
- AIDS or HIV positive
- ALS (Amyotrophic lateral sclerosis)
- Parkinson's Disease
- Multiple Sclerosis
- Spinal Cord Injury with spasticity
- Epilepsy
- Inflammatory Bowel Disease (IBD)
- Neuropathy
- Huntington's Disease
- Post-Traumatic Stress Disorder
- Chronic Pain
- As an alternative to Opioid Use
- Substance Use Disorder

When such conditions are accompanied by one or more the following associated or complicating conditions:

- Cachexia or wasting syndrome
- Severe or chronic pain
- Severe nausea
- Seizures
- Severe or persistent muscle spasms
- Post-Traumatic Stress Disorder
- Opioid Use Disorder.

New York Law requires individuals who lawfully use or possess medical marijuana products to register with the New York State Medical Marijuana Program ("NYSMMP"). New York State does not accept certification or registry identification cards from other states. Only New York State residents are eligible to register with NYSMMP and must be certified by an NYSMMP registered practitioner. Once certified, patients may designate up to two registered caregivers who must also register with the NYSMMP. Certified patients and their designated caregivers may possess up to a 30- day supply of medical marijuana in the form prescribed by practitioner per the New York State Prescription Monitoring Program. Certified patients and designated caregivers must carry a New York State Medical Marijuana ID card whenever they possess approved medical marijuana products. Medical marijuana may not be transported outside of state lines. In addition, marijuana used for medical purposes under the laws of other states may not be transported to New York State.

Campus community members who are registered with the NYSMMP to safely possess medical marijuana, as either certified patients or designated caregivers, are required to declare their registration with OHS. Such members will be required to provide a copy of their New York State Medical Marijuana ID card, as well as the form and dose for the marijuana product prescribed to them. In accordance with New York State Law, the University does not recognize medical marijuana registry programs outside of New York State.

## **VIOLATIONS OF THE SUBSTANCE ABUSE POLICY**

The Rockefeller University will impose disciplinary sanctions on students and employees (consistent with local, state, and federal law), up to and including expulsion or termination of employment and referral for prosecution, for violations of this Policy.

# CHART A

# CONTROLLED SUBSTANCES - USES AND EFFECTS

DRUGS CSA	OTHER NAME	MEDICAL USES	DEPENDENCE		Tolerance	Duration (Hours)	Usual Methods	Possible Effects	Effects of Overdose	Withdrawal Syndrome
			Physical	Psychol.						
NARCOTICS										
Opium II III V	Dover's Powder, Paregonic	Analgesic, Antidiarrheal	High	High	Yes	3-6	Oral, smoked	Euphoria, drowsiness, respiratory depression, constricted pupils, nausea	Slow and shallow breathing, clammy skin, convulsions, coma, possible death	Watery eyes, runny nose, yawning, loss of appetite, irritability, tremors, panic, cramps, nausea, chills and sweating
Morphine II III	MS-Contin, Roxanol	Analgesic, Antitussive	High	High	Yes	3-6	Oral, smoked, injected			
Oxycodone II	Percocet, OxyContin	Analgesic	High	High	Yes	3-12	Oral, injected			
Heroin I	Diaceylmorphine Horse, Smack	None	High	High	Yes	3-6	Injected, sniffed, smoked			
Hydromorphone II	Dilaudid	Analgesic	High	High	Yes	3-6	Oral, injected			
Meperidine II	Demoral, Mepergan	Analgesic	High	High	Yes	3-6	Oral, injected			
Methadone II	Dolophine, Methadose	Analgesic	High	High-Low	Yes	12-24	Oral, injected			
Others I II III IV V	Percodan, Lomotil	Analgesic, antidiarrheal	High-Low	High-Low	Yes	Variable	Oral, injected			
DEPRESSANTS										
Chloral Hydrate IV	Noctee	Hypnotic	Moderate	Moderate	Yes	5-8	Oral	Slurred speech, disorientation drunken behavior without odor	Shallow respiration, clammy skin, dilated pupils, weak and rapid pulse, coma, possible death	Anxiety, insomnia, tremors, delirium, convulsions, possible death
Barbiturates II III IV	Seconal, Tuinal Phenobarbital	Anesthetic sedative, hypnotic	High-Mod.	High-Mod.	Yes	1-16	Oral			
Benzodiazepines IV	Valium, Xanax, Atvian, Dalmane	Antianxiety, sedative, hypnotic	Low	Low	Yes	4-8	Oral			
Methaqualone I	Quaalude	Sedative, hypnotic	High	High	Yes	4-8	Oral			
Glutethimide III	Doriden	Sedative, hypnotic	High	Moderate	Yes	4-8	Oral			
Others III IV	Valmid, Noludar, Placidyl GHB	Varies	Moderate	Moderate	Yes	4-8	Oral			
STIMULANTS										
Cocaine II	Coke, Crack, Flake, Snow	Local anesthetic	Possible	High	Yes	1-2	Sniffed, smoked injected	Increased alertness, excitation, euphoria, increased pulse rate & blood pressure, insomnia, loss of appetite	Agitation, increase in body temperature, hallucinations, convulsions, possible death	Apathy, long periods of sleep, irritability, depression, disorientation
Amphetamines II	Delcobese, Biphetamine	Weight control, narcolepsy	Possible	High	Yes	2-4	Oral, injected			
Phenmetrazine II	Preludin	Weight control	Possible	High	Yes	2-4	Oral, injected			
Methylphenidate II	Ritalin	Attention deficit, narcolepsy	Possible	Moderate	Yes	2-4	Oral, injected			
Others III IV	Adipex, Cylert, Dixrex, Ionamin Khat	Weight control	Possible	High	Yes	2-4	Oral, injected			
HALLUCINOGENS										
LSD I	Acid, Microdot	None	None	Unknown	Yes	8-12	Oral	Illusions and hallucinations, poor perception of time and distance	Longer, more intense "trip" episodes, psychosis, possible death	Withdrawal syndrome not reported
Mescaline I	Peyote, Cactus, Buttons	None	None	Unknown	Yes	8-12	Oral			
Amphetamine Variants I	2,5-DMA PMA STP MDA DOM	None	Unknown	Unknown	Yes	Variable	Oral, injected			
Phencyclidine II	PCP, Angel Dust, Hog	None	Unknown	High	Yes	Days	Smoked, oral, injected			
Phencyclidine Analogues I	PCE, PcPy, TCP	None	Unknown	High	Yes	Days	Smoked, oral, injected			
Others I	Psilocyn, DMT, Bufotenine, DET	None	None	Unknown	Possible	Variable	Smoked, sniffed injected, oral			
CANNABIS										
Marijuana I	Grass, Reefer, Pot, Thai Sticks		Unknown	Moderate	Yes	2-4	Smoked, oral	Euphoria, relaxed inhibitions, increased appetite, disoriented behavior	Fatigue, paranoia, possible psychosis	Insomnia, hyperactivity, and decreased appetite, occasionally reported
Tetrahydro- cannabinol I II	THC, Marinol	Chemotherapy antinauseant	Unknown	Moderate	Yes	2-4	Smoked, oral			
Hashish I	Hash	None	Unknown	Moderate	Yes	2-4	Smoked, oral			
Hashish Oil I	Hash Oil	None	Unknown	Moderate	Yes	2-4	Smoked, oral			

## CHART B

FEDERAL TRAFFICKING PENALTIES FOR SCHEDULES I, II, III, IV, AND V (EXCEPT MARIJUANA)				
SCHEDULE	SUBSTANCE/ QUANTITY	PENALTY	SUBSTANCE/ QUANTITY	PENALTY
II	Cocaine 500-4999 grams mixture	<b>First Offense:</b> Not less than 5 yrs. and not more than 40 yrs. If death or serious bodily injury, not less than 20 yrs. or more than life. Fine of not more than \$5 million if an individual, \$25 million if not an individual.  <b>Second Offense:</b> Not less than 10 yrs. and not more than life. If death or serious bodily injury, life imprisonment. Fine of not more than \$8 million if an individual, \$50 million if not an individual.	Cocaine 5 kilograms or more mixture	<b>First Offense:</b> Not less than 10 yrs. and not more than life. If death or serious bodily injury, not less than 20 yrs. or more than life. Fine of not more than \$10 million if an individual, \$50 million if not an individual.  <b>Second Offense:</b> Not less than 20 yrs. and not more than life. If death or serious bodily injury, life imprisonment. Fine of not more than \$20 million if an individual, \$75 million if not an individual.  <b>2 or More Prior Offenses:</b> Life imprisonment. Fine of not more than \$20 million if an individual, \$75 million if not an individual.
II	Cocaine Base 28-279 grams mixture		Cocaine Base 280 grams or more mixture	
IV	Fentanyl 40-399 grams mixture		Fentanyl 400 grams or more mixture	
I	Fentanyl Analogue 10-99 grams mixture		Fentanyl Analogue 100 grams or more mixture	
I	Heroin 100-999 grams mixture		Heroin 1 kilogram or more mixture	
I	LSD 1-9 grams mixture		LSD 10 grams or more mixture	
II	Methamphetamine 5-49 grams pure or 50-499 grams mixture		Methamphetamine 50 grams or more pure or 500 grams or more mixture	
II	PCP 10-99 grams pure or 100-999 grams mixture		PCP 100 grams or more pure or 1 kilogram or more mixture	
SUBSTANCE/QUANTITY		PENALTY		
Any Amount Of Other Schedule I & II Substances		<b>First Offense:</b> Not more that 20 yrs. If death or serious bodily injury, not less than 20 yrs. or more than Life. Fine \$1 million if an individual, \$5 million if not an individual.		
Any Drug Product Containing Gamma Hydroxybutyric Acid		<b>Second Offense:</b> Not more than 30 yrs. If death or serious bodily injury, life imprisonment. Fine \$2 million if an individual, \$10 million if not an individual.		
Flunitrazepam (Schedule IV) 1 Gram				
Any Amount Of Other Schedule III Drugs		<b>First Offense:</b> Not more than 10 yrs. If death or serious bodily injury, not more that 15 yrs. Fine not more than \$500,000 if an individual, \$2.5 million if not an individual.  <b>Second Offense:</b> Not more than 20 yrs. If death or serious injury, not more than 30 yrs. Fine not more than \$1 million if an individual, \$5 million if not an individual.		
Any Amount Of All Other Schedule IV Drugs (other than one gram or more of Flunitrazepam)		<b>First Offense:</b> Not more than 5 yrs. Fine not more than \$250,000 if an individual, \$1 million if not an individual.  <b>Second Offense:</b> Not more than 10 yrs. Fine not more than \$500,000 if an individual, \$2 million if other than an individual.		
Any Amount Of All Schedule V Drugs		<b>First Offense:</b> Not more than 1 yr. Fine not more than \$100,000 if an individual, \$250,000 if not an individual.  <b>Second Offense:</b> Not more than 4 yrs. Fine not more than \$200,000 if an individual, \$500,000 if not an individual.		

## CHART C

FEDERAL TRAFFICKING PENALTIES FOR MARIJUANA, HASHISH AND HASHISH OIL	
SCHEDULE I SUBSTANCES	
Marijuana 1,000 kilograms or more marijuana mixture or 1,000 or more marijuana plants	<p><b>First Offense:</b> Not less than 10 yrs. or more than life. If death or serious bodily injury, not less than 20 yrs., or more than life. Fine not more than \$10 million if an individual, \$50 million if other than an individual.</p> <p><b>Second Offense:</b> Not less than 20 yrs. or more than life. If death or serious bodily injury, life imprisonment. Fine not more than \$20 million if an individual, \$75 million if other than an individual.</p>
Marijuana 100 to 999 kilograms marijuana mixture or 100 to 999 marijuana plants	<p><b>First Offense:</b> Not less than 5 yrs. or more than 40 yrs. If death or serious bodily injury, not less than 20 yrs. or more than life. Fine not more than \$5 million if an individual, \$25 million if other than an individual.</p> <p><b>Second Offense:</b> Not less than 10 yrs. or more than life. If death or serious bodily injury, life imprisonment. Fine not more than \$8 million if an individual, \$50million if other than an individual.</p>
Marijuana 50 to 99 kilograms marijuana mixture, 50 to 99 marijuana plants	<p><b>First Offense:</b> Not more than 20 yrs. If death or serious bodily injury, not less than 20 yrs. or more than life. Fine \$1 million if an individual, \$5 million if other than an individual.</p> <p><b>Second Offense:</b> Not more than 30 yrs. If death or serious bodily injury, life imprisonment. Fine \$2 million if an individual, \$10 million if other than an individual.</p>
Hashish More than 10 kilograms	
Hashish Oil More than 1 kilogram	
Marijuana less than 50 kilograms marijuana (but does not include 50 or more marijuana plants regardless of weight)	<p><b>First Offense:</b> Not more than 5 yrs. Fine not more than \$250,000, \$1 million if other than an individual.</p> <p><b>Second Offense:</b> Not more than 10 yrs. Fine \$500,000 if an individual, \$2 million if other than individual.</p>
1 to 49 marijuana plants	
Hashish 10 kilograms or less	
Hashish Oil 1 kilogram or less	



**For further information:**

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The following person has been designated to handle inquiries regarding the University's non-discrimination policy:

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Inquiries also may be directed to the U.S. Department of Health and Human Services, Office for Civil Rights at: <https://www.hhs.gov/ocr/> or by telephone at: 1-800-868-1019, or 1-800-537-7697 (TDD).