



Graduate Faculty Handbook

This handbook describes the policies that apply to KGI faculty in the School of Applied Life Sciences and the School of Pharmacy. This version was approved by the Faculty Assembly September 27, 2017 and was approved by the Board of Trustees October 19, 2017, and amends the version approved by KGI Board of Trustees, October 2, 2014

Keck Graduate Institute of Applied Life Sciences was founded in March 1997 and was accepted as the seventh member of the Claremont Colleges consortium in July 1997 upon receipt of a founding grant from the W. M. Keck Foundation in Los Angeles. KGI is comprised of two graduate schools, the original School of Applied Life Sciences founded in 1997 and the School of Pharmacy founded in 2012, and the undergraduate Minerva Schools at KGI founded in 2013.

Institutional Mission of KGI:

To enrich society with breakthrough approaches to education and translational research in the life sciences.

Graduate School Mission Statements

School of Applied Life Sciences

The KGI School of Applied Life Sciences is dedicated to education and research aimed at translating into practice the power and potential of the life sciences for the benefit of society.

School of Pharmacy

The School of Pharmacy is dedicated to the education of innovative pharmacists who will serve the needs of individual patients, the healthcare system, and the bioscience industry. Our program emphasizes interprofessional collaboration, systematic problem solving, the safe, efficient and ethical use of technology and biotechnology, and personalized patient care.

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KGI Graduate Faculty Handbook

I. Organization of the Institute

A. Board of Trustees

As a private institution and a public trust, Keck Graduate Institute (KGI or Institute) is governed by an independent Board of Trustees. Members serve renewable three-year terms. This Board has the fiduciary responsibility for the long-term financial strength of KGI and for its quality. The Board of Trustees awards degrees, oversees academic policies, and appoints all corporate officers of KGI and approves their compensation. The President is a member of the Board of Trustees.

B. Administrative Structure

The President is the chief executive officer of KGI, with general oversight responsibility for academic, fiscal, physical and disciplinary aspects of the institution. The president is responsible for representing KGI to its external constituencies. The President reports to the Board of Trustees and serves at the pleasure of the Board. The President appoints Vice Presidents and other senior staff.

The Deans of the Schools (the Deans) are the academic officers of KGI and oversee institutional academic planning and activities, including research, academic affairs personnel, and student affairs in their schools. The Deans are also responsible for approving faculty hiring, setting academic policies specific to their units, overseeing the budget, fundraising, and other administrative and academic matters. The Deans report directly to the President and may be designated to serve in place of the President when the President is away from campus or in the case of a prolonged absence.

The faculty share in the overall governance of the graduate schools at KGI (see Sec. II.B.) in accordance with the provisions described in this Graduate Faculty Handbook. Faculty of the undergraduate program, the Minerva Schools at KGI (MSKGI), share in the overall governance of the MSKGI in accordance with the provisions described in the MSKGI Faculty Handbook.

C. Advisory Councils and Boards

The Advisory Councils and Boards of KGI Schools and research centers assist the administration and faculty of Keck Graduate Institute in an advisory capacity in such matters as curriculum design, admissions policies, policies with respect to research and interactions with industry, and the evaluation of the effectiveness and efficiency of KGI's curriculum, teaching, research and academic support services. These external advisory groups meet about twice per year, sometimes jointly with the Board of Trustees. Members are appointed by the Board, the President or Dean in accord with KGI and School Bylaws.

D. The Claremont Colleges

The Claremont Colleges is a consortium of seven independent, private institutions, five at the undergraduate level and two at the graduate level. The consortium was started in 1925 under the leadership of Pomona College. Claremont Graduate University was formed in 1925; Scripps College in 1926; Claremont McKenna College in 1946; Harvey Mudd College in 1955; Pitzer College in 1963; and Keck Graduate Institute in 1997. Rancho Santa Ana Botanic Gardens, which offers graduate training in botany, is one of several institutions affiliated with The Claremont Colleges.

The Claremont Colleges have a structure and organization unique in American higher education. The Claremont University Consortium, an eighth corporate entity, operates many central services and programs for the benefit of all seven academic members. These include the joint library system, bookstore; such fiscal services as the joint business office and the employee benefits office; student services such as the health and counseling centers, Office of Black Students Affairs, and the Chicano Student Center; and many other business services such as mail, telephone, computer network. In addition to these central programs and service (CP&S), many other cooperative arrangements involve from two to all seven of the institutions. Open enrollment is maintained by all institutions for the benefit of all qualified matriculated students.

II. Faculty Governance and Organization

A. Faculty Responsibilities

The faculty carry primary responsibility for the planning, formulation and execution of the curriculum and research programs, subject to policy oversight by the Deans, the Vice President for Academic Affairs, the President, and the Board of Trustees. The faculty in the Schools are responsible for the content and structure of the curriculum, ascertaining the requirements for the awarding of degrees and of verifying that individual students recommended for degrees have fulfilled these requirements. The faculty provide input for hiring, contract renewal and promotion of fellow faculty. As further detailed in Section III. and Appendices A and B, faculty are evaluated on their teaching ability, scholarly achievement, and service and professional activities. Full-time members of the faculty owe their primary allegiance to the Institute, and their commitments to teaching, advising, service and research on its behalf are expected to take priority over outside consulting and professional activities.

B. Governance Policy

KGI subscribes to the tradition in higher education of governance shared between the faculty and the administration to the extent responsibility has been delegated by the Board of Trustees and subject to ultimate authority resting with the Board. Accordingly, information about KGI's operations and finances is disseminated to the faculty and the faculty have appropriate means of expressing views, suggestions and concerns and otherwise participating in key KGI decisions. See II.D.

C. Academic Freedom

Keck Graduate Institute believes fervently in the importance of academic freedom to its mission, goals and its academic quality. Faculty and students are encouraged to explore intellectually without limit, and to publish and speak out without fear of retribution. Intellectual discourse, including disagreement and debate, is fundamental to the processes of learning and research and is protected by this policy statement of the Institute. KGI explicitly recognizes the rights of the faculty and students to publish and disseminate the conclusions from their research and publicly espouse their opinions without regard to the effect on the institution or related interests.

KGI encourages, under appropriate circumstances, federal and private support to strengthen ongoing programs, including new and continuing lines of research.

Financial support and scientific collaboration with industry can foster creative partnerships that promote more rapid scientific progress and stimulate the effective use of new knowledge.

KGI's primary dedication is to the education of professionals and to the translation of life science discoveries into practice. Any industrial sponsor or research collaborator must recognize KGI's basic mission and be sympathetic to its goals and principles of academic freedom. KGI will not accept research contracts requiring that the intellectual direction rests solely with the sponsor or a collaborator rather than with the Institute's faculty. Joint projects must fit KGI's independent priorities and the voluntary interests of its faculty. No project can be accepted that requires the participation of a faculty member without his/her voluntary consent and cooperation.

KGI does not accept research contracts that are deemed "classified" by agencies of the Federal government and are thus subject to publication or dissemination restrictions. Principal investigators retain the freedom to publish and present promptly all results of their research, including externally funded research. Only minimal delays (typically 60 days) will be accommodated to allow for consideration of filing patent applications, and any such delays should be specified in the agreement between the Institute and the funding entity.

Research contracts may require KGI and its faculty and staff to maintain confidentiality of certain data and know-how, provided that this requirement does not preclude public reporting of results and does not conflict with any other KGI policies. Any such areas of confidentiality must be specified in the contract agreement.

D. KGI Organization and Committee Structure

All Keck Graduate Institute Faculty serve as members of the Graduate Faculty Assembly (GFA), which meets bimonthly. A quorum requires 50% attendance of voting faculty. The Assembly is chaired by a Faculty Assembly Chair who is elected by the faculty on a two-year term as specified in section F, and represents KGI on the Claremont Colleges Intercollegiate Faculty Council (IFC). The faculty participate in the non-academic operations of KGI by assignment, on a rotating basis, to institutional committees with shared responsibility and authority for specific areas of activity such as facilities, budget, and development. These assignments will be made by the President (or designee) with the

advice and consent of the Deans and faculty before the beginning of each academic year. The specific responsibilities and organizational structure of each assignment and/or committee may vary from time to time. Faculty will also participate in governance of the Schools. The Schools' governance structures will be defined in their respective School Appendices to this Handbook

E. Voting Privileges of the Faculty

All full-time members of the KGI faculty, defined as individuals whose appointments demand 75 percent or more of their time, have voting privileges, excluding those whose appointments are for one year or less. As members of the faculty, the President, academic deans and academic associate deans holding faculty appointments also have voting privileges. Voting privileges may be extended by action of the faculty to part-time faculty when the faculty determines that continuous service to KGI warrants such action.

Those faculty members who hold at least half-time appointments at KGI and also have appointments at one or more of the other Claremont Colleges equivalent to at least 30 percent time also have voting privileges. The Claremont Colleges library appoints an embedded librarian to each member of the consortium. KGI's embedded librarian is a non-voting ex officio member of the faculty.

Voting privileges in the Schools as defined in Appendices A and B will be consistent with this Section E.

F. Election of the Faculty Assembly Chair

The Graduate Faculty Assembly Chair presides over the Graduate Faculty Assembly (GFA), consults with the President (or designee) concerning faculty representation to KGI committees, serves as an ombudsman for the faculty with the administration, and represents all KGI faculty in the Intercollegiate Faculty Chair Committee of the Claremont Colleges and at the Academic Affairs Committee for the Board of Trustees. The Chair is provided credit for service and/or release time, as appropriate, for serving in this capacity.

The Executive Committee of the Assembly shall be comprised of one SALS representative and one SoP representative. The position of Chair of the Faculty Assembly will alternate between the two representative every year. The Chair of the Faculty Assembly shall be the presiding officer at meetings of the General Faculty.

The Chair of SALS and Chair of SoP shall serve for staggered terms of two years. In the first year of their terms, each chair will act as representative for his/her college in the Executive Committee. In the second year of their terms, each chair will become the Chair of the Faculty Assembly. Each representative can be re-elected for an additional two-year term, after which he or she shall be ineligible for re-election to the same office for a period of two years.

G. Faculty Grievance Procedures

1. Purpose

The purpose of this section is to provide a process for the prompt and fair resolution of grievances. This procedure shall be the exclusive means of resolving formal

grievances, however, faculty members are encouraged to resolve concerns that might give rise to grievances, early, informally, and collegially.

2. Definitions

- 2.1 Grievance: A claim in writing made by a faculty member to KGI concerning a decision process undertaken by a person or group acting in an official capacity that directly and materially affects the grievant as an individual in his or her professional or academic capacity and that the faculty member believes has violated his or her rights. Grievances might arise in connection with, for example, processes for faculty contract renewals, promotions, allocation of research resources, alleged breach of academic integrity or disputes regarding ownership of intellectual property. A grievance does not include dissatisfaction with a general Institute policy or process, but may include dissatisfaction with an alleged improper process or application of a policy.
- 2.2 Respondent: A formal grievance may be filed against any specific decision maker (including officer) of the KGI administration. A grievance cannot be filed against the Institute's administration or faculty in general.
- 2.3 Grievable issues: Proceedings are limited to considering whether there was a breach in the process used in making the decision. Accordingly, only the following questions are reviewed:
 - a) Were the proper facts, criteria and policies brought to bear on the decision?
 - b) Were improper or extraneous criteria brought to bear on the decision?
 - c) Were there any procedural irregularities that substantially affected the outcome of the matter?

3. Grievance Committee

The Grievance Committee is an ad hoc committee elected to hear a specific grievance with at least one representative from each school. It consists of five ladder faculty, who are without conflicts of interest to hear the specific grievance, and are elected by the faculty of the institute as specified in the committee charter. The committee charter, to be approved by the President, will include provisions for electing a committee chair and rules for conducting meetings that are in accord with this policy.

4. Grievance Process

- 4.1. Informal resolution is encouraged. Prior to filing a grievance, a faculty member is encouraged to seek resolution by talking with the involved parties. A faculty member desiring information about and assistance with grievable issues should consult with the HR Director, the academic Dean or designee, or the President (or designee).
- 4.2. Filing a grievance. A grievance is initiated by filing a written statement with the Director of Human Resources, who will then initiate election of the grievance Committee. The grievance must identify the grievant and the respondent(s)

and must specify a statement of facts upon which the grievable issues are based, including the date of the process giving rise to the grievance, the procedure or faculty rights allegedly violated, and the remedy sought.

- 4.3 Timeframe for Proceedings. Formal procedures must be initiated as soon as possible, but no later than six months after the outcome of a decision process giving rise to a grievance. If a grievance has not been filed after the expiry of six months, the grievance will be considered waived. The Grievance Committee and the President will make every effort to complete the grievance process and reach final resolution within 90 calendar days of the date of the filing of the grievance. A grievance may be withdrawn by the grievant at any time.
- 4.4 Grievance Committee review and recommendation. The Grievance Committee will hold hearings as it determines is necessary, calling for oral or written testimony of anyone who may be involved or have particular knowledge of the case. Each party shall have the right to call witnesses of its own choosing at any grievance hearing. Adhering to the definition of grievable issues specified in section A.2, above, the Grievance Committee will prepare a written report of its findings, conclusions and recommendations, and issue it to the named parties and to the President.
- 4.5 President's final decision. The president will review the committee report, and, in his or her discretion, may meet with the grievant, and will thereafter issue a final written decision and transmit his or her decision in writing to the members of the Grievance Committee, the complainant and the respondent(s).
- 4.6 Grievances involving the President. In the case of grievances against the President, the Board of Trustees will conduct the review specified in 4.5.

H. KGI Operational Policies

KGI Faculty are also governed, as employees of the institute, by the KGI Operational Policies, which are revised from time to time and published on Sakai (KGI Policies) and are incorporated here by reference.

III. Appointments, Contract Renewal and Promotion

This section summarizes our general expectations and procedures concerning all KGI faculty appointments, contract renewals and promotions. Any faculty member's rights and duties also are subject to the specific terms and conditions of the Appendix related to his/her School and of his or her contract (including, but not limited to, provisions for termination with or without cause), which terms and conditions supersede any contrary or inconsistent provisions in this Handbook.

A. Professorial Appointments and Ranks

1. **Appointment authority:** The President has the authority to make faculty appointments upon recommendation of the Dean of the respective School (henceforth Dean), which are then reported to the Board.

2. **Faculty Ranks and Titles:** KGI uses the traditional professorial ranks of assistant, associate and full professor. These full-time ladder faculty have responsibilities for teaching, scholarship and service. KGI also employs other titles used to fit particular circumstances, including research faculty, professor of practice, instructor, industry professor, clinical adjunct faculty, adjunct professor, visiting professor, and professor-at-large. Specialized terms of employment for these titles are defined in Section III.H. Other professorial categories may be established from time to time.
3. **Appointment terms:** Full-time appointments of ladder faculty (Assistant, Associate and Full Professors) are usually for a term of six years. Initial appointments for six years are contingent on a favorable mid-term review occurring during the third year. Faculty contracts typically start on July 1 and end on June 30. Procedures for renewing contracts are detailed in Section III.B. To fit the needs of the Institute and those of the individual, faculty may be appointed for shorter terms, which will be specified in their contracts.
4. **Appointment to Named Professorship:** Appointments to named professorships are made by the President upon the recommendation of the Dean. Such appointments follow the terms and conditions of other professorial appointments.
5. **Joint Appointments:** Joint Appointments will be made by the President based on a recommendation from the Deans. Faculty members who have a joint appointment in more than one school within KGI will have a majority appointment in one school. Evaluation, contract renewal, and promotion will follow the processes of the majority school. The other school(s) should have an opportunity to have input in these processes.

B. Performance Evaluation, Contract Renewal and Promotion

1. Policy

- 1.1 Recommendations for contract renewal and promotion. Recommendations for contract renewal and promotion are based upon the assessment of the faculty member's performance and contribution to the major educational and scholarship goals of the institute and schools as well as the reflection of those goals in his or her own growth as a faculty member. Criteria for renewal and promotion are tied to teaching performance, scholarly achievement and service and professional activity and are described in School policies in Appendices A and B to this Handbook.
- 1.2 Performance criteria for faculty evaluation. Performance criteria for faculty evaluation may change over time as a result of, for example, evolution of academic disciplines, changes in grant-funding environment, or changes in service roles. The annual performance review in which each faculty member reviews his or her performance with the academic Dean or designee takes such changes into account. (See Sec. III.E.)

- 1.3 Academic Freedom is protected. Contract renewal and promotion shall not be denied because of those activities guaranteed by KGI's academic freedom policy. Protected are activities such as publication or other expression of views in disagreement with, or critical of, the institution, its administration, its supporters, or the pursuit of a line of research considered contrary to the financial interests of KGI and its supporters, provided that such research meets the criteria for quality and integrity and is in accord with all other KGI policies. KGI explicitly forbids retaliation against a faculty member for any statement or action guaranteed by its academic freedom policy.
- 1.4 Extension of Time. The employment contract and review periods for renewal and promotion of a faculty member granted leave under the Family Medical Leave Act, California Family Rights Act and/or California Pregnancy Disability Leave Act may be extended for the period of such leave or until the next full evaluation cycle, at the request of the faculty member and subject to the approval of the School Dean.

2. Promotion and Renewal Reviews: Policies and Procedures

- 2.1 Initiation of Review. The promotion and renewal process will be initiated by the faculty member in conjunction with the Dean or designee and proceed in accordance with each School's Appendix to this handbook. The purpose for the school-level review is to assess the candidate's contribution to his/her discipline and to achieving the mission of the School. Following the review at the school level, institutional review by the President will consider issues of institutional mission, excellence and equity.
- 2.2 School Promotion and Review Committees. Each School will establish either a standing Promotion and Renewal Committee or ad hoc Promotion and Renewal Committees that will manage the promotion and renewal process. Each Promotion and Renewal Committee (excluding Mid-term reviews) shall include at least one member from another School to ensure institutional information flow regarding norms, expectations, and standards across KGI.
- 2.3 General Renewal Criteria. The decision to renew a contract requires a finding that the faculty member has performed productively in accord with school and institutional guidelines. Recommendations for renewal as an assistant professor are based on teaching performance and promise of scholarly achievement as well as a record of significant service; associate and full professors must have acquired a measurable track record in all these areas to warrant renewal. A high degree of collegial, innovative participation in the development of KGI at all levels is considered essential. The renewal decision may be influenced by the continuing need for the faculty member's particular expertise and range of contributions to the strategic direction of KGI and KGI's financial condition, as these may change over time. Collectively, the faculty are consulted in the process of setting and changing the strategic direction of KGI and its Schools as described in Sec. III.F.

- 2.4 General Promotion Criteria. Evidence of continued contributions to teaching, scholarship and service should be evident from activities in these areas in the five years immediately preceding the date candidates apply for promotion.
- 2.5 Schedule of Reviews: Six Year Contracts. A typical schedule of reviews for ladder faculty holding a 6-year contract (in addition to annual reviews described in Sec. III.D) is outlined below:
- 2.5.1 *Mid-term review:* during the initial six-year appointment: a mid-term review is conducted in the third year of the appointment. (See Sec. III.B.3.)
- 2.5.2 *6th year review and subsequent renewal reviews:* in the final year of the contract. (See Sec. III.B.4.)
- 2.5.3 *Promotion reviews:* Faculty may be considered for promotion from Assistant to Associate Professor, or Associate Professor to Professor in conjunction with a contract renewal review. (See Sec. III.B.4.)
- 2.6 Annual Reviews: Contracts of less than six years. Other Faculty, except as provided in Section III.H. will be reviewed annually, and an evaluation for contract renewal will be initiated before the end of the contract term. The end of the contract term serves as notice of nonrenewal, unless the Dean determines that the contract will be renewed. The process and criteria for renewal and promotion (if applicable) of individuals holding these titles are described in Section III.H.

3. Evaluation Procedures: Mid-Term Review of Initial Appointments

In the third year of an initial appointment, a mid-term review will be conducted using the following process.

- 3.1 Candidate's Dossier. The candidate will prepare a dossier and submit to the Chair of the relevant Promotion and Renewal Committee by **January 15th**. Each School will establish policies on materials to be included in the dossier for mid-term review of initial appointments, to include at minimum, the following items:
- An executive summary (not exceeding 2 pages) explaining the candidate's key accomplishments in the areas of teaching, scholarship and service
 - Current curriculum vitae of the candidate
 - All annual activity reports since arrival at KGI
- 3.2 PRC Committee Chair. The Chair of the PRC must not be at a lower academic rank than the academic rank for which renewal and/or promotion is being reviewed. Each School may establish additional criteria for serving on the PRC.
- 3.3 PRC Consideration and Recommendation. Participating members of the PRC will review the dossier and recommend whether the faculty member should receive a continuation of his/her appointment through the sixth year. In consultation with the candidate, the committee may add material to the dossier as deemed appropriate. A letter justifying the recommendation by the PRC will be submitted to the Dean **no later than March 15**.

- 3.4 Dean's Consideration and Recommendation. After considering the dossier and letter from the PRC, and such other matters as he or she may deem important, the Dean will make a recommendation on whether the faculty member should be given (a) a continuation of his/her appointment to the sixth year, (b) a warning that his/her contract may not be renewed after the sixth year unless certain actions are taken, or (c) a one-year terminal contract. If the Dean recommends option (a) or (b), the Dean will send a letter which conveys the decision to the faculty member **no later than June first**. If option (b) is recommended, a letter shall be included that explains the list of actions that must be taken by the faculty member and a mentoring plan must be put in place. A copy of the letter sent to the faculty member will be submitted to the President's office. If the Dean recommends a terminal contract, the Dean will forward this recommendation to the President **no later than April 15th**.
- 3.5 President's Consideration and Decision. In cases where a one year terminal contract is being considered, the President will review the dossier, letter from the PRC and the Dean's recommendation, and other matters as he or she may deem important, and make a final decision about whether the faculty member's contract should be continued to the sixth year with warnings, or ended with a one-year terminal contract. The President's decision to terminate the contract will be communicated by a letter to the faculty member no later than **June 1st**. If the President decides to continue the contract with warning, a letter explaining the mentoring plan and a list of actions needed for contract renewal will be provided to the faculty candidate by the Dean no later than **June 1st**.

4. Evaluation Policy and Procedures: Promotion and/or Contract Renewal in the Sixth Year of Appointment

- 4.1 Policy. In the sixth year of appointment, faculty candidates will be evaluated for promotion and/or contract renewal in accord with the process outlined below.
- 4.1.1 An assistant professor will generally apply for promotion and renewal at the same time. An associate professor will have the option of applying for promotion and renewal or just renewal. All promotions will be accompanied by a new six-year contract.
- 4.1.2 Reviews for promotion may be initiated earlier, at the discretion of the Dean, for faculty joining KGI with prior relevant academic, clinical, governmental or industry experience. Such reviews for early promotion will be coupled with reviews for contract renewal.
- 4.1.3 Criteria for promotion from assistant to associate professor and for promotion from associate to full professor are set forth in the School Appendices.
- 4.2 Promotion Procedure and Timeline. The following procedures will be used for all KGI faculty promotions, regardless of rank:
- 4.2.1 *Candidate's Responsibilities*
- a) The candidate will submit a letter of intent to apply for renewal and promotion along with a current CV to the Dean and/or Department

Chair and the Chair of the Faculty PRC by **September 1st** in their contract renewal year. Earlier submissions may be accepted at the discretion of the Dean. The letter of intent should include a list of three to five external references who can address the faculty candidate's performance in the areas of teaching, service and scholarship.

- b) The candidate will discuss the strength of his/her application for promotion with the Dean and/or Chair prior to its submission to the PRC. If the Dean and/or Chair determines that a faculty renewal application would more likely be approved if it were limited to renewal without a request for promotion, the candidate may consider whether to withdraw the candidacy for promotion and proceed with evaluation for contract renewal alone, or to proceed with evaluation for promotion and renewal. The faculty member may proceed with promotion and renewal even if the supervisor deems this decision unwise.
- c) The candidate for promotion and renewal will prepare a dossier and submit to the PRC Chair by **October 15th**, including the following items:
 - An executive summary (not exceeding 2 pages) explaining the candidate's achievement of levels required for renewal and/or promotion in the areas of teaching, scholarship and service
 - A current curriculum vitae of the candidate
 - Complete description of all activities pertaining to teaching, scholarship and service
 - Appendix of activities since arrival at KGI including: all annual activity reports, copies of papers published, project abstracts for funded grants and list of co-PI funded grants, sample instructional materials and sample student and peer teaching evaluations
 - Appendix may contain other evidence of excellence in teaching, scholarly contributions and service to KGI, the profession, and society.
 - Other material or reviews by the Dean or designee as may be determined by School policies.

4.2.2 PRC Responsibilities

- a) The PRC Chair, upon receipt of the dossier and supporting materials, will convene a meeting of the Committee. The Chair of the PRC must not be at a lower academic rank than the academic rank for which renewal and/or promotion is being reviewed. Each School may establish additional criteria for serving on the PRC.
- b) In consultation with the candidate, the committee may include additional material in the dossier as deemed appropriate and in accord with provisions in the school's Appendix. Significant information updates such as acceptance of publications or funding of grants can be submitted to the committee by **January 15th**.
- c) The PRC Chair will distribute a list of faculty being evaluated for promotion and/or renewal. School Faculty members may, at their own discretion, write a letter of comment that shall be included with the dossier. To the extent permitted by law, individual faculty member recommendations will be kept confidential.
- d) The PRC Chair will solicit confidential letters of recommendation from external scholars in the candidate's area of study who know the candidate, and letters from external scholars who do not know the candidate personally. The Chair may also solicit letters from students and former students.
- e) Each school will establish a policy on whether the PRC Chair will solicit a letter of recommendation from the Dean or Department Chair.
- f) Participating members of the PRC will review the dossier and make a recommendation on renewal and/or promotion. Committee members may make a recommendation that they favor promotion and renewal, favor renewal or are opposed to renewal.
- g) A letter summarizing the committee's recommendations on renewal will be sent by the PRC Chair to the Dean by **February 1st**. The letter will include an assessment of the candidate's performance and a tally of the recommendations favoring promotion and renewal, renewal or opposed to renewal.

4.2.3 Dean's Responsibilities

- a) The Dean of each School will establish a policy concerning any faculty vote to be conducted prior to making a recommendation on promotion and/or renewal.
- b) After considering the dossier and the letter from the PRC, and such other matters as provided in the School Appendix and as he or she may deem important, the Dean will write a letter of recommendation to the President regarding contract renewal and/or promotion. This letter will be submitted to the President by **April 1st**.

4.2.4 President's Responsibilities

The President will consider all of the evidence available and such other matters as he or she may deem important, make the final decision on the candidate's

contract renewal and/or promotion, which will be final and binding on the parties. The President will notify the candidate and the Dean of the decision **by June 1**.

4.2.5 *Effective Date*

The promotion and renewal will be effective **July 1st**.

Promotion & Renewal Timeline Summary					
Candidate submits letter of intent to Dean/Dept. Chair & Chair of PRC*	Candidate submits dossier to Dept. Chair and Chair of PRC*	Committee forwards decision to Dean	Dean's recommendation forwarded to KGI President	KGI President makes final decision	Promotion effective date
Prior to Sept 1	October 15	February 1	April 1	June 1	July 1

*Promotion and Renewal Committee = PRC

4.3 Reapplication for Promotion. An individual who has been denied promotion may reapply after making additional progress toward meeting the expectations of the School and Institute

4.4 Grievance Concerning Process. Any grievance regarding the procedures used in considering the contract renewal will follow the procedures laid out in the Faculty Handbook (Sec. II.G.).

C. Criteria for Initial Appointment, Promotion and Renewal

Criteria for initial appointment, promotion and renewal and documentation thereof, will be specified in each school's Appendix to this faculty handbook.

D. Annual Performance Reviews and Salary Adjustments

- 1. Dean's Review.** The School Dean (or designee) shall annually review the performance of faculty. This annual confidential performance review will be used for formulating salary adjustment recommendations, setting expectations for performance in the coming year and assessing an individual faculty member's progress toward contract renewal and/or promotion. The faculty member and the Dean (or designee) shall review and sign a written copy of the annual performance review which outlines, if necessary, actions to be taken by the faculty member to strengthen his/her case for contract renewal and/or promotion. If the review is performed by the Dean's designee, a copy of the signed annual review will be sent to the Dean.
- 2. School Procedures.** Each School shall establish procedures for gathering relevant information from all sources, including student evaluations and peer judgments, as part of the annual and periodic reviews of faculty performance in relation to the standards established by the School under Section III.C. Individual faculty members shall have the opportunity to submit materials deemed relevant to their reviews, as such information becomes available. Faculty members shall have access to all material submitted for their evaluation and the opportunity to respond in writing.

3. **Faculty File Annual Report.** Not later than **March 1**, each full-time and part-time member of the faculty is expected to file an annual report with the Dean or designee outlining his or her activities for the previous calendar year in accord with School and KGI standards. All KGI faculty members will use the annual report to disclose any consulting and outside activities in keeping with KGI's Conflict of Interest Policy.
4. **Availability of Report.** The annual reports are available to the faculty and administration, committees or individuals considering renewal of contracts, promotion, or other awards and honors, but will normally be kept private within KGI.
5. **Results of Reviews.** The results of all reviews will be discussed with the individual faculty member and maintained in the personnel file.
6. **Salary Adjustments.** Salary adjustment shall be based solely on merit. Merit shall be assessed by the Dean using all reasonably available sources, including the annual activity report and annual performance review.

E. Evaluation of Teaching

Student Evaluations of Instruction provide one measure of an instructor's teaching abilities and are part of an overall program to strengthen active teaching and learning at KGI. Students are regularly provided a confidential means to evaluate the contents of individual courses and the effectiveness of the teaching in those courses. The Dean (or designee) and peer evaluators should visit classrooms, laboratories and/or seminars for the purpose of evaluation. These evaluations are maintained on a confidential basis by the Dean of the School and are shared with the subject faculty member. These evaluations are available to the Promotion and Review Committee of each School.

F. Strategic Direction

The faculty has an explicit role in determining KGI's academic direction and participating in development of KGI's strategic plan and the plans for the Schools. The KGI faculty and School faculty are key in preparing and revising from time to time the aspects of the strategic plan that describe the intended goals and objectives of the educational and research programs at KGI and in the Schools, and their intended combination. The KGI and School plans provide a guiding vision, rather than a prescription, for faculty hiring and program offerings. Because faculty composition is determined in part by the needs implied by KGI's strategic direction and plans, the plan(s) must be formally cited if a faculty contract non-renewal is based in whole or in part on a change in KGI's strategic direction.

G. Notification Dates

Resignations should be presented to the Institute no later than **April 1**. Notification of non-renewal of a faculty contract is to be given no later than **June 1**.

H. Other Faculty Titles

The terms and conditions of individuals holding the following faculty titles are defined in their individual contracts.

1. Research Professor (with rank)

Definition and Appointment. An individual may be appointed as a Research Professor at the rank appropriate to his or her background and experience [Assistant, Associate or (full) Professor], by approval of the Dean and the President with input from the faculty. Because the appointment of a Research Professor typically arises as a “target of opportunity,” standard faculty search processes (Section IV) may not apply.

Responsibilities. Research Professors’ activities are focused predominantly on research but may include some teaching responsibilities. Research Professors may serve as Principal Investigators on contract research grants; may advise students in independent study and research; may supervise doctoral students; may serve on committees for review of faculty promotion and contract renewal; and are expected to accept a reasonable amount of committee and other faculty administrative assignments. Research Professors and their support personnel, if any, are normally expected to be financed by externally funded research grants.

Terms of Employment and Performance Reviews. Performance reviews, renewal and promotions of Research Professors generally follow the guidelines spelled out in this Handbook for ladder faculty; however, annual review and promotion and/or renewal criteria focus predominantly on performance in research and scholarly activity, development of external research support, and service to KGI and to the scientific community.

2. Professor of Practice

Definition and Appointment. Professors of Practice fill particular teaching or service needs deemed necessary to prepare KGI graduates. An individual may be appointed as a Professor of Practice by approval of the Dean and President with input from the faculty. They may be given multiple-year employment contracts. Because the appointment of a Professor of Practice typically arises as a “target of opportunity,” standard faculty search processes (see Section IV) may not apply.

Responsibilities. Professors of Practice are generally expected to commit a greater proportion of time to teaching and/or service than ladder faculty. Professors of Practice are not expected to perform research or scholarly activity; however, the provisions of consulting activity as described in Section IX.D apply to Professors of Practice to help ensure that their teaching remains current in their field of expertise.

Terms of Employment and Performance Reviews. Performance reviews and renewal of Professors of Practice generally follow the guidelines spelled out in this Handbook for ladder faculty; however, review and renewal criteria will focus on performance in teaching and/or service to KGI and service to the individual’s professional community, on a case by case basis as previously negotiated with the Dean.

3. Industry Professor

Definition and Appointment. Faculty who are employed jointly by industry and KGI may be appointed as Industry Professors.

Responsibilities. As part-time employees, industry professors will negotiate their relative contribution to teaching, service, and scholarly activity on a case by case basis with the Dean. Due to their joint employment in industry and part-time status, provisions regarding consulting in Section IX.D will generally not apply to industry professors.

Terms of Employment and Performance Reviews. Performance reviews and renewal of Industry Professors generally follow the guidelines spelled out in this Handbook for ladder faculty; however, review and renewal criteria will focus on performance in teaching and/or service to KGI, on a case by case basis as previously negotiated with the Dean.

4. Clinical Adjunct Faculty

Definition and Appointment. These are non-salaried faculty appointments for individuals who volunteer their services to provide experiential education in an introductory (IPPE) or advanced practice (APPE) settings in the SoP. Exemplary preceptors are role model practitioners and effective teachers who encourage self-directed learning with constructive feedback to student pharmacists.

Appointees shall be accorded the title of Clinical Adjunct faculty at the Assistant, Associate, or full Professor level. Appointment as a clinical adjunct professor does not imply that the appointee has the qualifications necessary for appointment to one of the ladder professorial ranks. Because the professional qualifications, experience and reputation of individuals appointed as adjunct academic staff will vary considerably, there is no equivalence between adjunct and ladder titles. However, criteria for the adjunct professorial ranks will generally follow those of ladder faculty titles.

Responsibilities. Clinical Adjunct faculty are expected to convey professional knowledge and provide quality mentoring and evaluation of student pharmacists. On occasion, Clinical Adjunct Faculty may also be retained as Part-Time or Adjunct Faculty and in such event shall have the rights, privileges and obligations of Part-Time or Adjunct Faculty.

Terms of Employment and Performance Reviews. Clinical Adjunct Faculty are not considered employees, and such the title is honorary. Application and appointment procedures, privileges, and criteria for determination of rank and annual review are specified in Appendix B of this Handbook.

5. Adjunct Faculty

Definition and Appointment. An Adjunct Professor appointment is given by the Dean to an individual who teaches for KGI part-time. Appointees may be accorded the title of Adjunct faculty at the Assistant, Associate, or full Professor level.

Responsibilities. Adjunct professors are hired primarily to teach and mentor students.

Terms of Employment and Performance Reviews. Adjunct appointments expire at the end of the contract period. Specific terms of employment are included in the employment contract.

6. Visiting Professor (with rank)

Definition and Appointment. A Visiting Professor appointment is appropriate only for a temporary assignment at KGI with a designated term.

Responsibilities and Terms of Employment. Responsibilities and terms of employment will be specified in the employment contract, which will include Sections IX, X and XI, and, if applicable, Section VIII of the Faculty Handbook.. Other terms and processes set forth in this Faculty Handbook do not apply.

7. Professor at Large

A Professor at Large is a notable individual in his or her field who will teach occasional sessions in his or her area of expertise, and is appointed by the President. Terms of this Faculty Handbook do not apply to this position.

8. Instructor

Definition and Appointment. An Instructor is an appointment is given by the Dean to an individual who teaches for KGI full time, but has not completed a terminal degree or lacks the experience typically required for a ladder faculty appointment.

Responsibilities and terms of employment. Instructors are hired primarily to teach and mentor students and terms of employment will be specified in the employment contract. Performance reviews and renewal of Instructors generally follow the guidelines spelled out in this Handbook for ladder faculty; however, annual review and renewal criteria will focus on performance in teaching and/or service to KGI, on a case by case basis as previously negotiated with the Dean.

IV. The Faculty Search Policy and Process

Initiation of a faculty search must be approved by the President following consultation with the Dean and the faculty. Once approved, the Dean appoints a search committee typically comprised of three or more individuals. If the faculty member is to hold a joint appointment among KGI Schools, the search committee will be appointed by the Dean hosting the primary appointment, in consultation with the other Dean(s) and appointing authority.

A statement defining the position and appropriate language for advertising the position is drafted by the search committee. The HR Office places advertisements as requested by the search committee. Under normal circumstances advertisements are placed in professional journals, on the KGI web page and other web sites, and in publications and/or listservers. Applications are reviewed by search committee members.

On-campus interviews are arranged by the search committee chair. Hiring recommendations are made by the committee with input from the faculty in accord with each School's Appendix to this handbook. Any recommendation is advisory to the Dean and the President.

Upon approval, the Dean negotiates an offer with the selected candidate, after consultation with the President regarding terms. These terms are confirmed in a formal offer of employment, requesting return of a signed copy to signify acceptance of the offer. A copy of the offer is kept in the HR Office.

After completion of the search, the search committee chair oversees preparation of a search report containing the following elements:

- Names of search committee members and chair
- List of publications and agencies, groups, web sites, e-mail lists, persons or organizations utilized for advertising the position
- Total number of applicants for the position
- Applicant data information (race, gender, veteran status) voluntarily provided by applicants or to the extent otherwise available. Such data is for statistical purposes only
- Dates of finalists' on-campus interviews
- Search Committee decision (dated)

The search report is kept on file in the office of the Dean with a copy forwarded to the HR office.

V. Professional Development

A. Research Development Accounts

1. Purpose of Policy

This policy provides guidance for faculty and staff on appropriate parameters for administering KGI research development accounts (RDAs). Such parameters include the types of expenses that faculty may charge to RDAs and the timing of spending from RDAs.

This policy serves as a supplement to other KGI policies related to expenses and spending, such as the Signature Authorization Matrix (Board-authorized signers) and the Travel and Entertainment Reimbursement Policy (updated annually).

2. Purpose of RDAs

RDAs are typically authorized only at the hiring date for those faculty members who require resources to launch their research efforts. RDA funding is intended to allow research activities to begin before the first external grants arrive, and to bridge minor gaps between subsequent external grants. However, the Dean of the faculty member's School may also authorize RDA supplements according to pre-defined policies for reward or stimulus to augment the research efforts of faculty, or to

provide emergency funding in situations involving short-term essential personnel or laboratory expenses when external funding is imminent.

KGI provides an RDA account with the expectation that external research funding secured by the faculty member will eventually replace the research account as it is spent down.

3. Types of Expenses Charged to RDAs

Faculty members are expected to charge their RDAs only for goods and services necessary to support their research efforts at KGI. Standard KGI policies regarding employment, purchasing and expense reimbursements apply to items funded by RDAs. The following three lists define types of expenses that are appropriate or not appropriate to charge to RDAs.

3.1 Examples of Allowable Research Expenses (with no additional authorization required)

- Laboratory equipment below KGI's capitalization level (cost of less than \$5K per item)
- Computer equipment below KGI's capitalization level (cost of less than \$5K per item)
- Consultant costs related to areas of research
- Student worker salaries and fringe benefits
- Consumable laboratory supplies
- Books related to areas of research
- Subscriptions to professional journals
- Memberships in professional associations
- Transportation, lodging and meals to attend professional conferences
- Local restaurant meals with research collaborators
- Cost of patent prosecution and maintenance

3.2 Examples of Allowable Research Expenses (with authorization from the Dean and/or the Dean of Research having budget oversight)

- Laboratory equipment above KGI's capitalization level (cost of \$5K or more per item)
- Computer equipment above KGI's capitalization level (cost of \$5K or more per item)
- Research staff salaries and fringe benefits
- Ph.D. student stipends and fringe benefits

3.3 Examples of Unallowable Research Expenses

- Summer salaries and fringe benefits for faculty on 9-month appointments
- Other faculty salaries and fringe benefits
- Personal goods and services unrelated to KGI research efforts

4. Capital purchases are KGI property

All laboratory and computer equipment charged to RDAs are the property of KGI. If a faculty member wishes to purchase any such equipment when departing KGI, the Dean of the School may authorize KGI to sell the equipment to the faculty member at the fair market value for used equipment of similar type, age and condition, as determined by secondary market pricing sources.

5. Timing of Spending from RDAs

Spending from RDAs has an immediate and direct impact on KGI's operating budget. During times of budget constraints, the Dean(s) of the School(s) may direct faculty members to suspend or curtail spending from their RDAs for a certain period of time.

Spending from an RDA is not permitted beyond the end of a faculty member's term of service at KGI. An unexpended RDA balance reverts to KGI at the time a faculty member departs KGI.

B. Sabbatical Leaves and Leaves without Pay

To enhance their professional development and thereby increase the value of their service to KGI, ladder faculty on contracts calling for 75 percent employment or greater (regardless of professorial rank) are entitled to petition to the Dean for (1) sabbatical leave after they have completed six years of equivalent full-time service with KGI, and/or (2) leave without pay at any time. Petitions should be made at least nine months before the requested start date of the leave. Sabbatical leaves may be for up to 12 months; leaves without pay may be for up to 24 months and in the aggregate may not exceed 24 months in any five-year period. Both sabbatical leaves and leaves without pay are a privilege and not a right. The timing of such leaves is negotiated between the faculty member and the Dean, but in general should be scheduled so as to cause the least disruption to KGI and particularly to KGI's teaching program. The decision of the Dean may be appealed to the President.

The maximum rate of sabbatical accrual is one year for each six years of full-time service, or its equivalent. A faculty member taking a sabbatical leave is expected to return to the Institute for a period of active service of at least one year. A suitable report of professional development activities and accomplishments during the sabbatical period is filed with the Dean and/or the President (or designee) at the conclusion of the leave.

The period of a leave cannot extend beyond the term of the employment contract. Time spent on a sabbatical leave is counted as time under contract. Consequently, a sabbatical leave cannot extend a contract. Upon petition to the Dean and/or the President (or designee), a contract can be interrupted during the period of a leave.

Sabbatical salary is at the rate of 50 percent of base salary. A faculty member may elect to receive 100 percent of base salary for a six-month period as equivalent to a full-year sabbatical at 50 percent of base salary. A faculty member on sabbatical leave is eligible to continue full participation in the combined health, accident, life insurance and pension programs offered by The Claremont Colleges, in addition to any other benefits as provided by KGI policies. Faculty on leave without pay who wish to continue these benefits may do

so by paying both the employer and the employee portions of the associated expense, subject to approval of the provider of these benefits and compliance with applicable laws.

VI. Academic Obligations of the Faculty

A. Approval of Degree Candidates

A student working toward any KGI degree will be granted that degree, subject to approval of the President and Board of Trustees, when the faculty of the School approve such an award by a simple majority vote. The Dean then confirms or contests the award, and forwards these results and recommendations to the President. The President makes the final decision to award the degree, subject to approval of the Board of Trustees. The requirements for granting a degree include the satisfactory completion of the program of study in good academic standing. Students on academic probation may be granted degrees under exceptional circumstances.

B. Grading Policies

1. **Faculty Responsibility.** The faculty are responsible for assessing the performance of each student enrolled in a course and rendering this assessment in a grade that becomes part of the student's academic record. Presentation skills, both written and oral, are considered to be an important part of the student's performance, in addition to the mastery of the material, and the originality and thoroughness of the work. The faculty are responsible for clarifying to enrolled students the grading criteria in their courses. The faculty may change the manner, type and reporting format for grading students' performance; such changes are not considered to be revisions to this handbook under Section XII.
2. **Grading Scale.** The grading and assessment of student performance is a critical part of the educational process and is taken very seriously at KGI. There is a wide range of course formats, project requirements, and presentation requirements that require different means of assessment. While the form may vary, the faculty are responsible for reporting on the performance of each student enrolled in a course. Only courses in which A, B, C, or Pass are earned may be counted in satisfaction of degree or certificate requirements. A course in which a student receives an F grade does not count towards meeting the unit requirement for a degree or certificate, but does count in computing the grade point average. The GPA listed on a student's transcript will include all courses taken. However, only KGI courses will be considered in determination of the student's academic standing. School-specific grading requirements must be consistent with this policy and can be found in the School's Appendix to this Handbook.

Standard Grading Basis

A+	= 4.0	B+	= 3.3	C+	= 2.3	F	= 0.0
A	= 4.0	B	= 3.0	C	= 2.0		
A-	= 3.7	B-	= 2.7	C-	= 1.7		

P/NP = Pass/No Pass. Selected courses only. Not included in the GPA calculation.

Other Notations

I = Incomplete AU=Audit

W = Withdrawal (Excused or voluntary withdrawal from a course)

WF = Withdrawal - Fail (Unexcused failure to complete course requirements, e.g. attendance, papers.)

GP = Grade Pending

CE = Currently Enrolled

3. **Confidentiality.** In the interest of protecting student privacy and in addition to FERPA requirements (sec. VI.E., below), KGI prohibits the release of student grade reports by public posting of grades and prohibits allowing general access to graded papers or reports that carry a letter grade and/or considerable qualitative criticism.

C. Faculty Advising and Mentoring of Students

All faculty members at KGI assume a significant responsibility for advising students. Each faculty member is expected to be available on campus for sufficient time to discharge this responsibility. This responsibility is directed primarily to academic advisees or mentees who are assigned to the faculty member and to students enrolled in the faculty member's course(s) or participating in projects supervised by the faculty member. However, faculty are encouraged to be mindful of students' needs for general academic and career counseling. It is also important that faculty be alert to a student's personal condition or problems that may affect the student's ability to learn and perform and refer that student to counseling resources available at KGI and at the Central Programs and Services in Claremont.

D. Academic Standards

A high level of academic standards is critical to the overall quality of KGI. The faculty as a whole, in cooperation with the President, Academic Deans, and the Registrar, shall oversee the academic standards of the Institute including verification of fulfillment of graduation requirements and passing on academic petitions submitted by students regarding such matters as course registration, grades, and substitutions for required courses. The President (or designee) may appoint a committee of the faculty to investigate any allegations or indications of violation of academic standards upon recommendation of the Dean. Research integrity is an important aspect of academic standards, and the committee also serves as a committee for reviewing alleged breaches of research integrity. KGI follows the standards for research integrity codified by the National Institutes of Health. The procedures for investigating and dealing with violations of research integrity are referenced in Section XI of this handbook and are published in the KGI Operating Policies.

E. Privacy of Student Information and Student Access to Records

1. FERPA

The Family Educational Rights and Privacy Act of 1974, as amended, informally known as FERPA, gives students certain control over the records of their lives at educational institutions. This legislation permits student access to information about themselves and restricts release of information about students to others

without explicit consent of the student. Students are permitted to inspect and review all official records, files, and data directly related to them and to deny access to others without written consent of the student except under limited and specific circumstances. The FERPA policy is posted to KGI's Registrar's webpage² and is published in the KGI Operational Policies (POL 315).

2. Faculty Responsibilities under FERPA

Faculty are considered university officials under FERPA when they perform specific functions of their position related to the student educational experience. Faculty routinely handle education records as part of their responsibilities. They are expected to understand their legal obligations under FERPA and to ensure that education records are not used for inappropriate purposes or disclosed in an unauthorized manner. When in doubt, confer with the Registrar's Office before determining whether it is appropriate for you to disclose an education record to an external entity or to another faculty member or KGI official under the "legitimate educational interests" exception to the written consent requirement.

3. Faculty responsibilities under HIPAA

3.1 Faculty who deal with patients or patient data have a responsibility to protect confidentiality of protected health information as required by the Health Insurance Portability and Accountability Act (HIPAA). Violations of HIPAA and patient confidentiality may result in civil or criminal penalties as proscribed by the current HIPAA regulations.

3.2 HIPAA Privacy Rule, Compliance, and Resources

The HIPAA Privacy Rule is located at 45 CFR Part 160 and Part 164. The Privacy Rule establishes national standards to protect individual's medical records and other personal health information. The Privacy Rule applies to health plans, health care clearinghouses, and health care providers that conduct health care transactions electronically.

The HIPAA Privacy Rule requires appropriate safeguards to protect the privacy of personal health information, and sets limits and conditions on the uses and disclosures that may be made of such information without patient authorization. The Privacy Rule also gives patients' rights over their health information, including rights to examine and obtain a copy of their health records, and to request corrections. Additional information and resources is provided online at <https://www.hhs.gov/hipaa>

² <http://www.kgi.edu/current-students/academic-affairs/registrar/privacy-rights-and-responsibilities.html>

- 3.3 Student responsibility. Faculty acknowledge that students are required to adhere to the Health Insurance Portability and Accountability Act (HIPAA) during all rotations. Violations of HIPAA and patient confidentiality will result in removal from rotation, a failing grade for that rotation, and may result in civil or criminal penalties as proscribed by the current HIPAA regulations.

VII. Research and Sponsored Projects Administration

This section of the faculty handbook addresses matters related to (A) general research infrastructure, and (B) sponsored projects administration. Institutional Policies relating to the application for and management of sponsored projects are published in KGI's Operational Policies Series 500.

A. General Research Infrastructure

1. Research Culture

Faculty with contractual agreements that specify an expectation to conduct research are key drivers in fulfilling KGI's research mission. These faculty, as principal investigators (PIs), independently determine the topics and direction of their research efforts, in line with the principles of academic freedom. Each faculty PI further takes on managerial and administrative responsibilities for their respective research groups.

Faculty PIs are encouraged to engage in collaborative research with colleagues across the entire Institute. An atmosphere of mutual respect, collegiality, fairness and trust amongst all members of the research community is essential to promote intellectual creativity and productivity. All faculty PIs regardless of rank and school affiliation have the same privileges and responsibilities in the context of executing research at KGI. No PI / research group is a subordinate of another PI / research group. Faculty PIs and their research groups are expected to adhere to KGI's lab citizenship guidelines, which are revised periodically by the Dean of Research with input from relevant stakeholders.

2. Research Laboratory Space

All research laboratory space within the Institute belongs to KGI. Certain research laboratory spaces are allocated to individual faculty PIs. In addition, KGI maintains shared research laboratory space that is managed by the Director of Research Operations, and teaching laboratories managed by instructors or staff members designated by each school.

Research laboratory space assigned to individual faculty PIs can be reallocated, taking into account factors such as project needs, external funding, and group size. If these factors change, and the allocated research space is no longer sufficient, then the PI shall inform the Dean of Research. For initial laboratory space allocation to newly hired faculty PIs, and for any changes in laboratory space allocation to existing PIs, the Dean of Research will develop a recommendation with a timeline for implementation, within 30 days of a request for review, following input from all impacted current faculty PIs and other relevant stakeholders. This recommendation

must be endorsed by the respective school Dean(s) of the affected faculty, and by the relevant space committee. In case of disagreement among these parties, the president will make the ultimate decision. If the PI doesn't concur with the final decision, the Grievance Procedure in Sec. II.G. is available.

A faculty PI with concerns related to the physical maintenance of the lab infrastructure should advise the Dean of Research, who will work with the Director of Research Operations and the Director of Facilities to resolve the matter.

3. Safety

All researchers at KGI must follow the institute's lab safety guidelines (See Policy 527), which follow requirements set forth by the National Institutes of Health (NIH) and/or California's Division of Occupational Safety and Health (Cal/OSHA). Each faculty PI is responsible for establishing additional projectH specific safety protocols, and for training the involved researchers. To ensure the safety of individuals, and to help secure KGI property, access to research laboratories at KGI is restricted to authorized individuals only. (See Policy 536: After Hour Laboratory Access.)

Certain research projects involving recombinant or synthetic nucleic acid molecules, and cells, organisms and viruses containing such molecules, have to be reviewed and approved by an Institutional Biosafety Committee (IBC), in accordance with guidelines of the National Institutes of Health (NIH) Office of Science Policy (OSP). As an institution receiving NIH funds, KGI is required to apply these guidelines to all research projects conducted at KGI regardless of funding source. Review and approval of projects involving recombinant or synthetic nucleic acid molecules is performed by the IBC of Western University (Pomona, CA), which KGI has engaged as its externally administered IBC. For further information, please refer to the Western University IBC website, or contact KGI's Chemical and Biological Safety Officer.

4. Research Staff and Students

Each faculty PI is authorized to hire and employ research staff, including postdoctoral fellows, research scientists, technicians, and research assistants, with approval of the School Dean. The faculty PI serves as direct supervisor for said employees. Prior to hiring, and throughout the employment of said employees, the faculty PI is responsible for ensuring that sufficient external or internal funds are available for their salary support, working closely with the Office of Sponsored Projects, and with Human Resources. Human Resources provides information pertaining to employment of research staff including hiring, effort tracking and forecasting, vacation accrual, annual evaluations, promotion and raises, changes in employment status and termination. If an employee's funding situation changes, then the faculty PI is responsible for ensuring that suitable changes in employment status can be implemented within the required timeframe. If the faculty PI fails to implement the necessary changes in a timely manner, then they may be subject to disciplinary actions. If part or all of the salary of said employees will be covered through the faculty's Research Development Account (RDA), then the faculty PI also has to notify the School Dean and the Office of Research and Sponsored Projects, which tracks expenditures for RDAs. If part or all of the salary of said employees will

be covered through accounts for which the faculty PI is not the budget officer, then approval by the budget officer is required prior to hiring, and for any changes in effort allocation and salary distribution.

Each faculty member with contractual agreements that specify an expectation to conduct research may advise KGI PhD students and other KGI students enrolled in independent research for credit. Furthermore, faculty PIs may host external students and other visiting scientist to conduct research at KGI in the PI's group for a limited period of time. Please refer to the visiting scientist policy and procedure (Policy 533) for further details.

It is each faculty member's responsibility to assure that work assigned to research staff and students is in line with the projects or duties through which the research staff or students are supported. Work assigned to students and postdoctoral fellows must further be beneficial to their education and career development. Mentoring of postdoctoral fellows must be compliant with sponsor requirements. While work assignments of research staff and students may tangentially benefit the faculty member's consulting clients, part-time employer, or corporations in which the faculty member holds private equity ownership or advisory positions, these benefits must not constitute the primary motivation for the assignment or affect the conduct of the research.

5. Research Involving Human Subjects and Animals

All research involving human subjects must follow the guidelines outlined in Title 45 Code of Federal Regulations, Part 46(45 CFR 46). Although these regulations apply only to federally supported research, KGI's policy is that these guidelines be followed regardless of funding source. For all KGI investigators, review and approval of projects involving human subjects research is performed by the Institutional Review Board (IRB) of Claremont Graduate University (CGU), under contract with KGI. Please refer to the policies and procedures posted on the CGU IRB website for further information.

All investigators who conduct research involving animal subjects must submit their research plans to an Institutional Animal Care and Use Committee (IACUC). Requests for provision of IACUC approval shall be made through the institution at which animal research is conducted.

6. Responsible Conduct of Research

All KGI researchers are required to abide by the principles of Responsible Conduct of Research (RCR), which according to the NIH is defined as the practice of scientific investigation with integrity, and involves the awareness and application of established professional norms and ethical principles in the performance of all activities related to scientific research. Research active KGI faculty, as PIs of grants and contracts, senior authors of publications, supervisors of research staff, and mentors of postdocs and PhD students, have a critical role in ensuring that RCR principles are upheld. Please refer to KGI's Office of Research and Sponsored Projects for specific training requirements applicable to faculty, research staff, and students.

For addressing allegations of scientific misconduct, please refer to KGI's Policy on Research Misconduct (Policy 522), and to the associated procedures for implementing this policy, which are included in KGI's Operational Policies. This policy and the associated procedures are compliant with the requirements of, and have been filed with, the NIH Office of Research Integrity.

B. Sponsored Projects Administration

1. Sponsored Project Definition

A Sponsored Project is a project funded by an external entity through a gift, grant or contract. An external entity can include government agencies, foundations, private donors, and corporate sponsors. A Sponsored Project includes a specific statement of work or a proposal; a specific purpose; an expected outcome; and a budget. If funded, a Sponsored Project incurs an institutional commitment, reporting requirements and/or fiscal accountability. This definition of sponsored projects includes, but is not restricted to research-related projects.

Faculty-driven Sponsored Projects involve a KGI faculty member as the person responsible for project execution, and typically as the key contact person to the external funding agency. This faculty member in the context of sponsored project administration is referred to as Principal Investigator (PI).

Guidance on all aspects of sponsored projects administration is outlined in the Principal Investigators Handbook, maintained by the Office of Sponsored Research Services.

2. Principal Investigator – Eligibility and Key Responsibilities

All faculty under multi-year contract are eligible to serve as PI on faculty driven sponsored projects. Other faculty may serve as PIs for sponsored projects if approved by the Dean of Research and the respective School Dean. Part-time faculty and postdoctoral fellows may serve as co-PIs. Postdoctoral fellows and PhD students can be listed as primary recipients / trainees on individual training grants and fellowship proposals for which funds are administered through KGI, with suitable involvement by a faculty mentor, in accordance with the respective program announcements.

Each KGI faculty member serving as PI on a sponsored project is responsible for:

- Managing the scientific, technical, or programmatic aspects of the project, to ensure that the aims of the project are met
- Managing project assets, resources, and funds, as well as time and effort allocations of personnel working on the project
- Subcontract monitoring for multi-institutional projects with KGI as prime institution
- Complying with all applicable federal, state, sponsor, and KGI Institute policies, procedures and laws, and with the terms of the sponsor's award documents;
- Ensuring that all requisite reports to the sponsor are submitted in a timely manner.

3. Office of Sponsored Projects: Roles and Responsibilities

Sponsored Projects are administered through the Office of Research and Sponsored Projects (ORSP), which is managed by the Director of Sponsored Projects, who reports to the Dean of Research. ORSP facilitates the transformation of original research and programmatic ideas into competitive and compliant externally-funded projects.

KGI has three designated Sponsored Project Officials (SPOs) responsible for administrative matters related to external funding requests from (a) federal and other public agencies, (b) corporate sponsors, and (c) foundations and private donors. Please refer to the PI Handbook for name and contact information of the currently assigned SPOs.

ORSP is responsible for administrative matters related to pre-award, post-award, and compliance for all externally-funded, faculty-driven sponsored projects, which includes research projects, educational projects, and certain institutional initiatives. The ORSP responsibilities include short term training programs such as workshops and boot camps, and external PhD fellowships administered through KGI.

ORSP is not responsible for administrative matters related to Team Masters Projects (managed through SALS academic affairs), external student fellowships for non-PhD students (managed through advancement and admissions/financial aid services), and for all fellowships directly paid by an external sponsor to students, unless a specific cost-shared time and effort requirement is listed for a faculty advisor. ORSP is not involved in managing consulting projects paid directly to faculty.

4. Pre-Award Policies and Processes

The pre-award phase of sponsored projects administration involves all aspects up to submission of an external funding request.

- 4.1 Coordination of Proposal Development. Faculty PIs are encouraged to communicate frequently with the SPOs about the projects for which external funding is sought, so that the SPOs can search for appropriate funding opportunities on behalf of the PI. Once a Faculty PI is committed to pursuing a specific external funding opportunity from ANY source (federal, foundation, corporate, individual donor), the PI must contact the respective SPO to ensure proper timely coordination of activities. The SPO will review guidelines, confirm eligibility, and will work with the PI to ensure that all required proposal documents are compiled in a timely manner. Submitting a proposal entails institutional commitment to enable project execution. Therefore, the PI must follow the required institutional review and approval process.
- 4.2 Budget Development. In developing a budget for the proposed project, Faculty PIs must work with the SPOs and ORSP to ensure proper calculation of salary, fringe benefits, and indirect costs (IDC) in accord with the personnel effort included in the budget and the policy on Application and Waiver of Indirect Costs (KGI POL 506). Furthermore, the budget must match the proposed scope of the project. For corporate proposals, the PI shall not present a budget to the

corporate sponsor before the budget has been vetted and approved by the SPO. Certain funding opportunities require cost-sharing by the institution. Such mandatory cost sharing must be approved by the respective School Dean and the Dean of Research. Voluntary cost sharing is discouraged by KGI, and is prohibited by many federal funding agencies.

- 4.3 Laboratory Space. If a proposed project will require laboratory space exceeding the space currently assigned to the PI, or renovation on existing laboratory space, then the PI must consult with the Dean of Research as early as possible during proposal preparation to determine suitable options. A concise description of what is required, how new space needs can be accommodated, and what the estimated renovation costs are must be included with the proposal approval and routing form.
- 4.4 Equipment. If a proposed project requires equipment beyond what currently is available at KGI and accessible to the PI, then the equipment typically has to be requested as part of the proposed project's budget. However, it is understood that certain project announcements place restrictions on equipment requests. In this case, the PI must either modify the proposal scope to eliminate need of said equipment, or discuss suitable options with the Dean of Research and the Director of Institutional Laboratory Support.
- 4.5 Conflict of Interest Disclosure. Conflict of interest disclosure and management is a federal and a KGI requirement for all sponsored projects. Prior to proposal submission, ORSP will solicit statements from all KGI internal and external key personnel to identify potential Financial Conflicts of Interest. Please refer to KGI's FCOI policy (POL 520) for further details.
- 4.6 Submission. KGI Institutional sign-off is required prior to submission of any sponsored project regardless of funding source (government, foundation, donor, corporate). The SPO is responsible for internal routing of the proposal approval form, which requires signatures by the KGI PI, Dean of Research, and School Dean. Donations for projects from private donors, and particularly those who request anonymity, also will require approval of the Office of Advancement. Proposals for external funding requests from government agencies, foundations, and donors may only be submitted by the respective SPO. For corporate sponsored projects, the respective SPO must review the statement of work and budget before these documents are communicated to the sponsor.

5. Post-Award Policies and Processes

The post-award phase of sponsored projects administration begins once an externally-funded sponsored project is considered for an award, or has been awarded, and involves the stewardship and management of the awarded project.

- 5.1 Additional documentation required upon award. For proposals considered for funding, if the sponsor requests revisions in scope and budget, then the faculty PIs must work with the SPOs and ORSP to ensure proper calculation of salary, fringe, and IDC, and to ensure that the revised budget matches the proposed

effort. All additional or revised documents requested by the sponsor may only be submitted by the respective SPO for external funding requests from government agencies, foundations, and donors. For corporate sponsored projects, the respective SPO must review revisions to the statement of work and budget before these documents are communicated to the sponsor.

Drafting of contractual documents and contract negotiations required for corporate sponsored projects and for multi-institutional awards will be facilitated by ORSP, the SPOs, and President's IP Designee. All contractual documents must be reviewed, approved, and executed by a KGI signing official.

- 5.2 Reporting and managing potential conflicts of interest. For awarded projects wherein a potential conflict of interest has been identified on the proposal approval and routing form, or wherein additional potential conflicts have been identified since the proposal was submitted, the potentially conflicted investigators must complete and submit to KGI's conflict monitoring committee the KGI COI Disclosure Form in accordance with KGI's FCOI Policy and Procedures (POL 520). If the committee decides that a conflict exists, then a management plan must be implemented before work on the award can begin. Throughout the project, the PI must notify the conflict monitoring committee of any new conflicts. All conflict management plans will be reviewed annually.
- 5.3 Fiscal and Personnel Management. The PI is responsible for ensuring that expenditures align with the awarded amount and project scope, and that personnel effort allocations are implemented and updated in a timely manner throughout the project's period of performance. ORSP facilitates fiscal and personnel management of awarded projects as detailed in the PI Handbook. To comply with federal regulations and institutional policies, the PI further must follow KGI's personnel effort reporting requirements, detailed in Policy 504.
- 5.4 Faculty salary support from sponsored projects. If a sponsored project includes personnel effort and external salary support for KGI faculty, then the salary shall be administered in accord with KGI's Institutional Base Salary policy (POL 505). Faculty who use KGI facilities, personnel, or students to execute a sponsored project cannot be paid directly by the sponsor for said project. No personal fee shall be paid to a faculty member as an integral part of the funding arrangement. Policies concerning any separate or concurrent consulting contract(s) with the sponsor are addressed in Sec. IX.D. of this handbook and will be considered in the context of the intent of this section 5.
- 5.5 Administration of funds. All external funding for sponsored research conducted by KGI faculty as principal investigators will flow through KGI, and be subject to KGI's regulations and policies. In those instances where the research is conducted jointly with other institutions, that portion of the total funding pertaining to research conducted at KGI must flow through KGI and be subject to KGI's regulations and policies.

6. Compliance

As the recipient of federal and non-federal external funding, KGI is responsible for creating, updating, communicating and implementing various federal, state and institutional policies and procedures. Policies relating to the management of sponsored projects are published in KGI's Operational Policies Series 500.

VIII. Intellectual Property Rights

A. Introduction

This Intellectual Property Rights policy addresses rights to patentable inventions, tangible research property, software, trademarks and copyrightable works, including educational materials and electronic media, collectively termed "technology," that have been made or created by faculty, students and staff at Keck Graduate Institute. It also incorporates directly or by cross-reference related policies regarding trade secrets, consulting, conflicts of interest and research agreements.

Patents, provided for in the Constitution of the United States, are intended to provide a system that encourages free disclosure of new inventions and discoveries by the inventor in the public interest while protecting the inventor's right to make commercial use of the invention for a specific period of time. KGI is committed to ensuring that technology is rapidly made available for application and use in the public interest. KGI believes that to fulfill its mission, which includes the application of discoveries for the benefit of humanity, intellectual property must be secured so that commercialization of applicable technology is possible. KGI is also committed to protecting its rights to intellectual property and optimizing benefit to the inventor(s) and revenue to KGI that arises from its intellectual property, subject to the provisions of this policy and applicable laws and regulations.

B. Policy Goal

The aims of KGI's policies on technology are (1) to support the mission of KGI; (2) to foster and encourage the prompt and open dissemination of knowledge while remaining consistent with the policies of KGI and applicable federal and state laws and regulations; (3) to make available KGI's technology and expertise to industry, government entities, and other outside parties for the purpose of benefiting society; and (4) to realize revenue from technology transfer to the extent it may further the goals of education, research, access to research tools, and the dissemination of knowledge and information.

In keeping with KGI's mission, the Institute seeks creative means and novel frameworks for the commercialization of new technologies. Distribution and commercialization of technology is often best accomplished by the transfer or licensing of the technology. Subject to this policy, KGI may be willing in appropriate circumstances to accept equity in lieu of or in addition to royalties for access to the technology. Finally, KGI will also pursue, in appropriate cases where neither free inquiry nor public dissemination of research results is compromised, the use of non-disclosure and confidentiality agreements for access to and development of technologies with outside parties.

C. Agreements Between KGI and Faculty, Staff and Students

All faculty, staff and students at Keck Graduate Institute including, without limitation, visiting faculty, fellows and students, who participate in research sponsored by governmental or industrial entities or by non-profit foundations or in KGI funded research or who use significant funds or facilities (as defined in Sec. VIII.E below) administered by KGI ("Participants") must sign an "Invention and Proprietary Information Agreement" (included as Appendix C to this handbook). Among other terms and conditions, this agreement requires KGI inventors to assign to KGI or such other appropriate person as provided by law or by a contract binding upon KGI, title to any intellectual property created through the use of such funds or facilities unless otherwise agreed. The form of the Invention and Proprietary Information Agreement shall be established by the President (or designee) with such terms and conditions as may be approved from time to time. An Invention and Proprietary Information Agreement shall be signed upon hire and before any of the above individuals participates in sponsored research, or as soon thereafter as circumstances permit.

Notwithstanding any of the foregoing, faculty are under no obligation to assign to KGI the copyright in any academic paper, presentation or publication.

D. Disclosure of Inventions

Prompt reporting of technologies can be critical in obtaining patent and copyright protection and avoiding circumstances which may preclude obtaining a patent or copyright. Any technology must be disclosed to KGI's Intellectual Property Committee as soon as, in the judgment of the inventor or author, the technology has been sufficiently developed to be put into practice, published, or copyrighted (see Section VIII.G.) . KGI will assist inventors and authors regarding their rights and possible courses of action with respect to their inventions.

Reporting persons shall sign and deliver all declarations, assignments and other documents as may be necessary or appropriate in the course of evaluating an invention for the protection of intellectual property rights including, without limitation, the prosecution of patents or the filing of applications for registration of copyrights or trademarks, subject to the rights, if any, of sponsoring organizations. Reporting persons shall relate the terms of this policy to all sponsoring entities and potential coH inventors who may have rights in intellectual property that is or may be created.

KGI is obligated by Federal law to report promptly to the appropriate Federal agency any invention conceived or reduced to practice during the course of a FederallyH sponsored research program. All faculty, staff and students must comply with the Federal law and regulations applicable to Federally sponsored research in which they participate and shall cooperate fully with KGI in complying with any disclosure obligations required thereby. KGI is also typically obligated to report any invention to any sponsor who is providing financial support for research.

The definition of patentability and inventorship shall be in accordance with applicable U.S. Federal and State of California laws.

E. Ownership of Technology

Ownership of technology shall be as follows:

1. KGI shall own technology which is (i) created for KGI; (ii) is “work for hire” (a work-for-hire is defined, in part, as a work prepared by an employee within the scope of his or her employment); or (iii) developed with the significant use of funds or facilities owned or administered by KGI.
2. Ownership of technology developed in the course of or pursuant to a sponsored research agreement, a sponsored Team Master’s Project, industry collaboration or any other type of agreement, will be determined according to the terms of that agreement, provided, however, that if that agreement does not expressly provide for the vesting of ownership of technology, the technology shall be owned by KGI.
3. When a work is created as a “work for hire,” such as the development of a workshop, an academic curriculum or other coursework, KGI will retain all ownership of associated patents and copyrights, unless the President (or designee) waives in writing the rights of ownership.
4. All other technology, if made or created by a Participant, that meets each and all of the following conditions, shall be owned by the Participant. Technology and the associated intellectual property will be deemed to have been developed with a significant use of KGI’s funds or facilities unless each and all of the following conditions are satisfied:
 - a. there has been no use of KGI funds or facilities beyond use specifically approved by the President (or designee);
 - b. the intellectual property has been developed outside of the usual field of research of the Participant responsible for creation of the intellectual property;
 - c. the development has been made on the personal, unpaid time of the Participant;
 - d. there is no agreement, to which KGI is a party, providing that the technology is owned by someone other than the Participant.

F. Independent Works

KGI does not claim ownership of books, articles, musical compositions or other creative or artistic works which are created by the personal efforts of the Participant outside of their usual field of research and which do not make significant use of KGI funds or facilities as defined in E. above.

G. Technology Assessment, Protection, Dissemination and Commercialization Disclosures

KGI may by written notice require faculty to delay publication of papers or other disclosure for a maximum period of 30 days to provide time for KGI to investigate the commercial potential of the technology and to secure its claims to such technology. KGI will cooperate with the responsible Participants in deciding alternative avenues for commercialization of a technology and seek their suggestions regarding outside commercial potential.

If the technology results from externally sponsored research and KGI elects not to file for intellectual property protection, the sponsor of the research shall be granted an additional 30 days to seek such protection.

H. Consulting Agreements

All faculty are responsible for ensuring that the terms of their consulting agreements with third parties do not conflict with this policy and any agreement between the faculty and KGI. Any potential conflict between the scope of research or teaching commitments at KGI and the scope of consulting services must be disclosed to the President (or designee).

I. Royalty Distribution

In absence of any other agreement, royalty and other income (including equity—see below) resulting from technology subject to this policy will be distributed as follows:

1. An initial amount to KGI until all its costs (direct costs plus indirect costs calculated at applicable overhead rates) associated with patent and license development, including, without limitation, fees for filing and prosecuting patent applications and preparing license agreements, have been recovered; recoverable costs shall be reasonably adjusted for time between incurrence and recovery by the Consumer Price Index.
2. Any remaining amount to be divided 40 percent to the Participant, 30 percent to KGI for support of research at KGI (determined by the President or designee), with preference for research conducted by or under the supervision of the Participant, and 30 percent to KGI for general use at KGI.
3. When multiple Participants have served as co-developers, the royalty or other income streams shall be divided among the Participants as mutually agreed, and when they cannot reach agreement, by the Dean(s) and President. Participants need not remain employed by or be students at KGI in order to continue to receive royalty and other applicable income.

J. Equity in Lieu of Royalty

KGI recognizes and supports development of technologies of commercial importance by the Participants and encourages both the public and commercial application of such research and technology. KGI also recognizes that in some circumstances the best means for promoting the commercialization of technologies is through exchange for equity in a commercial enterprise since equity in lieu of or in addition to a royalty ensures that KGI and its Participants have a parallel interest in the commercial success of its technologies.

K. Trade Secrets

Trade secrets are protected by state and not federal laws. Under these laws, secrecy agreements are the legal protection mechanisms most commonly employed. Because trade secrets are proprietary, confidential information, the restrictive practices and procedures required to maintain them can be antithetical to the principles of an open scholarly institution such as KGI, dedicated to teaching and research and to the free exchange and

dissemination of new knowledge. Nevertheless, in some cases trade secret information is necessary for carrying out certain types of research and instruction. KGI and Participants may, with the approval of the President (or designee), enter into confidentiality agreements with research sponsors and sponsors of student projects where such agreements are appropriate, in the sole judgment of the President (or designee), to protect proprietary information and to encourage information exchange between KGI and the sponsor. Faculty are cautioned that the use of confidential information must not compromise the research work itself or the availability of a student's work for publication. Thus, faculty must examine carefully the circumstances in each case. In accepting trade secrets under a non-disclosure agreement, KGI and the Participants involved acknowledge that each may be subject to legal action if the terms of the non-disclosure agreement are violated.

L. Provisions of Agreements for Sponsored Research

As outlined above, contracts with sponsors of research provide that ownership of technology developed thereunder is determined by the terms of the agreement. All such agreements are subject to approval of the President (or designee) in his or her sole discretion in accord with provisions of law including the [Bayh-Dole Act](#). Typically, such agreements provide (a) delineation of the parameters and expectations of the research; (b) predicted expenses and milestone payments by the sponsor; (c) terms of a licensing agreement regarding the technology that will provide for negotiation of royalty rates (including equity in lieu of royalty) that will be based on the relative contribution of KGI and the sponsor.

IX. Policy on Professional Conduct, Consulting and Conflicts of Interest

A. Background and General Policy

Faculty participation in outside professional and commercial activities can make important direct and indirect contributions to the strength and vitality of KGI. Through involvement in such activities, participants may add knowledge and understanding that is relevant and useful to teaching and research within KGI, develop sources of funding and support for activities carried out at KGI, and establish valuable relationships for the Institute. Because of their value to KGI, their rewards for individual faculty, and their contributions to the larger society, outside professional and commercial activities can be appropriate and fully consistent with KGI's philosophy.

While KGI recognizes the importance of outside activities, KGI faculty and staff ("Participants") owe a primary duty of loyalty to KGI and their primary commitment of time and energy should be to the education, research and scholarship programs of KGI. Industry and adjunct faculty members may have significant primary obligations to their identified principal employers during the time they are employed at KGI. This situation is permissible as long as those obligations are not adverse to or in conflict with the interests of KGI.

This section addresses situations where a conflict or potential conflict exists or might arise between a Participant's outside interest and the Participant's obligation to KGI. It is consistent with and supplements the KGI Code of Conduct and Conflict of Interest Policy,

included in the KGI Operating Policies. It provides more specific guidance for faculty members, and contains guidelines to be followed during the review processes associated with actual, potential or alleged conflicts of interest issues involving faculty, staff and related entities.

A conflict or potential conflict of interest exists when a Participant has a legal, business, financial, professional, or personal relationship which in the judgment of a reasonable and impartial person may adversely affect the faithful performance by the Participant of his or her obligations and responsibilities to KGI.

Because it is impossible to set out detailed guidelines for resolving all potential conflicts, full disclosure is one of the underlying principles of this policy.

As stated in the Code of Conduct, a Participant has a duty to disclose immediately any conflict or potential conflict of interest. Faculty and staff members must direct disclosures to the Vice President for Finance and Operations. Officers must direct disclosures to the Chair of the Audit and Risk Management Committee of the Board of Trustees. Items to disclose include salary, consulting fees, honoraria, gifts or transfer of intellectual or other property, the acquisition or receipt of an equity interest or a right convertible into an equity interest of a company unless they fall below the thresholds defined below. Disclosures must include the formation of (or an interest in) a spin-off company from KGI or any other entity whose business relates to activities, research or projects of KGI. Spin-off companies include those entities:

1. created, sponsored or promoted either by KGI or by a member of KGI on KGI time or with support from KGI or its employees, students, facilities, equipment or other property, including intellectual property, or services,
2. in which KGI holds, or will hold, an equity interest (including any interest convertible into equity), and
3. to which KGI otherwise extends material support in the form of finances, facilities, equipment, or other property, including intellectual property, personnel, or other services.

Payments for services in the aggregate from any party in a prior 12-month period, of more than \$5,000 (however characterized including salary/fees, payment for services, gifts or benefits of any kind and the value of other property) must be disclosed. Participants must also disclose the receipt or purchase of equity interests, or rights convertible into equity interests, that represent more than five percent of the equity in any entity. However, if the payment, gift or benefit represents, or the services for which they are received present a conflict or potential conflict, it must be disclosed. Situations of this type include equity holdings in any company in which the Participant has a relationship through work at KGI or through external consulting activities. Any investments in or relationship to a spin-off company from KGI regardless of amount, must be fully disclosed. (For purposes of mandatory disclosure, the interests of all faculty or staff and their related persons shall be aggregated.)

All gifts and gratuities from vendors or KGI contractors that exceed a nominal amount must be reported to the VP for Finance and Operations or to the Audit and Risk Management

Committee (in the case of officers) in a timely manner. Whether or not disclosure to KGI is required by the Code of Conduct, payments and/or interests may need to be reported in grant applications, annual reports and filings, and other financial disclosure statements.

Disclosure of corporate relationships is a key factor in protecting one's reputation and career and in protecting KGI from potentially embarrassing or harmful allegations of inappropriate behavior. Participants are encouraged to ask for guidance from either the Dean or the President (or designee) in ambiguous situations. Common sense must prevail in the interpretation of these provisions. That is, no matter what dollar amounts are involved, if an independent observer might reasonably question whether the Participant's professional actions or decisions are determined by considerations of personal gain, the relationship should be disclosed and approval sought for the proposed activity.

B. Financial Disclosure for Federal Grants

Participants are required to comply with any governmental regulations applicable to their activities. The two primary federal conflict of interest policies are the Public Health Service Conflict of Interest Policy in the Code of Federal Regulations, 42 CFR Part 50, Subpart F (revised August 25, 2011), titled Responsibility of Applicants for Promoting Objectivity in Research for which PHS Funding Is Sought, and 45 CFR Part 94.1 (revised August 25, 2011), titled Responsible Prospective Contractors. The purpose of these policies is to promote objectivity in research by establishing standards to ensure that the design, conduct, and reporting of research funded under Public Health Service grants, cooperative agreements, or contracts will not be biased by a conflicting financial interest of an investigator. Institutions seeking NIH support for research must have a written administrative process to identify and manage federal conflicts of interest, and must inform investigators of these conflicts of interest policies and of their individual responsibilities in relation to them. This conflict of interest policy constitutes an important part of that process and is embodied in KGI's POL 520, "Reporting Financial Conflict of Interest by Public Health Services-Funded Investigators."

In general, the federal policies require that the grantee or contractor must:

1. Inform the Institutional Grants Administrator of the existence of any federal conflict of interest at the time of application for federally funded research and before spending any NIH funds awarded under a new grant, and at least annually during the award. Conflicts identified during the award period must be reported within 30 days of identifying them. These reports must indicate whether the federal conflict of interest has been managed, reduced, or eliminated.
2. Make additional information available to NIH upon request.

The NSF policy on conflicts of interest, dated July 2005 ([**NSF 05/131, Chapter 5: Grantee Standards, Section 510: Conflicts of Interest**](#)) is aligned with the CFR standards. All these federal policies require that any expenditure of any funds awarded on a federally-funded project must be preceded by full reporting of conflicts and potential conflicts and must be updated regularly during the period of the award.

To employ appropriate practices and comply with applicable federal regulations, any KGI employee who is responsible for the design, conduct or reporting of research funded in

whole or in part by agencies of the Federal government is required to execute the “Financial Disclosure” portion of the Faculty Annual Report to disclose all conflicts and potential conflicts of interest.

The federal government for the purposes of federal grant and contract administration generally defines potential conflicts as those relationships in which the investigator, his/her spouse, or a dependent has a significant financial interest (defined as equity ownership of five percent or more, or salary, royalties or other payments that exceed \$5,000 per year) that would reasonably appear to affect the proposed research applied for or carried out through federal funding.

A more expanded form of financial disclosure is required for all grant proposals submitted to federal agencies. These federal and agency disclosures are not in lieu of, but rather in addition to, disclosures required by KGI policy 520: “Reporting Financial Conflict of Interest By Public Health Service-Funded Investigators”.

Financial disclosures under the KGI conflict of interest policy shall remain private to the extent feasible. They will not be revealed to those at KGI or to KGI’s outside advisors, accountants, officers, trustees, etc. unless these parties can demonstrate a bona fide “need to know.” However, federal regulations require that prior to the expenditure of public health service funds (including NIH), KGI must disclose, upon request, information concerning any disclosed financial conflict of interest that is determined to be related to the funded research. That information will include the investigator’s name, title and role with respect to the research, the name of the entity with whom the FCOI is held, the nature of the FCOI and approximate value.

C. Administration of Financial Disclosures

The President will designate an officer to review all disclosures of potential conflicts of interest from faculty and staff members who are not officers of KGI (the “COI officer”). The COI officer will also review conflicts or potential conflicts of interest which may otherwise come to his or her attention. If that officer believes that the potential or actual conflict exceeds or appears likely to exceed either of the general monetary thresholds stated in paragraph IX.A. above, or has the potential to materially compromise the performance of the individual’s professional responsibilities at KGI, the case will be referred to KGI’s Conflict Monitoring Committee (CMC) for review and action.

CMC membership includes a presidential delegate, the Dean of Research and the Vice President for Finance and Operations (and/or delegate); and three faculty members, drawn from KGI or other members of the Claremont consortium, appointed by the President (or designee) after consultation with the Deans. The CMC is chaired by a faculty member appointed and designated as such by the President.

The CMC shall be a standing committee. It will meet as frequently as required by cases referred by the COI officer, but in no event less than once per year.

Any review by the CMC of a potential conflict of interest will take into account that:

1. Conflicts of interest are sometimes unavoidable, and do not necessarily represent improprieties by Participants if disclosed in advance and reviewed and approved by the appropriate authority;
2. Failure to disclose a conflict of interest is a serious violation of this policy;
3. Participants are encouraged to engage in outside activities provided that 1) any conflict or potential conflict of interest has been disclosed and duly authorized; 2) appropriate mitigating action or other conditions of approval can be and have been taken or satisfied; 3) adequate controls and a management plan are in place; and 4) KGI's policies are observed;
4. Some conflicts of interest, however, may be so profound that the Participant should and will be prohibited from engaging in a particular relationship, transaction or activity.

Recommendations of the CMC are subject to the approval of the President and, in cases involving spin-off companies, the Board.

The CMC will review conflicts or potential conflicts typically within 30 days of being informed of the case by the COI officer, and will recommend a course of action which must be approved by the President. In general, the CMC's recommendations are expected to fall into one of four categories: to allow the activity because no conflict exists; to allow the activity subject to conditions and review it on an annual basis; to require Participants to modify the activity in order to mitigate the conflict; or to prohibit the activity all together. The COI officer will notify the Participant of the findings of the investigation and of the President's final decision, and in situations requiring its approval, the Board.

At least annually, the chair of the CMC and the COI officer or the President will report to the Audit and Risk Management Committee and/or the full board on all disclosures of conflicts of interest, and their resolution, identifying with particularity those approved since the last report and any significant changes in previously approved activities or interests.

All existing and previously considered conflicts of interest will be monitored and reviewed by the CMC no less frequently than annually. Participants are required to promptly disclose to the Chair of the CMC and the COI officer any significant change in the circumstances or conditions related to any approved relationship, activity or interest. Further review or reevaluation of the conflict may be required by the additional disclosure.

KGI maintains records of all financial disclosures and all actions taken by KGI with respect to each conflicting interest consistent with its record retention policies. Records will be retained for at least three years from the date of submission of the final expenditures report for federally-sponsored research activities and for at least the minimal period required by any other sponsoring entity.

D. Policy on Consulting and Operational Roles

In general, consulting is defined as professional activity related to the person's field or discipline where a fee for service or equivalent relationship with a third party exists. There are many types of consulting relationships and fee arrangements, and the precise form may

vary. The principle is that, in consulting, a person agrees to use his or her professional capabilities to further the agenda of a third party, in return for an immediate or prospective gain.

Faculty on full-time, multi-year contracts are permitted to consult with outside organizations (companies, educational institutions, the federal government or other entities) for periods equivalent to up to one day per week (measured as five days). KGI places no limit on the compensation that a faculty member may earn through such consulting arrangements. Such consulting work must be scheduled so as not to interfere with duties at KGI and should be consistent with the faculty member's professional commitment to KGI.

Faculty must disclose in writing to the Dean and/or the COI officer such consulting arrangements before a consulting contract is executed or becomes effective. The Dean and/or the COI officer must make a determination within two weeks (ten business days) whether the consulting arrangements constitute a potential conflict of interest that must then be reviewed by the Conflict Monitoring Committee. Moreover, any and all existing or proposed consulting activities with any company sponsoring research, student internships, or Team Masters Projects at KGI must be disclosed to and approved by the Dean and/or the COI Officer.

Acceptance of executive or operational roles (e.g., manager, president or partner) within an entity constitutes a conflict and is generally prohibited. However, activities which are primarily of an "incubation" nature (i.e., early development activities of an entity, such as its formation, preparation of a business plan and securing of financial resources, intellectual property, licensing agreements and human capital needed to become operational) may be permitted if expressly recommended by the Conflict Monitoring Committee and approved by the President and the Board of Trustees. Any other exceptions must also be authorized by the Board.

E. Examples of Issues of Concern

The following discussion is provided for illustration purposes only and does not limit the scope of the Code of Conduct and Conflict of Interest policies, or the more detailed guidelines, particularly regarding consulting and relationships with spin-off companies, set forth in this Handbook.

Involvement with, or financial interest in, professional or commercial activities outside of KGI must not interfere with or compromise the fulfillment of a Participant's obligations to KGI, for example, when they involve excessive commitments of time, when they bias the nature and direction of scholarly research, or when they influence a Participant's performance, decisions or behavior with respect to teaching, administrative responsibilities and student affairs, or appointments and promotions of faculty, or create an unacceptable appearance of doing so. Sensitivity to conflicts and potential conflicts of interest is especially important when a Participant has a substantial involvement in commercial enterprises related to that Participant's research or academic responsibilities, or when the Participant is engaged in prolonged and intensive consultancies, because personal financial benefits can present stronger attraction than benefits from academic and professional activities. Potential problems arising from conflicts between a Participant's obligations to KGI and outside professional and commercial activities are numerous and

sometimes subtle. An awareness and timely disclosure of such potential difficulties is essential to sustaining the vital interests and fundamental principles of KGI, and to preserving the benefits that accrue from outside professional and commercial activities.

Among the specific issues and problems requiring attention are the following:

1. **Research.** Decisions concerning the nature and direction of scholarly research at KGI should be governed by judgments of scholarly merit and intellectual and practical importance. These considerations also apply when Participants are involved in, or have interests in, outside commercial entities.
2. **Publication.** Free communication of the results of scholarly research is a fundamental policy of KGI. Publication must be consistent with KGI's policy on and the protection of its intellectual property rights, its policy on research integrity, and the policies concerning conflict of interest. Involvement in outside professional or commercial activities shall not unreasonably delay (typically not beyond 60 days) or inhibit the publication of scholarly research or the sharing of information derived from such research. (See II.C., Academic Freedom, and VIII.G., Intellectual Property Rights.)

In the interest of full disclosure, faculty must report in all scientific publications:

- a. all sources of support for the work being reported; and
 - b. any significant personal financial interests of the authors or their immediate families (spouse, children or dependents, parents and individuals related to these persons by marriage) or related entities that might reasonably be affected by the publication.
3. **Education of Students.** Students rely on faculty advice and guidance concerning educational matters within KGI (including the nature and direction of research) as well as temporary and career employment opportunities outside KGI. Such advice and guidance should always be governed by a student's best interest and should not be made to serve a faculty member's interest in outside commercial and professional activities. To insure that the nature and direction of research conducted by students in connection with earning their degrees at KGI is governed by considerations of scholarly merit and intellectual importance and that the efforts of students in such research always serve the student's best interest, a faculty member should normally avoid situations where a student's degree oriented research becomes entangled with a faculty member's commercial activities. Special care should be exercised by faculty in involving students in outside commercial activities in which a Participant has an interest or other involvement. Any such involvement must be disclosed in advance to the Dean and/or COI Officer, who may refer the case to the CMC.
 4. **Appointments and Promotions.** Dedicated and objective participation of faculty in recommendations and decisions concerning faculty appointments, contract renewal, and promotions is vital to the continued strength of KGI. A Participant must not make any recommendation or decision with respect to a candidate's appointment, contract renewal, and promotion to advance an actual or prospective relationship or

interest of the Participant in outside commercial or professional activities (either cooperative or competitive). Such recommendations for contract renewal and promotion shall not be used to express disapproval of a line of research or publication or as retaliation for statements or actions protected by KGI's policy of academic freedom.

5. **Office/Laboratory Space and Other Resources.** Participants may make reasonable use of their office and office equipment for all activities permitted within the scope of their KGI employment. Incidental, indirect expenses of nominal value associated with the use of office or office equipment for consulting conducted within duly approved or authorized limits is generally acceptable. Out of pocket expenses incurred in such activities, however, must be paid by the Participant. KGI facilities such as laboratories, scientific equipment, KGI personnel or students, and KGI property (including intellectual property) should not be used for activities outside the scope of a Participant's academic responsibilities, except de minimus use, without the explicit approval of the President's designee. If those activities financially benefit the Participant or a company or enterprise with which the Participant is associated or to which he/she is related, the activity cannot be conducted without the approval of the CMC and the President. All sponsored research carried out using KGI facilities must be conducted under a grant or formal contract administered by KGI.

F. Penalties for Failure to Comply

KGI considers any violation of its Code of Conduct and the additional guidelines and tenets set forth in this Handbook to be a serious matter. Participants are subject to the ordinary disciplinary processes of the Institute, and to possible termination of employment for cause, if they fail to fully and truthfully disclose conflict of interest and potential situations or fail to comply with any stipulated plan for managing and eliminating the disclosed conflict. Such actions of a Participant also will be considered in deliberations on contract renewal and promotions. Participants may also be subject to criminal sanctions or civil liability under federal or state law as well.

X. Discrimination and Harassment

KGI is firmly committed to maintaining an environment free of sexual and other forms of unlawful harassment (i.e. harassment because of race, color, national origin, sexual orientation, or any other classification or characteristic protected by law) and is prepared to take action to prevent and correct such behavior, including the imposition of appropriate discipline. KGI's full policy, definitions and complaint procedures for sexual harassment are outlined in KGI's Operational Policy 015, "Discrimination and Harassment Policy and Procedures". The determination of what constitutes unlawful harassment under applicable law will vary with the particular circumstances. For example, sexual harassment has been generally described as repeated and unwanted sexual behavior, such as physical contact and/or verbal comments and suggestions which adversely affect the working or learning environment. Coercive behavior, including suggestions that academic or employment reprisals will follow the refusal of granting sexual favors, constitutes gross misconduct, will not be tolerated, and can result in immediate disciplinary action.

Anyone who feels that he or she has been subjected to sexual harassment or other forms of unlawful harassment is encouraged to follow the policy and procedures described in the KGI Operational Policy 015, Discrimination and Harassment Policies and Procedures.

XI. Policy on Research Misconduct

A. Statement of Policy⁵

It is the policy of the Keck Graduate Institute (KGI) to encourage, maintain and insist upon the highest ethical standards in research. This Policy reaffirms the Institute's commitment to integrity in research and is to be considered together with the policy on conflict of interest and the policy on academic honesty in determining guidelines of behavior.

Integrity in research includes not just the avoidance of wrongdoing, but also the rigor, carefulness, and accountability that are hallmarks of good scholarship. All persons engaged in research at the Institute are responsible for adhering to the highest standards of intellectual honesty and integrity in research. Faculty and other supervisors of research activities have a responsibility to create an environment which encourages those high standards and integrity in research. Open publication and discussion, emphasis on quality of research, appropriate supervision, maintenance of accurate and detailed research records of procedures and results, and suitable assignment of credit and responsibility for research and publications are essential for fostering intellectual honesty and integrity in research.

Policies set forth expectations for high standards of ethical behavior for faculty, staff and students involved in research and provide procedures for addressing allegations of misconduct in research. Detailed procedures for implementing this Policy are included in KGI's Operational Policies (POL 522: Research Misconduct) and have been filed with the NIH Office of Scientific Integrity.

Misconduct in research here means fabrication of data, falsification, plagiarism, or other practices of any kind that seriously deviate from practices that are commonly accepted within the scholarly and scientific community for proposing, conducting, or reporting research. Misconduct does not include honest error or honest differences in interpretations or judgments of data.

KGI takes prompt and vigorous action to investigate and address allegations of misconduct in research, based on the following principles:

- Institutional and academic responsibility for self-regulation;

⁵ See this KGI Policy 522 and accompanying Procedure 522 in KGI's Operational Policies

- Mechanisms to protect to the greatest extent possible the due process rights of the accused, the interests of those making allegations, and the public interest;
- The highest degree of confidentiality compatible with an effective response and applicable sponsor reporting requirements; and
- Precautions against real or apparent conflict of interest.

The definition of misconduct is based upon the regulations of the US Department of Health and Human Services Public Health Service (PHS), (PHS Policies on Research Misconduct 42 CFR, Part 93.103), and it is consistent with the ethical principles and types of unacceptable conduct regarding scholarship listed in the Faculty Handbook. (The regulation can be found on the web at https://ori.hhs.gov/front_misconduct). Although this policy was written for PHS sponsored research, it is the policy of KGI to adhere closely to this regulation irrespective of any source of funds for the research. For research involving agencies other than PHS, KGI will substitute the appropriate agency's reporting requirements, as filed with the Research Integrity Officer.

B. Scope

This policy and the associated procedures apply to all individuals at KGI engaged in research and particularly to research that is supported by or for which support is requested from PHS. The PHS regulation at 42 CFR, Part 93 applies to any research, research-training or research-related grant or cooperative agreement with PHS. This policy applies to any person paid by, under the control of, or affiliated with the institution, such as scientists, trainees, technicians and other staff members, students, fellows, guest researchers, or collaborators at KGI.

The policy and associated procedures⁶ will normally be followed when an allegation of possible misconduct in science is received by an institutional official. Particular circumstances in an individual case may dictate variation from the normal procedure deemed in the best interests of KGI and the external funding agency. Any change from normal procedures also must ensure fair treatment to the subject of the inquiry or investigation. Any significant variation should be approved in advance by the President or designee.

XII. Designation of Emeritus Faculty Status

It is the policy of Keck Graduate Institute to grant emeritus status to retiring or retired faculty in recognition of their service to Keck Graduate Institute and after completion of the criteria below.

⁶ See KGI Procedure 522 in KGI's Operational Policies

A. Criteria

The rank is accorded to members who have provided distinguished service to Keck Graduate Institute and fulfilled one of the three following criteria:

1. Completed a minimum of twelve (12) years at KGI.
2. Completed less than twelve (12) years at KGI but are forced into early retirement for health reasons, provided retirement at the normal retirement age would have fulfilled the 12-year requirement.
3. Completed less than twelve (12) years at KGI, but in the opinion of the recommending faculty, the candidate will be actively interested in the institution during retirement.

B. Nomination

Nomination for an emeritus appointment should be initiated by the Dean of the School in which the candidate held his/her full time appointment. Alternatively, the retiring faculty or staff member may submit a written request to the Dean of the School requesting consideration for emeritus status. Emeritus status is approved by the Faculty, the Dean, and the President. This procedure also applies to a candidate for emeritus appointment who held a joint administrative/faculty position.

It is the responsibility of the recommending School to compile a set of supportive credentials to be passed forward with the application. This material is due to the President no later than 5 p.m. on April 1 for Spring Commencement. The credentials must include the following:

1. Documentation that the criteria concerning the duration of service have been fulfilled.
2. Compilation of annual reports during the candidate's service at KGI.
3. Letters of recommendation from at least two (2) individuals outside the recommending department and professionally acquainted with the candidate.
4. A vote of support by the faculty in the School.

C. Honors and Privileges

Each emeritus faculty member shall be listed with the recommending School in KGI publications and shall receive a letter from the President officially confirming the emeritus status and an emeritus photo identification card entitling them to:

1. Faculty privileges for all campus activities and for using campus facilities.
2. Mailing notices of faculty functions and social gatherings.
3. Faculty library privileges.
4. Faculty privileges pertaining to payment of fees for courses at the Claremont Colleges in which they or their spouse may wish to enroll.
5. Faculty parking privileges based on the current parking policy.
6. Retention of KGI e-mail account, upon request.
7. Access to secretarial services, photocopying, and mailing privileges,
8. Laboratory and office space on a space- and resource-available basis.

XIII. Handbook Provisions Related to the Faculty of Each School

The Faculty and Dean of each school may adopt provisions from time to time to implement or supplement the provisions of this Handbook. School appendices must be approved by the Dean and the President and in accordance with the School Bylaws. These provisions will be included and distributed to the School's Faculty as an appendix to the Faculty Handbook and placed on file in the office of the President.

XIV. Revisions to Faculty Handbook

KGI anticipates that changes will need to be incorporated in this Graduate Faculty Handbook from time to time as circumstances and activities evolve. Except with respect to Appendices and new or existing provisions of the main body of this Faculty Handbook mandated by law which therefore do not require a faculty vote, revisions, additions or deletions to this Faculty Handbook must be approved by a 2/3 vote of faculty and by the President. Any changes to the Handbook that the President deems to be major must also be approved by the Board of Trustees.

With respect to faculty contracts in force at the time of the revision, the affected faculty member may choose to have his or her contract interpreted either by the provisions of the Faculty Handbook as supplemented by the relevant School Appendix:

- as they stood at the commencement of the contract period,
- OR
- as contained in the most recent revision of the Handbook.

Appendix A

Handbook Provisions Related to the School of Applied Life Sciences

The Faculty and Dean of the School may adopt supplemental provisions from time to time, subject to approval by the President.

Appendix B

Handbook Provisions Related to the School of Pharmacy

The Faculty and Dean of the School may adopt supplemental provisions from time to time, subject to approval by the President.

Appendix C

KECK GRADUATE INSTITUTE

INVENTIONS AND PROPRIETARY INFORMATION AGREEMENT

The Keck Graduate Institute of Applied Life Sciences, a California corporation hereinafter referred to as the Institute, has certain responsibilities to see that inventions made and copyrightable materials (including software) developed at the Institute be used for the public benefit and meet the Institute's contractual obligations to others. In view of the patent and copyright policies of the Institute in force at this date and as may from time to time be amended, and as consideration for my use of Institute facilities and equipment, I hereby agree as follows.

I will notify the Institute promptly of all inventions or copyrightable materials that are developed in the course of my duties at the Institute, or with the significant use of Institute funds or facilities. "Inventions" shall include unpatented materials (including biological and chemical materials) as covered in the applicable policies contained in the Faculty, Staff or Student Handbook. At the request of the Institute, I agree to assign to the Institute or its nominee and hereby do assign any such invention or copyrightable material, and all copyright, proprietary information and patent rights in the United States and foreign countries and I agree that the Institute will have ownership of all such inventions and copyrightable material unless specifically agreed to by and between KGI and another party sponsoring the research. I further agree to supply to the Institute all pertinent facts and other information relating to such copyrightable material, inventions, patent applications and patents relating thereto; to execute all papers required to apply for, obtain, maintain, issue and enforce such copyright registrations, patents and applications therefor; and to provide reasonable assistance regarding such copyrights, patents and applications including testifying in any interference proceeding or litigation relating thereto. Expenses for the applications set forth in the preceding sentence shall be allocated in accordance with the applicable Faculty, Staff or Student Handbook policies on the date that the invention is disclosed or the copyrightable materials are completed.

Notwithstanding any of the foregoing, I understand that I will be under no obligation to assign to the Institute the copyright in any academic paper or publication I author during the course of my normal academic responsibilities at the Institute, unless such authorship at the Institute results from projects specifically funded in whole or in part by the Institute or by a sponsor of the Institute. I agree to comply with all Institute policies governing copyrights as set forth in the applicable Faculty, Staff or Student Handbook.

I am aware that I may also be asked to participate in proprietary research sponsored by a third-party, such as the Institute's "Team Masters Project." In such instances, I agree to abide by the Institute's confidentiality and proprietary information agreements that are in effect at the relevant time with the Institute's sponsors and/or partners and to execute such agreements if required to do so under the terms of the relationship.

I agree to notify the Institute of any funding from an agency of the United States Government that may have supported an invention. This is to ensure the compliance of the Institute with the provisions of the Federal Bayh-Dole Act and implementing regulations.

I understand that if the Institute receives funds in excess of unreimbursed expenses associated with obtaining and maintaining the copyrights, proprietary information and

patents assigned to it by me pursuant to this agreement, I shall share in these funds according to the established and announced policy in force and applicable to me on the date that the patent application is filed, the unpatented material is disclosed or the copyrightable materials are completed.

I also understand that this agreement does not apply to any invention that qualifies fully under the provisions of section 2870, Chapter 2 of Division 3 of the Labor Code of the State of California, which states as follows:

“Sec. 2870.

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer’s equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer’s business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.”

Signature _____ Date _____

Print Name _____

Agreement with this policy is required of all KGI employees, staff, and students. Also included as Form 582 in KGI Operational Policies.

Appendix D

President's Designees Related to Handbook Provisions

Section	page	Purpose	President or Designee
II. Governance & Organization			
D.	8	Committee assignments	President
F.	9	Consultation re committee assignments	President
G.4	10	Consultation re informal resolution of grievance	Director of Human Resources
III. Appointment, Contract Renewal and Promotion			
A.4.	11	Appointment of named professorship	President
V. Professional Development			
B.	24	Sabbatical leave and reporting	Dean and/or President
VI. Academic Obligations of the Faculty			
D.	26	Appointment of committee to investigate violations of academic standards and integrity	President
VII. Grants and Grant Administration			
A.	27	Exceptions to policy that 100% funding needs to come through KGI.	Dean of Research
B.	28	Approval of PIs who are not full time contract faculty	Dean of Research
C.	28	Employment of Postdocs and research assistants	President
D.	28	Exceptions to full indirect cost recovery	Deans
VIII. Intellectual Property Rights			
C.	32	Approving form of Invention and Proprietary Information Agreement	Assoc. V.P & Sec. to the Board
E. 4.a	34	Re approved use of funds or facilities re IP ownership	Dean of Research
H.	34	Scope of consulting activities disclosure	Deans
I.	35	Distribution of royalties for KGI research	President
K.	35	Confidentiality agreements w companies	Asst. VP for Corp Partn.
L.	35	Approval of technology ownership agreements	President
IX. Professional Conduct, Consulting, and Conflicts of Interest.			
A.	37	Guidance regarding disclosure of corp relationships	COI Officer: Assoc. V.P & Sec. to the Board
C.	39	Review of disclosures of potential COI	COI Officer: Assoc. V.P & Sec. to the Board
D.	40	Disclosure of consulting arrangements	Dean
XI. Policy on Scientific Misconduct			
B.	45	Approve any change in procedure	President

Appendix E Acronyms

AA	Academic Affairs
ADC	Academic Deans Council
APPE	Advanced Pharmacy Practice Experience
CFR	Code of Federal Regulations
CGU	Claremont Graduate University
CMC	Conflict Monitoring Committee
COI	Conflict of Interest
COI Officer	President's designee to consider matters related to COI
CP&S	Central Programs and Services (CUC)
CUC	Claremont University Consortium
Dean(s)	Dean of SALS and/or SoP, as appropriate
FERPA	Family Educational Rights and Privacy Act of 1974
GFA	Graduate Faculty Assembly
HIPAA	Health Insurance Portability and Accountability Act
IACUC	Institutional Animal Care and Use Committee
IBC	Institutional Biosafety Committee
IFC	Claremont Colleges Intercollegiate Faculty Council;
IP	Intellectual Property
IPPE	Introductory Pharmacy Practice Experience
IRB	Institutional Review Board
KGI	Keck Graduate Institute
NDA	Non-Disclosure Agreement
NIH	National Institutes of Health
PRC	Promotion and Renewal Committee
RDA	Research Development Account
SALS	School of Applied Life Sciences
SoP	School of Pharmacy
TMP	Team Masters Project