

Almanac

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Copeland Designated Architecture Dean

Professor Lee G. Copeland, dean of the College of Architecture and Urban Planning at the University of Washington, Seattle, is dean-designate of the Graduate School of Fine Arts. If the appointment is approved by the executive board of the University trustees Thursday, September 21, Copeland will replace the current dean, Peter Shephard, who has served as dean since 1971. Shephard plans to return to teaching and professional practice and will continue as a consultant in the development of the Blanche Levy Park on College Hall Green.

Copeland, 41, earned a bachelor of architecture degree from the University of Washington in 1960 and received master's degrees in architecture and city planning from Penn in 1963. He worked as a city planner for the Philadelphia Planning Commission in 1962-63 and was affiliated with the Philadelphia firm of Geddes, Brecher, Qualls and Cunningham. Copeland has been a faculty member of the University of Washington since 1964 and dean for the past five years.

The dean-designate plans to visit the Graduate School of Fine Arts regularly during the fall semester and assume full responsibilities as of January 1, 1979.

Mossman Named Associate Dean

FAS Dean Vartan Gregorian has announced the appointment of Elliott D. Mossman, chairman and associate professor of Slavic languages, as associate dean for undergraduate studies. Mossman's responsibilities in the newly formed position include FAS undergraduate student admissions, advising and curriculum, and special programs such as freshman and thematic seminars, interdisciplinary majors, women's studies and honors. The appointment is a two-year, renewable position.

Interim Grievance Commission Formed

The Faculty Grievance Commission has been reconstituted on an interim basis in accord with a resolution passed by the Faculty Senate last April. (See *Almanac*, April 24, 1978.) Commission members are: Ruzena Bajcsy, Peter J. Conn, Lucy E. Creevey, Sol H. Goodgal, Morris Hamburg, Arleigh P. Hess, Marilyn E. Hess, Anne Keane, Leena Mela, Phyllis R. Rackin, Carroll Smith-Rosenberg, Robert Summers, Susan M. Wachter, Bernard Wailes and Roger H. Walmsley. Morris Hamburg was elected chairperson, September 8.

Faculty Senate Chairman Irving B. Kravis requests that any faculty member wishing to submit a grievance send it to Morris Hamburg, chairperson, Faculty Grievance Commission, c/o Statistics, E-242 Dietrich Hall/CC.

Executive Board to Meet September 21

The executive board of the trustees will meet in an open stated session from 3 to 4 p.m., Thursday, September 21, in the Faculty Club's Club Room. No agenda has been announced.

School of Nursing Receives Grant

The Robert Wood Johnson Foundation has awarded a grant of \$543,943 to the School of Nursing to support the development of graduate programs in primary care. Primary care, which includes prevention of and intervention in health problems, is a relatively new academic area.

The school will develop graduate programs in pediatrics and school health, midwifery, and adult health and gerontology; and, in collaboration with the School of Medicine's Department of

Obstetrics and Gynecology, develop a birthing center at the Hospital of the University of Pennsylvania.

"Primary health care is becoming a major national priority and emphasis on it will have a huge impact on the people of this country," Nursing School Dean Claire Fagin said. "Expanding the nurse's role in this area is a natural development based on nursing's history in public health."

Senatorial Scholarships to Continue

The Pennsylvania State Senate Rules Committee has rejected a proposal to bring an end to the 97-year old State Senatorial Scholarship Program. The program, which allows each of the state's 50 senators to grant scholarships to individual students, came under heavy attack last spring from the *Philadelphia Inquirer*. Penn refused to give the newspaper names of students receiving senatorial scholarships on the grounds that such a disclosure would violate confidentiality of student records. A subsequent opinion from the Department of Health, Education and Welfare confirmed the University's view. (See *Almanac* February 28, April 4, April 11, April 18, 1978.)

University Appeals Discrimination Ruling

The University has appealed to Common Pleas Court a Philadelphia Commission on Human Relations ruling that the University was guilty of racial discrimination in the firing of James Johnson, a stockkeeper in the Laboratory for Research on the Structure of Matter, in September, 1975.

The commission found that Johnson, who is black, was fired "without cause and his being replaced by a white male employee constituted an Unlawful Employment Practice."

"We think that the commission committed numerous errors with respect to both its findings of fact and its conclusions of law," General Counsel Stephen B. Burbank said. "We would not have taken this appeal if we thought there was any substantial factual predicate for the ruling. However, after careful review we are convinced that there was no discrimination in this case and that acquiescence in the commission's ruling an order would not serve the best interest of the University."

According to Burbank, "a black held the job for seven years before Mr. Johnson and one also holds the job now."

On the Sale of Term Papers

I am concerned that members of this community may not be aware that the sale of term papers is, in certain circumstances, a crime in the Commonwealth of Pennsylvania. Specifically, 18 P.S. Section 7324 renders illegal the sale or offer for distribution of "any dissertation, thesis, term paper, essay, report or other written assignment" to a student enrolled at the University if the person selling or offering for distribution knows or has reason to know that "said assignment is intended for submission either in whole or substantial part under said student's name to such educational institution in fulfillment of the requirements for a degree, diploma, certificate or course of study." Section 7324 also renders illegal the sale or offer for sale of assistance in the preparation, research or writing of a dissertation, etc. in the same circumstances.

The University has been cooperating, and will continue to cooperate, with the Commonwealth's Department of Justice in an attempt to bring to an end activities which are prohibited by Section 7324.

—Stephen B. Burbank,
General Counsel

Settlement of the Eisenberg Case

From the Provost

I am very pleased to announce that Dr. Roselyn J. Eisenberg's lawsuit against the University has been settled and that all charges and counter charges arising out of this dispute have been dropped. As a result of the settlement, Dr. Eisenberg has received an appointment as assistant professor in the School of Veterinary Medicine, with a new seven-year tenure probationary period. Dr. Eisenberg's review for tenure in the veterinary school will be carried out without regard to the past history in the School of Dental Medicine. I do not regard this resolution as setting a precedent for the resolution of other questions that may arise in the future; rather it is a unique solution to a unique problem. Both Dr. Eisenberg and the University are pleased with this solution. In the joint statement announcing the settlement, Dr. Eisenberg has indicated her confidence in the leadership and fairness of the dean and the chairman of the Department of Microbiology in the School of Dental Medicine, Dr. Walter Cohen and Dr. Benjamin F. Hammond. I also wish to express my complete confidence in them and my firm belief that their actions and decisions throughout this difficult period were conducted with integrity and in accord with the highest academic standards.

Now that I am free of the restraint that I was under while legal proceedings were underway, I would like to resolve as well the disagreement which occurred between myself, the inquiry panel and the Faculty Grievance Commission in the Eisenberg case. As I pointed out in an earlier statement (*Almanac*, December 13, 1977), I felt (as did some of the other participants) that the procedures under which inquiries were conducted (and which had been approved by the Senate, the Council and the administration) were unfair because they permitted the grievant to be assisted by a University colleague, while denying that right to the responding party. My request to have this aspect of the procedure changed was refused by unanimous decisions of the Faculty Grievance Commission, and subsequently the Senate Advisory Committee, on the ground that such changes ought not be introduced in the conduct of a particular case, but should be proposed in the context of an overall review and revision of the faculty grievance procedure. Although the procedure used by the inquiry panel in Dr. Eisenberg's case was thus the one provided for in the faculty grievance procedure, I continue to believe that, in principle, the same rule as to assistance by a University colleague ought to apply to both parties to a grievance. I am confident that the new grievance procedures to be proposed will remedy this asymmetry in our original procedures.

At the conclusion of the panel's inquiry, I wrote to the chair of the Faculty Grievance Commission and informed her that I had accepted the panel's recommendations, although I was unable to accept all of the arguments supporting the recommendations, in part because of my concern over the procedural problems mentioned above.

Unfortunately, however, I was misinformed at that time about some aspects of the panel's procedures and, in consequence, made statements which mistakenly suggested that they had been less than impartial in their evidence gathering and conclusions. I regret the impression that these statements might have created, and wish to emphasize that I do not believe that improper considerations of any sort influenced the panel's judgment.

I still have reservations about the panel's interpretation of some of the facts in the case; however, I would not want these reservations as expressed in any previous statements to be misinterpreted as implying any doubts as to their integrity and commitment to objectivity. I have assured the members of the panel (Professors Fay Ajzenberg-Selove, Larry Gross and Jerre Levy) of my confidence in their integrity, and I would like to use this opportunity to correct any misimpression that may be held by other members of the University community and to express my thanks to the panel members.

—Eliot Stellar
September 12, 1978

Settlement Statement

During the spring of 1976, Dr. Roselyn Eisenberg was considered for the position of associate professor with tenure in the School of Dental Medicine of the University of Pennsylvania. Her department chairman, Dr. Benjamin F. Hammond, opposed her candidacy for tenure. Upon consideration, her tenure was denied.

Believing that she had been discriminated against because of her sex, and otherwise unfairly treated in connection with this denial of tenure, Dr. Eisenberg filed a grievance with the University of Pennsylvania Grievance Commission and a charge of discrimination with the Equal Employment Opportunity Commission. In August of 1977, Dr. Eisenberg filed suit in Federal District Court, alleging violations of her civil rights in connection with her employment and denial of tenure against the University of Pennsylvania, the University of Pennsylvania School of Dental Medicine, the Committee of Full Professors of the School of Dental Medicine for 1975-1976, the Committee on Faculty Appointments and Promotions of the School of Dental Medicine, Dr. Walter Cohen, Ned B. Williams, Benjamin F. Hammond, Eliot Stellar and Martin Meyerson.

The defendants deny any wrong-doing whatsoever and do not admit any of these allegations. However, all the parties have concluded that it would be desirable and in their best interest to settle this action upon the terms of the settlement agreement entered into on June 5, 1978 to avoid the further expense, inconvenience and disturbance of burdensome and protracted litigation, to put to rest all controversy and all claims among them and to allow them to return to their academic pursuits. The parties are satisfied that the terms and conditions of the settlement referred to are fair and satisfactory.

The parties to this settlement regret their past differences. Dr. Eisenberg believes that Dr. Cohen will continue to provide effective leadership as dean of the School of Dental Medicine, and that Dr. Hammond will continue to carry out his duties as chairman of the Department of Microbiology in the School of Dental Medicine with fairness and impartiality and without regard to the sex of the individuals affected by his actions. Dr. Eisenberg does not and will not oppose the continuation in or reappointment to their respective positions of Dr. Cohen and Dr. Hammond. Dr. Cohen and Dr. Hammond do not and will not oppose Dr. Eisenberg's promotion to associate professor with tenure in the School of Veterinary Medicine if a tenure review or reviews shall be requested by her in accordance with the settlement agreement dated June 5, 1978.

—Dr. Roselyn J. Eisenberg
Dr. Benjamin F. Hammond
Dean Walter Cohen

Settlement Agreement

The Trustees of the University of Pennsylvania ("the University"), Martin Meyerson, Eliot Stellar, D. Walter Cohen, Benjamin Hammond and Roselyn Eisenberg ("Dr. Eisenberg") for and in consideration of the mutual promises contained herein, AND EACH INTENDING TO BE LEGALLY BOUND HEREBY, agree as follows:

1. The University shall employ Dr. Eisenberg in the position of assistant professor of microbiology in the Department of Pathobiology in the standing faculty of the School of Veterinary Medicine of the University for a period of seven years commencing July 1, 1978. If promotion and tenure are not granted to Dr. Eisenberg prior to June 30, 1985, Dr. Eisenberg shall no longer be employed by the University.

2. [Statement of Dr. Eisenberg's salary.]

3. Dr. Eisenberg shall, at her request, receive a review for promotion to associate professor with tenure at such time or times after June 30, 1981 and before June 30, 1984 as she may elect; such review or reviews for tenure shall be in the School of Veterinary Medicine and not in the School of Dental Medicine. The review(s) shall be conducted by the School of Veterinary Medicine in accordance with the procedures and standards then in effect governing such review(s).

4. In the event that the Department of Pathobiology of the School of Veterinary Medicine votes to recommend Dr. Eisenberg for promotion to associate professor with tenure, and this proposal is approved by the personnel committee of the School of Veterinary Medicine and the dean, the provost and president of the University will recommend to the trustees of the University that Dr. Eisenberg be awarded the position of associate professor of microbiology with tenure in the standing faculty of the School of Veterinary Medicine.

5. In the event that Dr. Eisenberg is granted tenure in the School of Veterinary Medicine, Dr. Eisenberg's salary shall be determined by the dean of the School of Veterinary Medicine in accordance with normal University procedures and shall be paid by the University until her death, resignation or retirement from central University funds.

6. During the period from July 1, 1978 through June 30, 1981, the University will provide from central funds financial support of Dr. Eisenberg's research, including supplemental stipend of two-ninths of academic base salary if she elects to work for 11 rather than nine months, at the same level as such support was furnished during the year ending June 30, 1978 adjusted for salary increases; *provided*, however, that Dr. Eisenberg shall use her best efforts to obtain grants to support her research, including her summer stipend and an appropriate portion of her academic base salary, and that any grants which she receives shall be applied to reduce or eliminate the University's financial obligations under this agreement.

7. Dr. Eisenberg shall have a laboratory at the School of Veterinary Medicine and the laboratory space which she now occupies in Rooms 245 and 246 may be reassigned by the School of Dental Medicine. However, the University shall cause the School of Dental Medicine not to assign to anyone other than Dr. Gary Cohen the laboratory space which he now occupies with supportive staff in Rooms 212, 213, 215, 216, 227 and 228 in the Leon Levy Building unless and until (i) Dr. Cohen vacates this space or (ii) Dr. Eisenberg and Dr. Cohen are no longer conducting joint research. So long as Dr. Cohen is conducting joint research with Dr. Eisenberg, she may use with him additional space which he now shares in the School of Dental Medicine.

8. Dr. Eisenberg will make no claim to tenure based upon (i) her employment or appointment as an assistant professor in the School of Veterinary Medicine for any period after June 30, 1978; (ii) the fact that the University has not terminated her employment completely as of June 30, 1978; or (iii) the failure of the University

to give unconditional notice of termination of her employment as of June 30, 1978, and she hereby expressly releases and waives any claim to tenure on any of these grounds.

9. Dr. Eisenberg shall execute a general release in the form appended hereto, releasing the University and each of the other parties to the litigation captioned *Eisenberg v. The University of Pennsylvania*, Civil Action No. 77-2958 in the United States District Court for the Eastern District of Pennsylvania and shall stipulate to the dismissal of this litigation with prejudice.

10. Dr. Eisenberg shall withdraw all other complaints, charges or grievances brought by her against the University and/or any of its officers or employees, within or without the University, and she shall not bring any other complaint, charge or grievance or initiate or voluntarily participate in any other proceeding or investigation, within or without the University, concerning her employment by the University prior to the date of this agreement. In addition, all of the parties shall use their best efforts to effect the termination of any and all proceedings or investigations, pending or threatened, respecting, relating to or arising out of Dr. Eisenberg's employment prior to the date of this agreement; *provided*, however, that if the complaint of the Faculty Grievance Commission against Provost Stellar placed before the Senate Committee on Academic Freedom and Responsibility on April 7, 1978 is not withdrawn, Dr. Hammond is not precluded from asserting his complaint against the Faculty Grievance Panel in the same form and manner.

11. None of the parties to this agreement shall disclose or circulate to any other person any of the reports of the panel which considered Dr. Eisenberg's grievance under the University's grievance procedure, or the contents thereof, and all of the parties shall use their best efforts to prevent others from disclosing or circulating these reports or the contents thereof.

12. Dr. R. Eisenberg, Dr. D.W. Cohen and Dr. B. Hammond shall each execute the "Settlement Statement" appended hereto.

13. [Statement of attorney's fees.]

14. This agreement shall be effective and binding upon all parties if and when, but only if and when, the following two conditions are met: (i) the School of Veterinary Medicine approves Dr. Eisenberg's appointment as an assistant professor in the standing faculty of the School of Veterinary Medicine; and (ii) the Academic Freedom Committee of the School of Veterinary Medicine determines the agreement to be valid and binding in accordance with its terms. All parties shall cooperate in an effort to have these conditions met.

15. This agreement may be executed in counterparts.

—The Trustees of the University of Pennsylvania

Signed by Martin Meyerson, Eliot Stellar, D. Walter Cohen, Benjamin Hammond, Roselyn Eisenberg.

Reviewed and determined to be valid and binding by the Academic Freedom Committee of the School of Veterinary Medicine.

News Briefs and Bulletins

PENNCAP Recruits Low-Income Students

Talented low-income students throughout the state are being encouraged and prepared to come to the University of Pennsylvania under the auspices of PENNCAP.

"The PENNCAP program recruits students for Penn with academic potential who, due to poor performance on standardized tests, inadequate high school preparation, or both, would not normally be admitted. Students are eligible who are highly motivated and have an adjusted family income of \$10,000 or less, and a predicted grade point average of C or less," according to Dr. Valerie Swain Cade, director of the program.

The program, established in 1971 through the Higher Education Equal Opportunity Program (Act 101), currently has 100 students here.

Vanpools Ride On

Drivers and riders are needed for vanpools forming in the far northeast (Bustleton Avenue to Roosevelt Boulevard), the Main Line area, Springfield and West Chester (along route 3). For information, call Tony Smith at Ext. 5831. Vanpool riders share the cost of renting and operating the University-leased van. Drivers organize the vanpool, then ride for free.

Helicopter Landing Procedure

The Department of Public Safety reminds the University community to inform the public safety dispatcher (Ext. 7297) in advance of all helicopter landings. Please provide: (1) date of anticipated landing; (2) agency making call; (3) origin of flight; (4) time of anticipated arrival; (5) name(s) of passengers; (6) destination of passenger; (7) condition of patient, if passenger is medical case. Public safety personnel must be present at all landings on Murphy field.

Report of Ad Hoc Advisory Committee on the Proposed Agreement with the Arab Development Institute

I am grateful to the members of the Ad Hoc Advisory Committee on the Proposed Agreement with the Arab Development Institute for their thoughtful report. I very much appreciate the contributions in time and effort that their report reflects. I have no doubt that the committee's report will be helpful in the important task of framing permanent guidelines for the acceptance by the University of gifts, grants and contracts.

—Eliot Stellar, Provost

Background

At the May meeting of the Steering Committee of University Council, President Meyerson reported a proposal for a contract between the University of Pennsylvania and the Arab Development Institute which he felt raised problems not fully covered by existing policy statements. In view of the need to respond quickly to the proposal it was agreed to establish an Ad Hoc Committee on Guidelines for the Acceptance of Gifts, Grants and Contracts (hereafter referred to as the "Guidelines Committee") to produce an interim policy statement which could then be reviewed at a more deliberate speed by regular Council and Senate committees.

The guidelines committee in its report of June 30, 1978 (see *Almanac, September 12, 1978*) recommended that contracts funded by foreign governments or by organizations closely affiliated with foreign governments should be reviewed by a broadly based faculty-student committee to determine the compatibility of the proposal with University policies, principles and goals. It suggested that in order to avoid delay in the review of pending proposals the review function be performed by a committee constituted of the chairman and chairman-elect of the Faculty Senate, the chairman of the Educational Planning Committee, the chairman of the Council Committee on Research and student members of the Steering Committee. The committee producing the present report was constituted accordingly, except that the unavailability of the current chairman of the Educational Planning Committee led to the appointment of the immediate past chairman in his stead, and one of the two students was the chairman of the Undergraduate Assembly rather than a member of the Steering Committee.

The Proposal under Review

The proposal the present committee was asked to review is a tentative agreement of cooperation for joint research, training and publication between the Arab Development Institute in Tripoli (ADI) and the University of Pennsylvania. The agreement is intended to provide an umbrella for various projects. The first two are a proposal for a joint study on the analysis of social structure in Libya and a proposal for support for the development of a curriculum for the teaching of Middle Eastern history and culture in secondary schools in the U.S. Conferences on each of these topics are planned. Long-range cooperation is to include such activities as the development and funding of courses and lectureships on Arab history and culture at the U. of P., non-degree programs at Penn for "qualified persons" sent by the ADI, the facilitation of research in Libya by Penn scholars and the provision of experts by the U. of P. for consulting to the ADI. Annual joint research seminars are also to be conducted.

The agreement is to be supervised by a joint committee consisting of three representatives of the ADI and three from the U. of P. (one from the U. of P. Institute for Advanced Studies on the Middle East, one from the U. of P. Social Science Institute and the third chosen by the two institutes).

The agreement specifies that lists of participants are to be submitted to ADI along with budget proposals for the first two projects dealing with social structures analysis and Middle East curriculum. The ADI is to provide \$180,000 for the first year's projects and the U. of P. "commensurate resources."

With respect to the kinds of issues posed by the guidelines, the agreement only states, "All activities and projects carried out under this agreement must conform to the guidelines on academic freedom and nondiscrimination established by the participating institutions."

The Arab Development Institute appears to be a relatively new entity, established and funded by the Libyan government, and with its activities, to this point, predominately in the area of the physical sciences.

Work of the Committee

The present committee had the benefit of consultations with Professors Frederick Frey and Thomas Naff, who are the principals involved in the proposal relating to the Arab Development Institute, with Professor Herbert Callen, who wrote to the provost requesting that he be heard by the committee, and with vice-provost Donald Langenberg in his role as the main academic administrator under the provost concerned with research policies. Associate Provost James O. Freedman attended some of our meetings as an observer.

In interpreting the injunction of the guidelines committee to assess the compatibility of the proposal with "University policies, principles, and goals on grounds other than academic merit," the present committee based its deliberations mainly upon the specific conditions for the acceptance of gifts, grants and contracts suggested by the guidelines committee itself.

Recommendations

The committee regretfully concludes that the proposal in its present form does not satisfy the guidelines to an adequate degree. The committee would like to stress that this conclusion in no way reflects a lack of confidence in the independence and integrity of the faculty members involved in this proposal. It rather reflects the philosophy implicit in the report of the guidelines committee that the contractual arrangements should provide an independent guarantee that the policies, principles and goals of the University are protected.

Independence and nondiscrimination. The most important guidelines that we consider to be inadequately protected call for the independence of the Penn faculty participants and for the avoidance of any jeopardy to the University commitment to the principles of academic freedom and nondiscrimination (items 2 and 3 of the guidelines committee report). The clause cited above provides, to be sure, general assurance, but the guidelines make it clear that explicit assurances must be provided. The circumstances of this proposal seem to this committee to provide an example of the wisdom of the guidelines committee in calling for specific rather than general clauses relating to academic freedom and nondiscrimination.

The lack of specificity would be adequate grounds for our recommendation, but the committee considers it desirable to face the underlying issues raised by this proposal. The committee is aware that almost any grant made, including those by U. S. government agencies, can entail some restriction on the independence of the investigators. Usually, the restrictions are designed to ensure that the donor's purposes in making the grant are achieved, but it cannot be denied, particularly in social science areas, that there may be in addition subtle influences affecting the work of investigators in their relation to their donors. In the United States these tendencies are limited by the widely understood and accepted concepts of academic freedom, independence of investigators and the nature of scholarly research.

On the other hand, there are many countries in which similar principles are not so widely recognized. From this standpoint it would be desirable to have undertakings completely funded at the outset rather than in the form of distributions over time.

We do not start with the intention of judging a particular foreign

institution or foreign government in order to decide whether it is an acceptable source of funds. However, a judgment to determine whether or not a given grant is consistent with University principles is unavoidable. In this case, it must be said that in the opinion of at least some members of the committee, the actions and policies of the Libyan government do not inspire confidence that it would avoid using its financial power to influence the results of academic research. Also, the committee heard conflicting reports of the policies and practices of Libya with respect to the admission of Jewish personnel, thus opening the possibility that Jewish personnel could not participate fully in the activities contemplated in the contract.

The committee is not, however, prepared to say that funds from this or any other given source should be rejected regardless of the conditions under which they were offered. It is doubtful, for example, whether a completely unrestricted donation to the endowment funds of the University without any earmarking of its use whatsoever should be rejected from any source. When a grant to the University is not unconditional but tied to specific purposes, then the problem becomes one of assessing the extent to which circumstances of the grant seem to ensure that University principles are preserved and University goals served. And if what is proposed, as in this case, is a University association with a foreign government financed institution, there may be cases in which the University cannot avoid making a judgment that the moral position of the government concerned is so at variance with prevailing views in the University community as to make an association unfeasible. The committee believes, however, that such proscriptions should be rare. The prohibitions may limit the academic freedom of faculty members who do not believe that they are wise or justified. They may serve to increase the isolation of a foreign academic community which is neither in its interests nor desirable from a broader standpoint. In spite of our abhorrence of some of the policies of the Libyan government, we do not recommend that the University refuse as a matter of principle to enter into any contract with a Libyan government financed institution. However, we think additional safeguards are necessary in the proposed arrangements, and we presently set them forth.

Ideological advocacy. The call for protection from parochial or ideological advocacy contained in guideline 7 raises questions about the proposal for curriculum development. The committee doubts the wisdom of accepting any foreign funding for the development of curricula studying the history and culture of the area from which the funds are coming. At the minimum, when foreign funds are used there should be provision for the review of the content of such curricula by a competent group of experts appointed independently of the donor or the participants.

Other guideline issues. The committee wishes to mention two other considerations. One relates to the paragraph of the agreement which provides for the training of qualified persons sent to the University by the Arab Development Institute. We call attention in this connection to the guidelines committee recommendation that "care must be taken that the students are bona fide students devoted primarily to academic purposes and meeting the normal academic standards of the University" (item 8). More careful scrutiny needs to be given to the purpose and content of the academic program and to the control over the curriculum and selection of students.

Secondly, we note that at the present stage neither dean of the two schools involved (FAS and Education) has given his formal approval. Such approval not only signifies the dean's endorsement of the academic worthiness of the proposal (item 1 of the guidelines), but also his judgment that the priorities in his school justify

bearing the costs entailed in these projects at the expense of other budgetary claims (item 6 of the guidelines). The costs to the University, which would be assigned to the two schools, include overhead costs which the plans propose be waived and some direct expense in terms of released teaching time.

Proposals for dealing with foreign donors. The kinds of questions raised here are not likely to prove unique to proposals for cooperation with a Libyan institution. It may be necessary to assess each proposal involving a foreign donor individually and to insert in each contract appropriate clauses tailored to the given situation. This obviously would entail great difficulty in dealing with specific donors who might resent the comparative assessments of academic virtue by the University.

Another more feasible alternative, suggested or implied by the guidelines committee (item 3), is to develop standard provisions to be included in any contract with a foreign entity. These should incorporate specific commitments to ensure the independence of investigators, including the unfettered right to publish research results and the right to select colleagues without external scrutiny. The University policies of nondiscrimination should be made a matter of specific contractual obligation and each signatory should aver that to the best of its belief and knowledge no participant will be barred from any form of participation, including aspects which require entry to and travel within the country, because of sex, race or religion.

Furthermore, all foreign contracts should be reviewed annually to ascertain whether the history of their administration does indeed suggest that they have been run in accordance with University principles. The responsibility for review might be delegated by the provost to the vice-provost for research. It should be added that, in the case of general contracts of cooperation with foreign entities, the management of the agreement from the U. of P. side should be appointed by the provost.

Such provisions are likely to be readily accepted by donors in countries where there are traditions of academic freedom, and the fact that they are applicable to all foreign entities may avoid offending any.

Finally, the committee would like to raise a question about the appropriate University stance with respect to association with relatively untested foreign institutions. The University, like other educational institutions in advanced countries, has some obligation to assist new institutions in developing countries. The flow of benefits need not all be one way since such institutions may be able to facilitate the work of our social science scholars through the provision of access to research sources and through unique knowledge and insights. A broad framework agreement providing for cooperation in ways that are only generally indicated may, to be sure, have the advantage of encouraging the development of specific projects. Yet, it must be questioned whether the University should commit itself in general terms to a cooperative agreement in which the mechanisms and outcomes are surrounded with unusual uncertainty. A better path may be through a series of specific projects taken one at a time, which enables each side to learn about the other and to assess the costs and benefits.

—*Ad Hoc Advisory Committee on the Proposed Agreement with the Arab Development Institute*

Irving B. Kravis (economics), Chairman

Mark Lerner (undergraduate student)

Tish Murphy (graduate student)

Howard Myers (pharmacology, dental)

Walter Wales (physics)

Julius Wishner (psychology)

Drs. Frederick Frey and Thomas Naff Reply:

A. Introduction

1. We appreciate your sending us the *Report of the Ad Hoc Advisory Committee on the Proposed Agreement with the Arab Development Institute* (August 11, 1978). The purpose of this memorandum is to respond to that document and to certain aspects

of the interim guidelines of June 30, 1978 on which the advisory committee's report is stated to be based.

2. In an immediately practical sense, both the advisory committee's report and our response are unnecessary because, as we informed the committee, the Arab Development Institute abandoned this proposal and moved on to other projects in midsummer. Our earliest exploratory meetings with the ADI

occurred more than 18 months ago, in conformity with then established guidelines and University policies, and with full consultation with the dean of FAS, the provost and the president. The final draft of the proposed agreement was completed six months prior to the advisory committee's report, and was approved, with very few alterations, by a committee of the University's trustees. Hence, in view of such extremely drawn out procedures, it seems quite understandable that ADI or any other foreign academic institution might well feel that either deliberate delay or inauspicious confusion posed an insurmountable obstacle to scholarly cooperation. At our request, ADI had twice extended the agreed deadline for deciding the matter. But when still further ad hoc review procedures were required, they felt forced to cancel the enterprise. It was, after all, likely to involve nearly one million dollars of their funds over the five years contemplated for the agreement. To maintain such a significant proportion of their resources in limbo so long clearly hampered their ability to proceed with the rest of their research program.

3. We do, nonetheless, wish to respond to the committee's report because we feel that it, the interim guidelines and the entire episode raise grave issues for the future of research and international academic cooperation by the University of Pennsylvania. We shall first deal with the basic issues of the ad hoc advisory committee's report, then with a few critical features of the interim guidelines and conclude with a general comment. Throughout we shall be as brief as possible and discuss only major points.

B. The Ad Hoc Advisory Committee's Report

1. Even though this particular project has been lost, scrutiny of the committee's report is important insofar as it establishes precedents of principle and procedure. Moreover, there are important lessons that emerge from these experiences.

2. The advisory committee concluded that the U. of P./ADI proposal, in its present form, does not satisfy the interim guidelines to an adequate degree. It stated that the most important guidelines that were inadequately protected were those calling for "the independence of the Penn faculty participants" and for "the avoidance of any jeopardy to the University commitment to the principles of academic freedom and nondiscrimination." With sincere respect, we feel that in both judgments the committee's reasoning, use of evidence and selection of principles for application were faulty. Since the latter judgment is probably the clearer, let us examine it first.

3. *Academic freedom and nondiscrimination.* From the outset of the negotiations, the matters of academic freedom and nondiscrimination were a key topic because we were all aware of the hostility between Libya and Israel and were concerned lest it lead to discrimination against Jewish colleagues participating in the project. From the outset, we were repeatedly assured by ADI that full participation by Jewish colleagues was completely acceptable. This understanding concerning nondiscrimination (extended to exclusion on any irrelevant basis such as sex, race, religion, etc.) was then incorporated in the proposal in the most clear and comprehensive brief formulation we could conceive: "*All activities and projects carried out under this agreement must conform to the guidelines on academic freedom and nondiscrimination established by the participating institutions.*" In this fashion, all of this University's guidelines, including the "interim guidelines" and any newly adopted policies, would be part of the agreement. ADI was furnished copies of all relevant documents, and there is no difficulty in appending them to the agreement.

The advisory committee nonetheless says that the U. of P./ADI proposal states "only" the provision just quoted and that it is insufficiently specific. Our contention is that the proposal meets every stipulation of the "interim guidelines" (especially item 3)—concerning academic freedom and nondiscrimination, that it is both comprehensive and specific, and that further elaboration of the matter would only prove invidiously redundant. To expatiate unnecessarily on this point reflects an arrogance toward Third World countries that those who have worked there realize is bitterly resented. The provisions of the proposal quite unmistakably

protect academic freedom and nondiscrimination to the extent that the University itself has been able to formulate them, even allowing for future improvements.

4. *Independence of the Penn faculty participants.* Unlike the committee's judgment on the matters of academic freedom and nondiscrimination, which we find relatively clear (except for the failure to elaborate the kind of non-redundant "specificity" they have in mind), we find this judgment extremely vague and/or unrealistic. The critical question is how the independence of the Penn faculty participants is threatened. There is mention of "subtle influences" that, of course, might be present; there is mention of the fact that "some members" of the committee do not have confidence that the Libyan government might not attempt to use its financial power to intervene; and there is reference to "conflicting reports" (from where, with what credibility, we do not know) concerning the sincerity of the Libyans' willingness to admit Jewish personnel. These supposed threats are so vague or conjectural as to preclude clear response. Nevertheless, the committee does not contend that the mere fact that Libya is involved should lead to a principled refusal to engage in cooperative research. Thus, the issue boils down to a question of adequate safeguards for the perceived risks, which the committee purports to specify.

The U. of P./ADI proposal establishes a joint committee consisting of three U. of P. representatives and three ADI representatives to supervise the agreement. Thus, neither side can dominate the other, as seems appropriate in a "cooperative agreement." The proposal also calls for annual funding and review of all projects. At any time, if cooperation breaks down because either party feels discriminated against, threatened or otherwise aggrieved, the agreement can be terminated. Indeed, since the preponderance of the funds comes from ADI, they might be said to have much more to lose from premature termination than the U. of P. Clear specification of the activities envisioned, equal representation on the controlling committee, and annual review of operations, accompanied by the other safeguards of open bilingual publication of all research results, regular conferences, etc., seem to us to constitute about as well protected an arrangement as could be devised.

The advisory committee adds little that is realistic in the way of additional safeguards. They call for annual review (which was provided for in the proposal) and suggest that "the management of the agreement from the U. of P. side should be appointed by the provost." We have no objection at all. They note that neither involved dean (FAS and Education) has given his formal approval. The existing guidelines explicitly required no such approval, and we have kept the dean of FAS deeply and continually informed of all aspects of the enterprise. At no time did he register his disapproval. Lacking clarification of who were "the appropriate University officers" (interim guidelines, item 10), we anticipated that the deans' counsel would be formally taken by the president and provost.

The advisory committee rather wistfully wishes that foreign research undertakings be "completely funded at the outset rather than in the form of distributions over time." This seems possibly part of a desire for strong controls by us and only grants and guarantees from them that is characteristic of a parochial and supercilious approach to international research cooperation. There is scant sensitivity to the needs and problems of such enterprises.

We totally agree with the advisory committee's suggestion that "standard provisions to be included in any contract with a foreign entity" be developed by the U. of P. Not having such standard safeguarding provisions, however, we could not incorporate them in the agreement, as we would have done.

On the other hand, the advisory committee "doubts the wisdom of accepting any foreign funding for the development of curricula studying the history and culture of the area from which the funds are coming." Although we do not know what force to ascribe to "doubts," this posture seems patently unrealistic to us. Not only does the United States regularly fund such efforts abroad, but the U. of P.'s own Italian Center, for example, receives such funds, and the contributions of Japan, West Germany, Canada and other

countries to studies in the U.S. of their nations are long established and respected. As far as independent review of such grants (the committee's back-down position) is concerned, we, again, have no objection and could easily incorporate such a provision.

5. There are many other less important statements in the advisory committee's report which we might question, but we wish to conclude this section with a comment about the committee itself—its representativeness, its role and its procedures.

The "interim guidelines" recommended that foreign contracts be reviewed by a "broadly based faculty student committee." However, to expedite review of this proposal, the guidelines suggested that it be reviewed by a committee composed essentially as the advisory committee was composed. Unfortunately, we feel that the advisory committee was seriously unrepresentative. This regrettable narrowness had three salient aspects: 1) there was no faculty representative at all from the "social sciences" as they are sometimes strictly defined—those sciences between economics on the one hand and psychology on the other; 2) there was no faculty representative with extensive direct experience in field research in the developing world, particularly in the Middle East; and 3) there was no faculty representative who was deeply involved with the international programs of the University. This lack of a voice representing professional experience in the kinds of research contemplated and the area of interest seems to us reflected in the nature and tone of the committee's report. The library, the computer and the laboratory in the United States do not really acquaint one with the realities of international field research, nor do they lead to a strong interest in such activities, despite good intentions.

The role of the committee also is unclear. Does it sit primarily as a tribunal, or is part of its function to assist researchers? This is a serious question. Many of the objections of the committee seem to us matters that could have been easily resolved to our mutual satisfaction if more of a cooperative, give-and-take role were adopted and less that of a tribunal. Perhaps a tribunal is needed, but one must then expect the committee to develop better procedures for handling evidence, permitting the parties to confront contradictions, reporting the bases for findings, etc. The committee's allusions to "conflicting reports," etc., which we were never permitted to confront or resolve inevitably leave a very bad recollection of the experience. We also feel that the report inadequately reflects our presentations before the committee on various important points. Altogether, we believe that a much wiser reaction on the part of the advisory committee would have been to do as the Trescher committee suggested (see *Almanac*, May 23, 1978) and place the burden of proof on those who would oppose significant research. It could have worked with us to improve any feasible safeguards and perhaps even have said, if doubts remained, try it for the first year and let us see how it goes. Given the many

safeguards built into the proposal, the idea of any great risk to the University of Pennsylvania from this project seems quite implausible to us.

C. The Interim Guidelines

1. Although we are very sympathetic to most of the "interim guidelines," some of what we regard as the inadequacy of the advisory committee's report must be traced to problems with those provisions. Space precludes entering into much detail here, but it seems worthwhile to flag a few major concerns.

2. The matter of nondiscrimination requires serious attention to develop assurances that are maximally effective without being gratuitously offensive to other nations and cultures. We do not believe that the guidelines will reflect both of these considerations.

3. Item 12 is so loosely worded as to permit impossible delay of a project. A few ideologically committed opponents could, for example, hang up a project for months by raising their supposed objections serially. A much better procedure would be to require that all foreign research proposals be publicly laid before the University for a specified period of time, during which all objections should be made. These would then be considered and the project accepted, modified or rejected within a known and reasonable time period.

4. We consider item 7 requiring that "faculty in a particular discipline should represent fairly the diversity of methodologies and approaches within the field" also to be unrealistic. Many extremely successful disciplines and departments have been disproportionately populated by scholars with particular perspectives, thus often leading the way to change in the discipline. Methodological representativeness is an unwise and unworkable demand to place on academic programs, probably purchasing freedom from parochiality or ideological advocacy at the price of achievement.

D. General Comment

On the whole, we feel that this entire scenario reflects rather poorly on the University of Pennsylvania. It displayed the lack of a clear and thoughtful policy concerning foreign area research and the absence of corresponding practical procedures for its implementation. It revealed the dangers of serious politicization of academic activities and led to proposals, fortunately discarded, that might have undermined the international position of the University. We feel that it is to the credit of the University that these reefs and shoals have probably been avoided. We came alarmingly close to some very unwise moves, however, and a significant research opportunity has been lost. Some demoralization of those interested in foreign area research seems inevitable. If we can go on to precipitate from this experience a clear and more realistic policy concerning foreign area research, including protection against ideologically based procedural delay, then perhaps a positive net result can ultimately be obtained.

Openings

The following listings are condensed from the personnel office's bulletin of September 14, 1978. Dates in parentheses refer to the Almanac issue in which a complete job description appeared. Bulletin boards at 14 campus locations list full descriptions. Those interested should contact Personnel Services, Ext. 7285. The University of Pennsylvania is an equal opportunity employer. The two figures in salary listings show minimum starting salary and maximum starting salary (midpoint). An asterisk () before a job title indicates that the department is considering promoting from within.*

Administrative/Professional

Applications Programmer (9-12-78).
Assistant Director, Annual Giving II (9-12-78).
Assistant Director, Wharton Graduate Alumni (9-12-78).
Assistant to Director (two positions) (9-12-78).
Associate Director (9-12-78).
Associate Director for Administration (9-12-78).
Associate Director for Maintenance Operations (9-12-78).
Business Administrator I records expenditures and income in accounts. Background in accounting, bookkeeping. University experience preferred. \$9,275-\$13,000.

Business Administrator III (9-12-78).

Business Administrator IV (9-12-78).

Coach (9-12-78).

Coach Assistant (9-12-78).

Controller (9-12-78).

Coordinator, Alumni Placement (9-12-78).

Director, Career Planning Services, Non-Corporate Placement (9-12-78).

Director, Small Animal Hospital (9-12-78).

Director of Facilities Management (9-12-78).

Director of Patient Assignment (9-12-78).

Engineer, Maintenance (New Bolton Center) (9-12-78).

Engineer, Pressure Chamber operates hyperbaric chamber complex during therapeutic or experimental compression and decompression exposures. Mechanical aptitude and ability to read blueprints desirable. Training and experience in diving and in high pressure systems. \$11,025-\$14,100.

Junior Research Specialist (three positions) (9-12-78).

Landscape Architect (9-12-78).

Librarian II (9-12-78).

Library Department Head III administers and interprets policies and programs. Master's degree in library science from ALA accredited school, second master's degree or competence in biomedicine. \$14,400-\$20,550.

Placement Counselor (9-12-78).

***Programmer Analyst I** (9-12-78).
Project Coordinator (9-12-78).
Research Specialist I (*four positions*) (9-12-78).
Research Specialist II (*three positions*) (9-12-78).
Scheduling Coordinator executes registration forms for events. College graduate with theater degree preferred. Knowledge of technical theater and general office skills. \$9,275-\$13,000.
Senior Systems Analyst (*three positions*) (a) supervises part-time programmers and manages data base, file manipulation and data processing (knowledge of Fortran, Mark IV, DEC-10 systems; five years' experience); (b) designs, maintains and operates computer systems (programming and systems experience); (c) (9-12-78). \$14,000-\$20,550.
Senior Systems Programmer (9-12-78).
Systems Analyst (9-12-78).
Terminal Manager (9-12-78).

Support Staff

Administrative Assistant I (*three positions*) (a) (*two positions*—9-12-78); (b) interviews and advises students (familiar with student counseling and guidance procedures). \$7,150-\$9,150.
Administrative Assistant II (*two positions*) (a) (9-12-78); (b) involves budgeting, accounting, typing and shorthand (college degree preferred; shorthand, typing, accounting experience). \$7,700-\$9,850.
Assistant Equipment Manager (*two positions*—9-12-78).
Assistant Women's Coach (9-12-78).
Cashier (9-12-78).
Clerk III records and processes freshman application forms. Clerical experience at the college or university level. \$6,225-\$7,975.
***Computer Terminal Operator** operates computer terminals, burster, decollator, scanner and COM equipment. Three to six months' experience. \$6,700-\$8,575.
Coordinating Assistant I (9-12-78).
Dental Technician II (9-12-78).
Electronics Technician III (9-12-78).
Farm Hand (9-12-78).
Financial Assistant assists in supervising internal accounting, accounts payable and receivable. College degree in accounting preferred, five to 10 years' clerical work in an accounting department. Salary to be determined.
Herdsmen II (9-12-78).
Instrumentation Specialist (9-12-78).
Library Clerk (9-12-78).
Network Supervisor maintains, develops and documents computer network initiated by the former office of computer activities. High school graduate with additional technical education courses; five years' experience in electronics, two years' supervisory experience. \$8,250-\$10,550.
Police Officer, University (9-12-78).
Psychology Technician I (*two positions*—9-12-78).
***Radiology Technician** (*two positions*) assists in planning, presenting and instructing students in radiographing animals and producing diagnostic radiographs. Graduation from high school and an accredited animal technician program. \$8,750-\$10,750.
Receptionist (9-12-78).
Recorder (9-12-78).
Research Bibliographer I (9-12-78).
Research Bibliographer II (9-12-78).
Research Laboratory Technician II (*four positions*) (a) (9-12-78); (b) investigates biological preparations by optical and magnetic resonance spectrophotometric techniques (B.S. in chemistry preferably with a minor in biology; courses in physical chemistry and calculus are mandatory); (c) is responsible for the care of rabbits and cats in research (one to two years' experience in animal care); (d) performs radioimmunoassays and protein binding assays for cyclic nucleotides and prostaglandins (college graduate, high school graduates will be considered). \$7,650-\$9,800.
Research Laboratory Technician III (*12 positions*). See campus bulletin boards for details. \$8,625-\$11,050.
Secretary II (*13 positions*). \$6,225-\$7,975.
Secretary III (*11 positions*). \$6,700-\$8,575.
Secretary, Medical/Technical (*six positions*). \$7,150-\$9,150.
Secretary, Technical Word Processing operates Lexitron for scientific manuscripts and transcription of correspondence from dictating machine. Excellent typing, knowledge of word processing. \$7,150-\$9,150.
Senior Dental Assistant (9-12-78).
Stack Attendant (*two positions*) (9-12-78).
Technical Secretary (9-12-78).

Part-Time

Details on four administrative/professional and nine support staff positions can be found on campus bulletin boards.

Memorial Service for Dorothy Bemis

A memorial service for Dorothy Bemis, founder of the Lippincott Library, will be held in the Rare Book Room of Van Pelt Library, September 28 at 4 p.m.

Workshops for A-3s Planned

A-3 employees can learn about the new A-3 retirement program, A-3 benefits, reclassification and salary information and grievance procedures at four workshops on Thursday, September 26, 1978. The University's new ombudsman, John Keene, Assistant Ombudsman Waltrud Gossman, Office of Equal Opportunity Administrator James H. Robinson, and personnel office staff members Cynthia Latham, Victoria Mulhern and Odessa McClain will lead the workshops in two identical one-hour sessions at noon and 1 p.m. in the second floor of Houston Hall. Call Phyllis Friedman (Ext. 7894) for further information.

HUP Treatment Programs

The Center for Behavioral Medicine at the Hospital of the University of Pennsylvania has begun its fall treatment programs—smoking, problem drinking, obesity and individual therapy. Call 662-3503/3527 for appointments and information.

Things to Do

Send information for listings to Almanac, 515 Franklin Building/16. Deadline for inclusion is the Tuesday before the Tuesday of the issue in which the listing will appear.

Lectures

The Energy Club sponsors an **energy conservation** seminar, September 20, 7:30 p.m., Franklin Room, Houston Hall. § John D. Thompson, professor, Yale School of Medicine, Department of Epidemiology and Public Health, conducts a research seminar on **Case Mix and Resource Use: Administrative and Reimbursement Implications**, September 21, 4:30 to 6 p.m., in the National Health Care Management Center auditorium. § **Circulatory Effects of High Oxygen Pressure on the Brain** will be discussed by Dan Torbati, Ph.D., of the Penn Institute for Environmental Medicine, 12:30 p.m., September 26, in the physiology library, fourth floor, Richards Building.

Films

The Penn Union Council brings **Butch Cassidy and the Sundance Kid** to Irvine Auditorium on September 22 and **The Exorcist** on September 23, 7:30 and 10 p.m., \$1. § International Cinema features **One Sings, the Other Doesn't** (September 21, 7:30 p.m.; September 22, 4 and 9:30 p.m.) and **Coup De Grace** (September 21, 9:30 p.m.; September 22, 7:30 p.m.), in Hopkinson Hall; \$1.50 evening, \$1 matinee. § **The Battle of Yellow Sea** (with English subtitles) will be screened by the Chinese Movie Club, September 23, 2 p.m., in Irvine Auditorium; \$1.50, children under 10 free.

Mixed Bag

A display of recent books written by Wharton School faculty members can be seen during library hours, in the central area of the first floor of **Lippincott Library**, through October 31. § Penn kicks off its 102nd football season at Dartmouth, September 23, 1:30 p.m. You are invited to join the General Alumni Society for cocktails after the game at the Hanover Inn, Wheelock and Main Streets, Hanover, N.H. § **The Munier Mandolin Orchestra** performs in concert September 24, 8 p.m., Hopkinson Hall, International House; \$2 members, \$2.50 non-members. § **Faculty Tea Club** members are invited to an open house, September 26, 10:30 a.m. to noon, in Houston Hall East, Resources for Women, followed by a meeting at 1:30 p.m. in the Faculty Club. The meeting will feature a presentation by Jean Brownlee and Ruth Harris on *Looking at China Today Through a University Tour*. § **Morris Arboretum** offers two short courses on grass identification and basic botany. Call CH7-5777 for details.

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