

AFFIDAVIT IN SUPPORT OF APPLICATION FOR CRIMINAL COMPLAINT

I, Robert Plumb, being sworn, depose and state as follows:

1. I am a Special Agent with the Federal Bureau of Investigation ("FBI"), and have been so employed since June 2016. I am currently assigned to one of the FBI's Counterintelligence Squads in the Boston Field Office. My responsibilities include investigating violations of federal criminal laws relating to espionage and theft of trade secrets, the mishandling of classified and defense information, and export control laws. Previously, I was employed at the FBI as an Intelligence Analyst. I worked in this capacity for six years. I have participated in numerous investigations, during the course of which I have interviewed witnesses, conducted physical surveillance, executed search warrants, and used other investigative techniques to secure relevant information regarding various federal crimes.

2. I submit this affidavit in support of a Criminal Complaint charging Dr. Charles Lieber ("LIEBER") with making materially false, fictitious and fraudulent statements in a matter within the jurisdiction of the Executive Branch of the United States, in violation of Title 18, United States Code, Section 1001(a)(2). Specifically, based upon the evidence gathered thus far in this ongoing investigation, I have probable cause to believe and do, in fact, believe that LIEBER made materially false, fictitious and fraudulent statements regarding his participation in China's Thousand Talents Plan to the U.S. Department of Defense ("DoD") on or about April 24, 2018. I also have probable cause to believe and do, in fact, believe that, on or about January 10, 2019, LIEBER made and caused to be made a series of materially false, fictitious and fraudulent statements to the National Institutes of Health ("NIH") about his involvement in the Thousand Talents Plan and his affiliation with Wuhan University of Technology ("WUT") in China.

building blocks to push scientific boundaries in diverse areas from biology/medicine to energy and computing.” The Lieber Research Group’s website identifies its principal sponsors as NIH and DoD, including the Office of Naval Research (“ONR”) and the Air Force Office of Scientific Research (“AFOSR”). Based upon records maintained by NIH, DoD, and Harvard University, I know that the Lieber Research Group has received more than \$15,000,000 in grant funding from NIH and DoD since 2008.

7. A component of the United States Department of Health and Human Services, NIH is a government agency responsible for biomedical and public health research. The NIH conducts its own scientific research through an intramural research program, and also provides major biomedical research funding to non-NIH research facilities through an extramural research program. Many of the non-NIH research facilities that receive funding through NIH’s extramural research program are colleges and universities, including Harvard University.

8. In order to receive NIH funding, non-NIH research institutions must submit a detailed application describing, among other things: (a) the purpose and scope of the proposed research; (b) the amount of funding requested; and (c) how the funding will be used. Both during the application process and periodically after an award is made, the institution must also disclose to NIH all foreign collaboration and foreign sources of research support, including, but not limited to, research grants, cooperative agreements, contracts and/or institutional awards. Additionally, NIH requires research institutions to identify and disclose to NIH significant (typically greater than \$5,000) financial conflicts of interest by investigators (that is, the person or persons responsible for the design, conducting the research, and publishing or reporting the research performed pursuant to the grant), including those related to funds received from a foreign institution of higher education or the government of another country. Although it is the research institution itself that

“Strategic Scientist Agreement”). He also informed LIEBER that LIEBER had been recommended for the “The Recruitment Program of Global Experts,” which I know to be part of China’s Thousand Talents Plan. In subsequent communications on or about November 11, 2011, both LIEBER and the WUT Professor acknowledged that LIEBER would sign the Strategic Scientist Agreement at WUT on November 15, 2011.

12. According to the agreement, which was written in both Chinese and English, LIEBER was appointed as a Strategic Scientist at WUT for five years from on or about November 15, 2011, until on or about November 14, 2016. LIEBER’s objectives and tasks under the agreement were as follows:

Article Two Employment Objective and Tasks for Party B

1. Make strategic, visionary and creative research proposals to guide the advancement of disciplines or scientific research institutes to become first class disciplines or scientific research institutes in China or the world, especially in frontier areas.

2. Supervise young teachers or receive them as visiting scholars, guiding or co-guiding postgraduate students (including post-doctoral students), leading them to the international forefront of related fields, jointly publishing academic papers in top international journals (in the name of WUT, and WUT faculty or students as the first author) or publishing high-level academic monographs and guiding young teachers to win national awards or influential international academic awards.

3. Build up a Discipline Innovative Team, introducing and cultivating high-level talents to be as qualified as those of China’s 1000 Young Talents Plan, Distinguished Professors of Chang Jiang Scholars and winners of National Science Fund for Distinguished Young Scholars.

4. Conduct national important (key) projects or international cooperation projects that meet China’s national strategic development requirements or stand at the forefront of international science and technology research field.

5. Carry out international exchanges and cooperation, and host or jointly host prominent international academic conferences in the name of WUT.

in “personal benefits” and nearly \$800,000 USD in “research funding.” Specifically, the WUT Professor wrote,

I am very happy to let you know that, in the **World Recruitment Plan of renowned** experts in China (also called as one thousand plan of foreign experts), you have been approved and awarded as invited strategic foreign expert by Chinese government because of your **world-leading** achievements, the **good collaboration basis** between you and WUT, and your great **contribution** to national academic exchange between China and USA. You are provided with personal benefit of one million RMB (~158,800 USD), a research funding of 5 million RMB (~794,000 USD) for development of WUT-Harvard joint nano key lab and collaboration research. This plan is the highest plan/program for famous foreign scientists in Chinese scientific field and only 40 famous experts from the world were awarded. (Emphasis original.)

16. Nearly three months later, on or about June 27, 2012, the WUT Professor shared with LIEBER a contract titled “Employment Contract of ‘One Thousand Talent’ High Level Foreign Expert” between LIEBER and WUT (hereafter the “Thousand Talents Agreement”). The WUT Professor asked for LIEBER’s “ideas/comments/suggestions” within “one week when your schedule allows (of course, the sooner the better).” The first page of the agreement appeared as follows:

renowned journals;” to “organize 1-2 predominant influencing international conferences in his field in the name of Wuhan University of Technology;” and “invite 1-3 international top scientists to work in the lab as visiting scholars.” The agreement also required LIEBER to work at or for WUT “not less than nine months a year” by “declaring international cooperation projects, cultivating young teachers and Ph.D. students, organizing international conference[s], applying for patents and publishing articles in the name of” WUT.

18. In exchange for his work for and on behalf of WUT, WUT agreed to pay LIEBER \$50,000 USD per month, and living expenses of up to 1,000,000 Chinese Yuan (based on 2012 exchange rates, approximately \$158,000 USD) to be paid over the three-year term of the contract. The contract also allocated 11,000,000 Chinese Yuan (or roughly \$1.74 million USD based on 2012 exchange rates) for the joint Harvard-WUT Nano Key Lab and related research. The following portion of the contract documented those financial terms. WUT is referred to as “Party A,” while LIEBER is referred to as “Party B.”

19. In a subsequent email to LIEBER dated July 10, 2012, the WUT Professor told LIEBER that WUT's president had signed the "1000 plan agreement" and that executed copies of the agreement had been mailed to LIEBER in Massachusetts for his signature. In an email dated on or about July 21, 2012, the WUT Professor informed LIEBER that WUT had received copies of the Thousand Talents Agreement signed by LIEBER.

20. After signing the Thousand Talents Agreement, LIEBER returned to WUT in November 2012. LIEBER's travel expenses to and from Wuhan were paid by WUT. Prior to this trip, arrangements were made to pay LIEBER his salary and living expenses as specified in the Thousand Talents Agreement. For example, in an email dated on or about October 26, 2012, a WUT employee (hereafter the "WUT Employee") wrote to LIEBER:

Before your visit, I would like to talk about one detail in the implementation of the contract of "one thousand talent" high level foreign expert between you and our university. According to the article concerning the payment and living conditions, I want to know the way you prefer to be paid so that everything can be prepared before your coming. I would like to provide two options for you to choose if you do not mind. Option one. I help you open a new bank account in the Chinese Bank named [redacted]. The payment will be put into your account and you can get the payment from the branch of [redacted] in your country. Option Two. I can prepare the payment in cash.

21. Less than three months later, on or about January 10, 2013, the WUT Professor emailed LIEBER an agreement titled "Academic Cooperative Agreement between Harvard University, USA and Wuhan University of Technology, P.R. China." The stated purpose of the agreement, which had a five-year effective term, was to "carry out advanced research and development of nanowire-based lithium ion batteries with high performance for electric vehicles." Apart from its stated objective, the agreement provided for a "cooperative research program" whereby researchers from WUT would "visit Department of Chemistry and Chemical Biology of

they obtain full input from me as an advisor,” and that “students visiting [from WUT] for periods at Harvard would have [the] same access as normal Harvard graduate students.”

25. Around the same time, independent of LIEBER, Harvard administrators learned for the first time of the WUT-Harvard Joint Nano Key Laboratory at WUT, including the fact that LIEBER was the director of the lab. Harvard officials confronted LIEBER about the joint lab, and informed him that the improper use of Harvard’s name and logo — orchestrated by LIEBER without Harvard’s consent — violated University policy. In response, LIEBER falsely told Harvard officials that he was involved in collaborative research with WUT for “mutual scientific interaction,” but that WUT was using Harvard’s name and logo without his knowledge or consent.

26. On or about February 3, 2015, LIEBER emailed the WUT Professor and told him that WUT must cease using Harvard’s name, stating, “Our agreement for research collaboration is between you/Wuhan University of Technology (WUT) and me, and **does not** constitute an agreement with Harvard University.” (Emphasis original.) Subsequent emails suggest that LIEBER took additional steps to try and distance himself — at least publically — from WUT in the wake of Harvard’s discovery of the joint Harvard-WUT nano lab. These included cancelling a trip to WUT in June 2015 and advising a postdoctoral fellow at the Lieber Research Group to continue her work in LIEBER’s lab *rather* than starting a position at WUT.

27. Nevertheless, LIEBER’s Thousand Talents Agreement and the earlier Strategic Scientist Agreement (which, according to their terms, expired in July 2015 and November 2016, respectively) appear to have remained in place well after January 2015. For example, in an email dated on or about February 20, 2015, LIEBER told the WUT Professor that he would continue his review of a manuscript written by WUT researchers. In the same email, LIEBER also said that he “may be in touch with regards to several issues relating to my appointment/salary/funding @

these grants exceeded \$8 million. As of April 2018, LIEBER was the principal investigator associated with three active DoD grants.

31. On April 24, 2018, DoD investigators interviewed LIEBER about his active grants and whether LIEBER had appropriately disclosed foreign research collaboration to DoD. During the interview, which took place at LIEBER's lab on the Harvard Campus, LIEBER said that he was familiar with China's Thousand Talent's Plan, but that he had never been asked to participate in the program. Although LIEBER stated that he was never asked to participate in the Thousand Talents Program, he also told DoD investigators that he "wasn't sure" how China categorized him. I believe these statements were false because, as described above, WUT expressly asked LIEBER on numerous occasions in 2012 to participate in the Thousand Talents Program and to sign a Thousand Talents Agreement with WUT. Moreover, based upon the email correspondence described above that I have reviewed, LIEBER *did* sign a three-year Thousand Talents Agreement with WUT on or about July 21, 2012, and was paid by WUT over the course of several years pursuant to that agreement. The agreement that LIEBER signed was titled "Employment Contract of 'One Thousand Talent' High Level Foreign Expert" and it referred to LIEBER as a "One Thousand Talent."

32. On April 26, 2018, two days after his interview with DoD, LIEBER emailed a research associate affiliated with the Lieber Research Group the following message:

Can you also provide me with the link/info to CAS webpage where I am listed as directing (?) that lab at Wuhan? I lost a lot of sleep worrying about all of these things last night and want to start taking steps to correct sooner than later. I will be careful about what I discuss with Harvard University, and none of this will be shared with government investigators at this time.

I believe that "CAS" refers to the China Academy of Sciences, which I know to be a top Chinese research institute. According to Harvard University's website, LIEBER was elected to the CAS

36. LIEBER also caused Harvard to tell NIH that LIEBER “is not and has never been a participant in” China’s Thousand Talents Plan. This statement was also false because LIEBER did, in fact, sign a three-year Thousand Talents Agreement with WUT on or about July 21, 2012.

CONCLUSION

37. Based on the forgoing facts, and on my experience, training and discussions with other individuals involved in this investigation, I believe that probable cause exists to conclude that on or about April 24, 2018, LIEBER knowingly and willfully made materially false, fictitious and fraudulent statements to DoD in violation of 18 U.S.C. § 1001(a)(2). In addition, I believe that probable cause exists to conclude that on or about January 10, 2019, LIEBER made and caused to be made a series of materially false, fictitious and fraudulent statements to NIH, also in violation in 18 U.S.C. § 1001(a)(2).



Robert Plumb
Special Agent, FBI

Sworn and subscribed before me this 27th day of January 2020.


MARIANNE B. BOWLER
UNITED STATES MAGISTRATE JUDGE
