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July 20, 2020

University of Colorado Board of Regents
c/o Jeremy Hueth, Senior Managing Associate University Counsel
1800 Grant Street, Suite 800
Denver, CO 80203

Re: Dr. Detlev Helmig's Rebuttal to June 12, 2020 Investigation Report and Internal Audit

Esteemed Regents:

Please allow this letter to serve as Dr. Detlev Helmig's rebuttal to the June 12, 2020 Investigation Report and Internal Audit ("Investigation Report" or "Internal Audit"). As you are aware, an Internal Audit was conducted involving an investigation against Dr. Helmig, which led to his wrongful termination from employment. We have spent a substantial amount of time and resources collecting documents from the University related to this matter. Jeremy Hueth has been extremely gracious in facilitating our receipt of documents.

As will be discussed below, the Investigation Report was hardly objective and had the sole focus of conjuring reasons to justify Dr. Helmig's employment. We have our own documents, which firmly rebut the Investigation Report's conclusions, and further show how poorly the University's investigation was conducted. Sadly, the University spent more time ruining the reputation of a world-renowned scientist rather than collecting all the evidence, and weighing said evidence objectively.

Dr. Helmig was not given a name-clearing hearing before the Investigation Report was made public through the press. He was not given the chance to present his evidence before the University publicized the Investigation Report, particularly on these new and grotesque allegations. Moreover, Dr. Helmig was not even given the common courtesy of an advanced copy of the Investigation Report before it was given to the media. In short, the University took great pains to violate Dr. Helmig's constitutional rights.

The University also violated Dr. Helmig's due process rights. The Academic and Research Conflict of Interest and Commitment Policy Standards fully identifies the process owed to Dr. Helmig during an investigation, prior to his termination, and the confidentiality to which he was entitled. The policy was in effect at the time the termination decision was made. A review of the documents received from the University fully demonstrates that the University ignored its own policies in an effort to demonize Dr. Helmig.

It is only fair that because you released the misleading Investigation Report to the media, we will release this rebuttal to the media, along with our corresponding documents, to show how faulty this investigation was, and to defend Dr. Helmig from the University's unconstitutional campaign to harm his liberty and due process interests.¹

Termination Letter:

In an April 3, 2020 document, Merritt Turetsky, director of INSTAAR, and Terri Fiez, Vice Chancellor of Research and Innovation, sought approval from human resources to terminate Dr. Helmig's employment allegedly for: 1) outside personal and financial interests negatively impacted his personal judgment; 2) compromised his professional "loyalty" to the University; 3) he was not fully cooperative nor transparent with University officials about his work for Boulder AIR; and 4) he intentionally diverted University resources (including contract opportunities). UCB-CORA-000117. These were the reasons provided to Dr. Helmig in an April 7, 2020 letter sent via email. No other reason was provided to him for his termination.

On April 15, 2020, Boulder County Commissioner Elise Jones contacted Philip DiStefano, CU Boulder Chancellor, regarding Dr. Helmig's termination. UCB-CORA-000123. Chancellor DiStefano asked Russell Moore, Provost and Executive Vice Chancellor for Academic Affairs, to provide information. Mr. Moore indicated that Dr. Helmig "violated university policy regarding conflicts of interest and the Employee Fiscal Code. Helmig *diverted* university opportunities to his private company in violation of university policy and an agreement that he signed in August, 2019." UCB-CORA-000123. Without citing any supporting evidence, Mr. Moore also alleged that Dr. Helmig was "not transparent" regarding his work with his private company. *Id.*

On April 16, 2020, Frances Draper, Senior Strategic Advisor – Community and Government Engagement, sent a response to Commissioner Jones. UCB-CORA-000133. In her response, Ms. Draper notified Commissioner Jones: "The university determined, after careful review and consideration, that the separation of work and resources was not being maintained and a separation of the university from Dr. Helmig and his commercial enterprise was required." *Id.*

Before Ms. Draper sent the publicly accessible response to Commissioner Jones, Mr. Moore noted that the response "goes a bit beyond our normal 'this is a personnel matter' approach..." UCB-CORA-000130. Indeed, the university threw its normal approach out the window once the press caught wind of Dr. Helmig's termination. Then the University's story started to change and the smear of Dr. Helmig's reputation elevated to a different level.

On April 17, 2020, Western Wire, an fossil fuel-backed publication, reported that Melanie Parra, CU Interim Director of Communications and Chief Spokeswoman, explained that "the separation occurred between the university and Helmig once it was determined that the researcher failed to maintain the *required degree of daylight* between publicly funded research efforts and his own for-profit business."² Ms. Parra was quoted as saying: "Dr. Helmig no longer works for CU Boulder. Dr. Helmig created a private enterprise, Boulder A.I.R., an LLC which

¹ I will not be providing a copy of the University's referenced documents referenced in this Rebuttal as the University has these documents at its disposal.

² <https://westernwire.net/breaking-cu-dismisses-prominent-atmospheric-researcher-with-activist-ties-over-blurring-of-public-private-research/>.

performs work substantially similar to that performed by Dr. Helmig for the university.” *Id.* Of course, Ms. Parra was not intellectually honest enough to note that Dr. Helmig had created his private business two years earlier **with the full knowledge and approval** of University officials, and University officials were fully aware of the work being done by Dr. Helmig at Boulder A.I.R..

The University’s statements spurred a glut of misleading and defamatory articles from the oil and gas media machine, which we will not give space by publishing here. Suffice it to say the University’s statements assisted this abusive industry in targeting Dr. Helmig’s reputation and raising asinine questions about his ground breaking research. After throwing its bombs, the University merely walked away.

Yet, there was confusion in the internal CU ranks about the messaging behind Dr. Helmig’s termination. In an April 23, 2020 email exchange, Ms. Parra asked Katie Langford, Boulder Daily Camera staff writer, why Ms. Langford stated in a published article that Dr. Helmig was “fired for using publicly-funded research to help his private business.” UCB-CORA-000073-000074. Ms. Parra indicated that she only said that the “separation of work and resources was not maintained.” *Id.* Ms. Parra clarified that she did not say that “publicly funded research was used to help his private business.” *Id.* But, Ms. Parra’s attempt to clarify Ms. Langford’s article is dubious.

On May 7, 2020, Ms. Parra responded to a media request from Rebecca Trager, Royal Society of Chemistry. In her response to Ms. Trager, Ms. Parra did aver that Dr. Helmig was using publicly funded research dollars for his private enterprise:

*Dr. Helmig created a private enterprise, Boulder A.I.R., and LLC which performs work substantially similar to that performed by Dr. Helmig for the university. CU Boulder and Dr. Helmig worked to clearly separate the work performed and resources used by this commercial enterprise from the work and resources of the university. This is exceedingly important for the university as the university and its employees are stewards of research dollars from multiple sources. The university determined, after careful review and consideration, that **the separation of work and resources was not being maintained** and a separation of the university from Dr. Helmig and his commercial enterprise was required.*

UCB-CORA-000092 (emphasis added).

Yet, not everyone was buying the garbage spewed by the University about Dr. Helmig. In fact, people who have some awareness of the internal workings of the University started pushing back.

On April 28, 2020, Commissioner Jones and state Sen. Steve Fenberg penned an op-ed piece published in the Boulder Daily Camera. They recognized Dr. Helmig’s authority in the field of atmospheric research, and that many elected officials rely heavily on Dr. Helmig’s research in order to clean up Colorado’s air. UCB-CORA-000139. Commissioner Jones and Sen. Fenberg noted that since 2017, “Boulder County has funded Professor Helmig and the Institute of Arctic and Alpine Research at CU to conduct monitoring at the Boulder Reservoir...” *Id.*

Because of his work with local governments, Commissioner Jones and Sen. Fenberg stated the following:

This groundbreaking research has since inspired the cities of Longmont and Broomfield to work with Helmig to set up similar air quality monitoring stations and data collection for their jurisdictions to help address their residents' concerns about the impact of oil and gas development on the health of their air...

*And while we've long been fans of Colorado's flagship university, we also recognize why local governments might choose to contract directly with Helmig as a consultant rather than go through the time and expense of contracting with CU for air monitoring. **Communities have a need to set up contracts at a faster speed than the academic bureaucracy works, and without the steep overhead that CU charges.** Further, it's very common for research professors like Helmig to provide consulting services to organizations outside the university setting.*

Id. (emphasis added). Commissioner Jones and Sen. Fenberg hit the nail on the head, and this truly is where this story begins.

Dr. Helmig's Record:

It seems that the Board of Regents would do well to remember the accomplishments of Dr. Helmig that, in turn, have elevated the reputation of the University on a global scale.

Dr. Helmig has been a research scientist at CU Boulder for 25 years. His salary has been exclusively covered by research grants that he acquired based on his education, skill, expertise, and reputation. During his tenure he brought approximately 90 research projects to the University in the approximate amount of \$15,000,000 as lead Principal Investigator, and about the same amount as a contributing Co-Principal Investigator.

The University did not apply for this grant funding.

He did.

The University did not bring in these dollars.

He did.

The University did not provide Dr. Helmig's salary or support for his research.

He raised that funding on his own.

Besides his own salary, these grants have supported some 53 years-worth in graduate student stipends, 13 years-worth in undergraduate support, and 18 years-worth in postdoctoral scientist support. He has been the primary graduate student advisor of ten Ph.D. students, ten Masters students, and 41 undergraduate students. Besides the indirect costs from these grants,

Dr. Helmig also raised on the order of 30 years-worth of graduate student tuition that went to directly to the University.

The University also should not forget that Dr. Helmig taught two CU graduate level seminar courses without compensation, and he has published approximately 200 peer-reviewed publications representing the University of Colorado. Dr. Helmig was asked by the University, to which he agreed, to serve on behalf of the University of Colorado as the Domain Editor-in-Chief (EIC) of the non-profit, open access environmental science journal *Elementa*, published by the University of California Press. The journal has risen to one of the most prominent Geoscience Journals published in the United States, achieving a Journal Impact Factor of 4.2. While other EIC professors receive teaching relief, salary, or administrative support from their home universities, the University of Colorado offered no such support to Dr. Helmig despite having its institutional prowess enhanced.

Dr. Helmig has served on a plethora of national and international committees representing the University, including the Global Atmospheric Watch program, he has been a regular mentor in the training courses of scientists from developing countries, and served on the Intergovernmental Panel for Climate Change (IPCC).

Internal to the University, Dr. Helmig has consistently received glowing performance evaluations. Over the past ten years, every evaluation has been at the highest (Highly Exceeds Expectations) or second highest (Exceeds Expectations) ranking. Not one single evaluation over the past ten years has remotely mentioned any of the allegations raised in the Investigation Report.

Allegations:

The Investigation Report raises a different set of allegations against Dr. Helmig than the Termination Letter. This is an important point as Dr. Helmig was not apprised of these allegations prior to being terminated from employment. What is particularly disgusting is the June 18, 2020 letter attached to the Investigation Report makes the sensationalist claim that Dr. Helmig diverted funds in the estimated amount of \$707,882 in research dollars.

The Board of Regents also should be aware that some of this investigation took place after Dr. Helmig was terminated. Many of the claims involve issues that are years old, and have been resolved. It seems as though the University was searching to cover its dirty tracks from a botched termination by conducting an after-the-fact investigation. That being said, we will address each raised point now that the Investigation Report was released to the public and reported by the media.³

1. Sponsored Projects

The University alleges impropriety involving Dr. Helmig's travel expenses as they "appeared" to be inconsistent with payroll and travel records. According to the story concocted by the investigators, "the work efforts for each employee on each project were not accurately reported to NSF." According to May 7, 2020 meeting notes, there was a discussion of the discrepancies of the travel expenses, payroll, and travel records. CU-SYS-0117.

³ <https://www.dailycamera.com/2020/06/19/cu-boulder-alleges-misconduct-for-former-instaar-scientist/>.

While there was a lot of talk of “suspicion” and “opinion,” there was **no finding** from the investigative team that Dr. Helmig did anything wrong. In fact, the notes reflect that one of the team members “did not investigate why these variances occurred, he only noted when they did occur.” CU-SYS-0118.

Thus, this Investigative Report bases its conclusion that Dr. Helmig engaged in “employee fiscal misconduct” on “suspicion” and “opinion.” Obviously the investigation was elementary and poorly done. In fact, Dr. Helmig was not contacted to explain these variances. Had he been contacted regarding the travel budget, they would have learned that years ago Dr. Helmig and INSTAAR staff identified one inconsistency between travel and payroll records, which was immediately corrected. That inconsistency took place in 2017.

Notably, over his tenure at the University, Dr. Helmig allocated an estimated 500 travels (estimated from 25 years and an average of twenty travels per year between himself and group members). Dr. Helmig oversaw around 80 sponsored projects during his career at CU. There are many cases where travel authorization requests were submitted with an account number provided for the travel reimbursement, but without charges to the grant afterwards. It is a requirement to provide the account number for any travel requests. Dr. Helmig also has a high number of travel paid for by outside sponsors. These travel charges would not be filed against the relevant account.

Nonetheless, the checks and balances of the accounting system did not reveal some massive inconsistency or conspiracy as the Investigative Report appears to conjure. It must be noted that this allegation has nothing to do with the reasons provided to Dr. Helmig for his termination.

2. Proposed Budgets/Indirect Cost Rate:

Well known to funders, the University adds administrative overhead costs to every grant applied to by faculty. The University charges a 54 percent administrative cost for on-campus projects, and a lower 26 percent administrative cost for off-campus projects. In turn, INSTAAR charges an additional six (6) percent administrative cost regardless if the project is on-campus or off-campus. The legitimacy of this second administrative cost is often questioned by funding agencies. These administrative charges result in the highest overall administrative costs at INSTAAR among all departments and institutes on the CU-Boulder campus. In addition, the INSTAAR administrative charges are in its entirety considered an “on-campus” expense. This designation increases the fraction of the on-campus expenses, and makes it less likely for an INSTAAR researcher to qualify for the off-campus rate with the result of the indirect cost rate flipping from 32 percent to 60 percent. This adds significant expense to tax payers and funding agencies.

For the convenience of the media and the public, that means when a researcher applies for a \$100,000 grant, CU-Boulder and INSTAAR will tack on an additional \$60,000 for on-campus projects or \$32,000 for off-campus research. Now the funder is facing a \$160,000 grant for on-campus projects or \$132,000 for off-campus projects with the added administrative costs paid by taxpayers who ultimately pay for this public research. It is safe to say that these charges are taken into consideration by funders.

These administrative costs are mentioned by Commissioner Jones and Senator Fenberg in their op-ed piece where they mention the “steep overhead” the University charges. UCB-CORA-000139.

With this in mind, the Investigation Report claims that Dr. Helmig “provided budget information with the goal of being assigned an off-campus Facilities and Administrative Costs (F&A) overhead rate without regard to where the research would actually be performed.” The Investigation Report attempts to paint this picture that the overhead is for “real costs that the campus incurs during day-to-day operations.” No doubt, while F&A dollars are important to a university, particularly when state dollars are constantly being cut from university budgets, the grandiose claim that the University incurs “real costs” on a “day-to-day basis” involving Dr. Helmig’s research is utter garbage. We certainly will be asking the State Auditor to examine whether the University’s baseless claim is true.

Regardless, Dr. Helmig is a **field researcher** on climate and atmospheric research. No matter how much the University might think it is the center of the Universe, air and climate exist off-campus, too. The vast majority of Dr. Helmig’s work takes place in the field. Spending categories include field travel, field shipping, time spent conducting field work, and equipment and supplies used in the field, which are all Dr. Helmig’s work.

Nonetheless, the Investigation Report does not conclude that Dr. Helmig did anything wrong. Again, the Investigation Report alleges that it “appeared” Dr. Helmig used the off-campus rate as a “goal” to get the reduced off-campus overhead rate.

Yet, since the investigators and the University want to venture down this bureaucratic rabbit hole, it is important that the Board of Regents understand how the University attempts to fleece funders.⁴ In the early years of Dr. Helmig’s tenure at the University, a substantial fraction of his project expenses fell into the aforementioned spending categories, which made them subject to the University’s off-campus overhead rate.

Throughout the years, the University whittled away at off-campus qualifications, which was a lazy administrative attempt to apply the 54 percent on-campus rate. For example, the use of field equipment, conference travel, and subcontractors were step-by-step eliminated from consideration as “off-campus” activities. Vacation days are now considered time spent “on-campus.” Imagine the intellectually dishonest mental gymnastics it must have taken to justify the idea that travel away from campus or field equipment operating off-campus is an “on-campus” activity. Field researchers were not consulted about these changes nor were there prior discussions with researchers about how such changes would affect a researcher’s ability to continue assuring funding and conducting field research programs.

These surreptitious changes in policy, lack of communication and transparency, and inconsistency between INSTAAR and Main Campus protocols and procedures left researchers and funders alike scratching their heads. During the past ten years, Dr. Helmig’s research program and group size shrunk to about half of its earlier size with the increase in administrative costs and ever-increasing restrictions being a contributing cause.

⁴ We are giving the benefit of the doubt that the Board of Regents is not fully aware of the administrative costs charged by the University.

This ridiculous bureaucracy was captured in an email from the National Science Foundation (“NSF”). On June 17, 2019, Gregory Anderson alerted Dr. Helmig that his proposal (“Reactive gases chemistry **in the Arctic sea ice atmosphere**”) would be funded. NSF June 17, 2019 email attached hereto as Exhibit 1. (Emphasis added). Mr. Anderson issued the following question in his email:

I’m puzzled by why your institution is applying the on-campus rate for a project that would take place almost entirely off-campus. That seems inconsistent – can you clarify this?

Id. By moving the goal posts, the University places its field researchers at a fundraising disadvantage as compared to other public universities. It would be of great public interest for the State Auditor to examine how many research dollars have been lost because of the outrageous administrative costs charged by the University.

Even if the University can stretch its termination charges to include this allegation, there is no evidence that supports Dr. Helmig violated University policy or engaged in this alleged behavior.

3. Travel Expenses

Next, the Investigation Report raises the issue that Dr. Helmig’s travel expenses were dramatically less than the travel expenses listed in award proposals. Apparently, this sophomoric gripe is centered on speculation that Dr. Helmig raised his travel costs to avoid the NSF being charged the 60 percent on-campus CU+INSTAAR administrative fee.

Had your investigators conducted any valid investigation, they would have learned that Dr. Helmig has been prohibited by his medical doctor from traveling due to health concerns to remote sites, which has significantly impeded Dr. Helmig’s polar field research activities.⁵ In fact, since 2016 the University has been aware of serious health issues suffered by Dr. Helmig, which the University knew affected his field travel. It is irresponsible for the University to publicly disseminate “concerns” about Dr. Helmig’s lack of travel when the University was fully aware of his medical limitations. It raises serious concerns about the objectivity of these investigators when this medical information was readily available to them.

Dr. Helmig’s funding proposals, however, take into account actual GSA per diem rates. Yet, Dr. Helmig takes every opportunity to remain extremely frugal with funders’ monies. He has a responsibility to stretch the public dollar. Whenever he is able, he seeks out substantially cheaper lodging options as opposed to spending money on the per diem rates. He has stayed with friends, at hostels, and shares rooms with others during travel in order to reduce travel costs. He further encourages his group members to choose economic options for their travel planning.

Attached as Exhibit 2, Dr. Helmig provides a list of some of his travel that were paid for by outside sponsors. The abundance of these externally funded travels are a testament to Dr. Helmig’s strong recognition by outside agencies that have stepped forward to pay Dr. Helmig to participate in panel meetings, give invited seminars, etc. These externally sponsored travels have significantly reduced costs charged to his grants. All of Dr. Helmig’s travel were filed in the CU

⁵ Because of HIPAA privacy, University counsel is welcome to privately review this medical information.

Concur Travel accounting system as business travel and approved by CU. However, charges were only filed for reimbursement from research accounts if there were expenditures that were not covered by the sponsor.

It should come as a shock to the public that the University is complaining about a professor actually saving public dollars rather than blowing it on expensive travel.

Lastly, it should be of great interest to the Board of Regents that the investigators were told on February 13, 2020, that what Dr. Helmig may be doing with his travel budgets was “**not illegal**.” CU-SYS-0123. Thus, why include this allegation in the Investigation Report? The Board of Regents should recall that the Investigation Report magnanimously proclaims that Dr. Helmig engaged in improper handling or reporting of financial transactions. It begs the question, then, how this allegation supports such a profound conclusion when the investigators’ own notes expressly proclaim that no such violation existed.

4. ePERs Reports⁶

The Investigation Report alleges that “an INSTAAR employee told the INSTAAR Finance group that they would not certify the ePERs report because it did not accurately represent the actual time spent of the project worked on.” Apparently, the investigators could only recount two occasion when this occurred.

To put it into perspective, salary/effort assignments are done monthly for each employee. Over 25 years of service as a group lead, and with an average of 5-6 employees over that time, Dr. Helmig has filed on the order of 1,800 monthly employee salary allocations. Most commonly, employees’ salaries are covered from several research grants. With an estimated average of 2-4 different projects, this then adds up to some 5,000 salary individual allocations.

The Investigation Report alleges that two (2) of those approximately 5,000 entries were mistakes. The obtuse nature of the allegation should be apparent. Yet, since the investigators believe the allegation is some apocalyptic event warranting termination, the Board of Regents should know what happened.

The employee in question was a programmer/data analyst. His major task was the development of code and automated scripts for processing and posting real-time data to public websites. This work benefited many different projects, and to a major extent was a resource development for Dr. Helmig’s group. The tools that the employee developed were beneficial for advertising the group’s work and capabilities, which positioned the group to solicit new research grants. On several occasions, as these tools became available, the real-time data analyses protocols and real-time posting was then applied to research projects that originally did not have those listed in the proposal. While it was more obvious which project the data analyses efforts contributed to, the employee was not aware how the code and website development work was aligned with other projects and plans for near-future incorporation into other funded and proposed research.

⁶ This part of the investigation occurred after Dr. Helmig was terminated. The investigators reviewed records from 2018-2019. This is further evidence that the investigators were trying to find additional problems with Dr. Helmig to justify his termination after-the-fact. See CU-SYS-0117 to 0118.

Unfortunately, the employee did not reach out to Dr. Helmig for clarification. For the University to now claim that a 1-2 year old matter merits termination is ridiculous, at best.⁷ This allegation is not part of the reasons given to Dr. Helmig in his termination.

5. Fund 29 Speedtypes

The Investigation Report raises a concern that there are “instances” of employees incurring travel expenses when no salaries are paid to those employees with Fund 29 speedtype funds, but “may have been” paid using funds from Fund 30 NSF sponsored projects.

In better times, Dr. Helmig conducts on average 5-10 travels per year. In addition, there are another 5-10 travels per year by Dr. Helmig’s group members. About 300-400 travels have been conducted by Dr. Helmig and his group members during his tenure at the University. The Investigation Report is vague about “instances,” which could account for two (2) travel issues. Without any further explanation, Dr. Helmig can only reinforce with the Board of Regents that the University has an accounting system and staff who look at each travel expense. This issue could be an accounting error, a misunderstanding, or a faulty entry. It also may be a situation where a travel authorization was filed for insurance purposes for travel paid by an outside sponsor, but with no charges filed against the travel afterwards.

What we did find in the University’s files, however, was a discussion about an inconsistency in the Fund 29 speedtype from July 2017. CU-SYS-1887. Apparently, this three-year-old document is supposed to drum up some suspicion of impropriety. Actually, the document does not show anything other than an inconsistency that apparently was rectified three (3) years ago. Once again, this allegation was not one of the alleged “reasons” why Dr. Helmig was terminated from employment. Sadly, though, the University was not shy about throwing this issue out into the public sphere.

6. Fund 78 Speedtypes

Next, the Investigation Report alleges that Dr. Helmig has “an unusually high balance” in his Fund 78 Speedtype. Apparently, having more money in one account than in others is somehow a violation of University policies.

For background, the Fund 78 was set up by INSTAAR’s Chief Financial Officer Catherine Larkins in 2014. As explained to Dr. Helmig, the Fund 78 was easier to roll-over from one budget year to the next than other account types. Dr. Helmig did not set up this fund. Dr. Helmig did not create this fund. The University did.

Also, as explained to Dr. Helmig, the Fund 78 was seen as a reserve fund to cover unexpected instrument repairs, instrument upgrades, investments into new instrument and personnel resources, and to cover gaps in funding. Dr. Helmig wisely used the account to cover his group’s fluctuation in annual new funding and expenditures.

⁷ We must note that the investigators’ notes demonstrate that the investigators contacted numerous past employees in Dr. Helmig’s group. One particular former employee was asked to check about ePERS for 2017. His response was, “It looked about right.” CU-SYS-2557. The investigators are attempting to create a scandal where there is none.

What is disturbing about this allegation is that the Investigation Report provides no context to the Board of Regents why this fund exists. Also, it should greatly disturb the Board of Regents that neither the investigators nor the Investigation Report relay to the Board of Regents a curious statement in the investigators' notes:

Is it abnormal to have such a large amount of money in a fund 78?

*Yes it is. **Although it is not against the rules.***

CU-SYS-0122. At any honorable institution, an Investigation Report would serve as a clearinghouse of investigated allegations supported by evidence. The Board of Regents should be asking the question why this allegation was raised where the investigators' own notes support that Dr. Helmig was not doing anything "against the rules."

The press also should ask why the University raised this allegation without indicating that the investigators' notes cleared Dr. Helmig of wrongdoing.

Moreover, the investigators failed to advise the Board of Regents that Dr. Helmig's transfers of money occurred in FY 2014 and FY 2015. If there were problems with his conduct, why was this issue not raised 5-6 years ago? The University must be desperately searching for problems to support its farcical termination decision if it is willing to dredge up alleged issues from half a decade ago. Similar to the prior allegations, this issue was not raised in the list of alleged "reasons" for terminating Dr. Helmig's employment.

7. Outside Company

Aside from the other bogus allegations, this allegation truly is at the heart of this matter. The April 7, 2020 termination letter claims Dr. Helmig was not fully cooperative nor transparent with University officials about his work for Boulder AIR, and the Investigation Report contends that Dr. Helmig's Boulder Atmospheric Innovation Research, LLC (Boulder A.I.R.) "**may have been** diverting work that could have been performed at the University."⁸

It is obvious the investigators failed to conduct any meaningful investigation into this issue. Our argument is not without support.

First, in December 2017, and because of more bureaucratic mumbo jumbo from the University, the renewal of a standing contract with the German Environmental Agency (UBA) fell through as UBA was not willing to go with the University's imposed doubling of the indirect costs (from the off-campus to on-campus rate) for the same project from one year to the next. The German government looked into alternative ways to continue working with Dr. Helmig to conduct this immensely important work of monitoring ozone-layer depleting gases. As a result, Dr. Helmig founded Boulder A.I.R. to continue working on the contract with UBA on January 16, 2018. CU-SYS-0346.

Dr. Helmig first contacted Pam Rosse, Director of the Office of Compliance, Conflicts of Interest, and Commitment. He then advised his then-director, Dr. Alan Townsend, of the

⁸ The Board of Regent should recall that this was the same language Mr. Moore used in advising Chancellor Distefano.

formation of Boulder A.I.R. on February 8, 2018. In fact, on April 4, 2018, Dr. Townsend and Vice Chancellor Fiez signed off on an Application for Approval of Regular and Periodic Consulting Activities acknowledging that Dr. Helmig would be doing work with Boulder A.I.R. CU-SYS-0631; CU-SYS-0818. This document pretty much destroys the allegation that Dr. Helmig was not transparent about Boulder A.I.R. or about the work Boulder A.I.R. conducts.

The document further underscores that at no point was Dr. Helmig told he could not engage in his own endeavor. Dr. Helmig and Dr. Gifford Miller, then-Interim INSTAAR Director, also signed a Conflict of Interest Memorandum of Understanding on May 31, 2018 and June 6, 2018, respectively. CU-SYS-0614. The University simply cannot claim with a straight face that Dr. Helmig was not transparent about Boulder A.I.R.

In fact, the University's own policies, publicly stated on its website, allow Dr. Helmig to have his own outside venture. The policy states that the University *encourages* "scholarship and research that leads to commercial and consulting activities."⁹ Prohibiting Dr. Helmig from starting and continuing Boulder A.I.R. would have been inconsistent with the University's prior practice to encourage researchers to engage in private ventures. For example, noted CU scientist and Noble Peace Prize winner, Dr. Tom Cech, not only works for the University, but he also works for the Howard Hughes Medical Institute ("HHMI"). In 2000, Dr. Cech became the president of HHMI. What Dr. Cech does at the University and at HHMI are substantially similar work.¹⁰

We certainly are willing to take a very public deep dive into Dr. Cech's files and those of other University researchers to discover how their outside ventures "could have been performed at the University," as stated by the investigators – since that appears to be a terminable offense.

As you will see, below, even aside from these undeniable documents, there are scores of emails between Dr. Helmig and University officials that fully prove his transparency and cooperation.

a. Contract with Longmont

The University brazenly contends that Dr. Helmig diverted resources away from the University; focusing mainly on the contract with the City of Longmont. Had the investigators conducted an actual investigation, they would have learned this was not the case.

Dr. Helmig attempted to negotiate a contract with the City of Longmont on behalf of the University back in early 2019. Email exchanges between Dr. Helmig and Jason Elkins, City of Longmont Civil Engineer, demonstrate that Dr. Helmig attempted to secure the contract for the University. Attached hereto as Exhibit 3. However, the University's bureaucratic nightmare was too much for the City of Longmont. By February 6, 2019, the City started to switch gears. Mr. Elkins advised Dr. Helmig of the following:

I am now actively trying to move forward with getting a contract written and executed for your services.

⁹ <https://www.colorado.edu/researchinnovation/coi/policies-procedures>.

¹⁰ <https://www.colorado.edu/biochemistry/thomas-cech>; <https://www.hhmi.org/scientists/thomas-r-cech>.

Id. Undeterred, Dr. Helmig still attempted to secure the contract for the University. Then, on February 11, 2019, Mr. Elkins confirmed the following:

Right now we are looking for contract options. I think we might need an IGA between Longmont and CU.

Id. Internally, Dr. Helmig attempted to work with Dave Christopher, Senior Contracts Officer in the Office of Contracts and Grants, and Nicole Carleton, Project Manager in the Office of Contracts and Grants to secure the contract for the University.

A February 13, 2019 email exchange between Dr. Helmig and Mr. Christopher supports that discussions of the “official” rate was ongoing. *Id.* Mr. Christopher states, “If they can accept the Service Quote and terms and we would be good to go.” Ms. Carleton did not respond to this email as she was out of the office for the week of February 11, 2019. Dr. Helmig, meanwhile, indicated that he hoped the matter could get figured out soon. *Id.* Dr. Helmig indicated that, “Longmont would like to move forward with this asap.” *Id.*

That same day, Mr. Elkins began asking Dr. Helmig to provide a quote for services through his company and not CU. Mr. Elkins stated:

*I am moving forward with contracting your services. I need you to provide me a quote for services through your company and not CU. In order to expedite this, **it's much easier to contract with your company than CU.** Can you please provide a quote for “regulatory like” services, including CO2 and a second monitoring station?*

Id. (emphasis added). The bureaucratic nightmare continued for the City of Longmont, which was captured in a February 14, 2019 email from Mr. Elkins to Dr. Helmig:

So the reason the City needs an IGA from CU is because the University accepts State funding. The City Attorney's office has advised the Purchasing and Contracts department to view CU as another government agency, hence the need for an IGA. I will keep working on my end to make the argument that since Boulder County contracted with you without an IGA, there is precedence for Longmont not to as well. But in the meantime, if you can still work on getting a quote for services through your LLC, that would be great. Doing so will get us ready for whatever option they decide.

Id. By February 18, 2019, there still was no response from Ms. Carleton. Dr. Helmig sent another email stating, “Just checking to see if you are back in the office today? Could you please call me so we can discuss how to best move this forward.” *Id.* Apparently, Ms. Carleton was out that day, as well.

Finally, on February 19, 2019, Ms. Carleton replied. True to form, the University wanted to charge the City of Longmont the full rate:

It would be advisable not to provide the City of Longmont with the discounted rate since you are starting a new project with them. We should charge them the full, anticipated rate for their customer type unless another approach is approved by Budget & Fiscal Planning concerning the rates.

Id. Dr. Helmig responded that there were no discounts included in his quotes, but that he used the quote that was signed off with Boulder County as a starting point with adjustments. *Id.*

On the morning of February 20, 2019, Mr. Elkins was done dealing with the University. In an email to Dr. Helmig, Mr. Elkins stated, “I’m asking them to approve the proposal so we can contract with you...” *Id.* Nonetheless, Dr. Helmig still tried to secure the contract for the University. At 10:42 that morning, Dr. Helmig sent an email to Ms. Carleton asking for confirmation of the proposal by the end of the day. *Id.* There was no response from Ms. Carleton until it was too late.

At 5:11 p.m., Dr. Helmig wrote:

Attached the two quotes for the regulatory-like contract. These haven’t changed from what I sent you last week. I don’t have the final o.k. from my administration yet, but I also haven’t heard anybody scream at me about this proposal. So, I am relatively confident that this will eventually be approved... As explained before, these rates are based on a service contract, which has a lower indirect cost (about 50% lower) than a research proposal.”

Id. In response, at 5:16 p.m., Mr. Elkins was even more direct about their intent:

*What about the proposal from Boulder AIR? **We aren’t going through the University.***

Id. (emphasis added). As the City of Longmont had washed their hands of the University, Dr. Helmig then responded about what Boulder A.I.R. could do for the City of Longmont. *Id.*

Contrary to the University’s allegations, Dr. Helmig did not *divert* a contract away from the University. Contrary to the University’s allegations, Dr. Helmig engaged University officials involved in these negotiations.

The University, through its nightmarish bureaucratic gauntlet and untimely responses, lost the contract **all on its own**.

The investigators claimed they received an email from an official with the City of Longmont who allegedly stated “Dr. Helmig requested we contract with his company which we understood was not under the auspices of CU.” As previously stated, we have requested documentation from the University regarding this investigation. We have not seen any such alleged email.

Instead, we have a July 7, 2020 email from Mr. Elkins who states:

Jane and I have actually looked into this claim and we cannot find anyone from the City who made that statement...

As we discussed over the phone last week, it was never Longmont's intention to bypass CU and contract with Boulder AIR because of the University's fees... it was purely due to the tight schedule we were directed by City Council and an IGA would have exceeded the deadline of that scheduled.

A copy of the July 7, 2020 email is attached hereto as Exhibit 4.

b. Post-City of Longmont Contract

After the exchange on February 20, 2019, and as was his habit, Dr. Helmig contacted Ms. Rosse to discuss with her that Boulder A.I.R. would be contracting with the City of Longmont. The communication is memorialized by Ms. Rosse in an email attached hereto as Exhibit 5. At no point did Ms. Rosse indicate that Dr. Helmig violated any policy. Instead, they had a discussion about Boulder A.I.R. using/leasing/renting equipment from the University, which will be discussed further in this rebuttal.

This email clearly shows that Dr. Helmig was following the rules, contacting the proper compliance officials, and asking questions to ensure he was following policy.

Evidently, Dr. Helmig's contract with the City of Longmont irked one INSTAAR employee, Chrystal Pochay, Finance Director. According to emails provided by the University, Ms. Pochay spent a great deal of time serving as an obstacle for Dr. Helmig's university research. She also served as an obstacle for Dr. Helmig's company to rent equipment from the University.

Her hostility toward Dr. Helmig grew to a point where Dr. Helmig complained to Dr. Miller about her hostile behavior. In a March 21, 2019 email to Dr. Miller regarding Dr. Helmig's reappointment, it was noted that Dr. Helmig "increasingly sensed hostile sentiments from Chrystal Pochay against [him]." He further sought Dr. Miller's help in addressing this hostile behavior. The March 21, 2019 email is attached hereto as Exhibit 6. He again asked that INSTAAR work out a resolution. *Id.*

In violation of University policy, INSTAAR took no steps to resolve this matter, and the work environment continued to deteriorate for Dr. Helmig. At one point, Ms. Rosse, in a June 26, 2019 email to Ms. Pochay, had to remind Ms. Pochay of the following:

*External work with a local, state or federal government office/agency **is exempt** from researcher conflicts of interest reporting (DEPA).*

CU-SYS-0635. With regard to the City of Longmont, Ms. Rosse also advised Ms. Pochay that she believed there were "other similar arrangements on campus. If all of Prof. Helmig's arrangements are transparent in those agreements, and if the principle structure for external business is consistent with CU standards, I believe these kinds of arrangements can occur. The PI

is allowed to have a contract with Longmont. Longmont may be allowed to have a contract with CU, i.e. the PI's lab." CU-SYS-0634.

Not to be outdone, Ms. Pochay took every opportunity to question Dr. Helmig, his relationship with Boulder A.I.R., and to serve as a roadblock for his work with the University.

In fact, during a situation where Dr. Helmig needed to purchase some WMO GAW gas calibration standards for his University work, Ms. Pochay served as the major obstacle. UCB-CORA-000203. WMO GAW world-recognized calibration standards are critical to Dr. Helmig's high quality research. There is only one place to purchase these gas standards – the National Physical Laboratory. *Id.* Dr. Helmig needed these standards for his University research. *Id.* Ms. Pochay refused to approve the purchase and directed Dr. Helmig to find another vendor, despite being told several times over that NPL is the only vendor. *Id.*

A cornucopia of INSTAAR employees got involved in this matter, including Dr. Miller. At one point, Dr. Helmig offered that Boulder A.I.R. could purchase the gas standards and CU could reimburse his company for the purchase. *Id.* INSTAAR employee, Lindsay McCandless, agreed that this was "something that can possibly be done. It will take some time to reimburse your company because we would still have to go through the proper channels and contracting to issue a purchase order." *Id.*

Instead of trying to work the problem, Ms. Pochay took it upon herself to send an email to Greg Brown, Fiscal Compliance Analyst, about Dr. Helmig's suggested idea. *Id.* Without being advised that Dr. Miller was involved in the conversation, he informed Ms. Pochay to speak with Dr. Miller. *Id.*

In response, Ms. Pochay stated, "Ok, I will do that. BTW, I feel like a tattler. Seriously, does there have to be something every day?" *Id.* Mr. Brown later advised Ms. Pochay that Debbie Chapman (Internal Audit) would be contacting Ms. Pochay for "additional background."

Ms. Pochay was more than happy to talk with Ms. Chapman, and issue whatever complaint she could imagine against Dr. Helmig. CU-SYS-0610; CU-SYS-0612; CU-SYS-0616; CU-SYS-0618; CU-SYS-0629; CU-SYS-0633. In fact, in a May 9, 2019 email Ms. Pochay proclaimed that her "knowledge comes from one employee who has let me know when questionable things are happening" about Dr. Helmig. CU-SYS-0784. It appears that Ms. Pochay established a relationship with one member of Dr. Helmig's group for the sole purpose of being fed information about "questionable things."

Ms. Pochay's chronic complaining had the desired effect as Ms. Chapman started an internal audit against Dr. Helmig.

On July 2, 2019, Dr. Miller sent an email to Dr. Helmig advising about "serious concerns regarding the implementation of your recent contract with the City of Longmont." First Miller/Helmig Email Communications are attached hereto as Exhibit 7. Dr. Miller reminded Dr. Helmig not to use university resources until there was a formal contract in place. *Id.* Dr. Miller then issued a disturbing advisement:

Concerns about this have risen to very high levels in the CU Administration and there is now an audit of your lab that has been initiated.

Id. Absolutely despondent by this email, Dr. Helmig responded accordingly:

Over the past five months I have communicated/met with I think six CU administrative folks from different offices to get advice on how to make these arrangements and set up the contract following University regulations. The outcome is a service contract mechanism that I believed you signed about a month ago. We followed exactly what CU asked us to do.

So, I am really puzzled who is now voicing these 'concerns'?...

Longmont actually inquired if they could rent our CU instrument trailer for one of its sites after their 1st choice building plan fell through. So I asked Lindsay to set up a CU service contract for that, using the mechanism that CU wanted us to use. But that has now been stuck in our administration for several weeks.

Id. Astonishingly, in violation of University policy that encourages researchers to partake in consulting opportunities, Dr. Miller advised Dr. Helmig to “cancel your private contract with Longmont and go back to Nicole Carleton and Dave Christopher to work on the Service Contract with OCG for the Longmont effort.” Second Miller/Helmig Email Communications are attached hereto as Exhibit 8.

Dr. Miller failed to recognize that the City of Longmont just did not want to deal with the University on this project. Arrogantly, he believed that he and the University could simply intrude on a private contract and force Longmont into a contract with the University. Dr. Helmig then spelled out in detail the entire process he engaged regarding the Longmont contract. *Id.*

Ultimately, an unenforceable Memorandum of Understanding (“MOU”) was entered into between Dr. Helmig and the University.¹¹

Lurking in the background and not satisfied with this result, Ms. Pochay hostile and abusive conduct continued. Despite being advised by Ms. Rosse that Dr. Helmig can accept external work with federal, state, and local governments, Ms. Pochay proceeded to issue another complaint against Dr. Helmig when Boulder A.I.R. received a contract with the City and County of Broomfield. UCB-CORA-000198. Evidently, Ms. Pochay was tracking Dr. Helmig, and she found an article in the Broomfield Enterprise that mentioned Boulder A.I.R.’s contract with Broomfield. *Id.*

Operating well outside the scope of her job duties, in an email to Denitta Ward, she asked:

¹¹ The MOU is not enforceable as it violated the University’s own policies.

...at what point is he competing with CU? Also between these two (that we know of), is he violating the 1/6th rule? He has never reduced his appointment.

Id. Despite stepping well outside her job description and authority, it seems that Ms. Pochay was unaware of the Application for Approval of Regular and Periodic Consulting Activities form approved by Dr. Helmig's former boss, Dr. Townsend, related to Boulder A.I.R. CU-SYS-0631. Ms. Pochay's arrogant assumptions then led to this instant investigation. As a note, on February 4, 2020, Ms. Pochay was working with the University's investigators to set up a "surprise visit," which produced absolutely no evidence of any violation. CU-SYS-1130.

The record is abundantly clear. Dr. Helmig kept his superiors and University officials informed about his company, signed the required paperwork, spoke with compliance officials, attempted to secure the Longmont contract for the University, the University failed on its end to secure the contract, and Dr. Helmig is allowed to engage in outside consulting services. The substantial email communications exonerate Dr. Helmig of all allegations thrown at him in the April 7, 2020 termination letter.

c. Contract with City of Broomfield

In the Spring of 2018, and on behalf of the University, Dr. Helmig prepared a proposal in response to the City and County of Broomfield's request for proposal entitled "Community Scale Air Quality Monitoring Associated with Oil and Gas Operations." Dr. Lisa McKenzie was co-investigator on the proposal. The proposal was submitted on April 26, 2018. Unfortunately, the University raised concerns about Broomfield's contract conditions regarding maintaining sole property of the resulting data. Ms. Carleton raised this issue as a concern in an April 18, 2018 email to Dr. Helmig, attached hereto as Exhibit 9.

The University did not get the contract. The contract went to Colorado State University and a private company Ajax. CU-SYS-2097. Based on information and belief, their proposal had a lower indirect cost rate, as CSU (at the time) contracts to in-state communities at a 15 percent rate.

During the Ajax study, Broomfield citizens and officials reached out to Dr. Helmig regarding concerns about the findings. Dr. Helmig found himself reviewing the data, on his own time, and making recommendations. Ultimately, Broomfield reached out to Dr. Helmig to have Boulder A.I.R. conduct additional research. CU-SYS-2098. After the April 2018 fiasco, Dr. Helmig was not obligated to try to steer these dollars to the University as the University previously rejected Broomfield's contract terms. Again, the University lost this contract opportunity *all on its own*.

d. Boulder County

As part of the Investigation Report, the investigators allege that Dr. Helmig told them that Boulder A.I.R. has a project with Boulder County. This allegation is either a blatant lie and/or a willful attempt to deceive the Board of Regents. Based on the University's own records, at the time of his employment, Boulder A.I.R. did not have any such contract. Boulder County had the contract through the University. CU-SYS-0413. We have asked the University to turn over any

audio or video recording of the interview between Dr. Helmig and the investigators. Apparently, this investigation was so poorly done that they did not make any such recording.

8. Property Usage

The investigators' lack of experience is highlighted in the allegation of property usage. They claim that Dr. Helmig was utilizing University equipment for his private ventures with the City of Longmont. Without doing any fact checking, Ms. Parra and other University officials bought this lie hook, line, and sinker.

As the Board of Regent will recall, after Boulder A.I.R. secured the Longmont contract, Dr. Helmig contacted Ms. Rosse and inquired about using/leasing/renting equipment from the University. That conversation took place on February 20, 2019.

On February 21, 2019, Dr. Helmig was already contacting the University's Office of Contracts and Grants to secure whatever agreements he needed to lease University equipment. CU-SYS-0271.

On February 25, 2019, Ms. Rosse emailed Melissa Keller and asked the following question:

*I'd like to connect you with Prof. Detliv (sic) Helmig who has a question about the use of some instruments that he and his team developed several years ago. The City of Longmont has approached him with a contract to his company. **He has an approved COI MOU with CU for that company, so that aspect has been worked out.** But he would like to use the instruments to conduct the work. He is interested in getting permission to use, or even buy, the instruments. Since you are with Property Accounting, I thought you might be the correct contact. Would you please assist with this inquiry?*

A copy of the February 25, 2019 email communications is attached hereto as Exhibit 10. Ms. Keller responded on February 25, 2019 asking for information about a list of items, whether there are tag numbers, and funding sources. *Id.*

Contrary to the investigators' allegations, Dr. Helmig was completely transparent with what he was doing with Boulder A.I.R., his requests for rental/purchase, and he was going through the appropriate University channels.

As another example, on March 4, 2019, Dr. Helmig reached out to Associate Vice Chancellor and Chief of Staff Abby Benson about a quote to lease University equipment. *Id.*; CU-SYS-0271. He stated, "The particular instruments that we would want to borrow are two of the ozone analyzers (which actually are \$100 Ebay items, and we have about ten of those in my group), and then one instrument that is used for the VOC analyses (we have five of those), which is line item 3 under services." *Id.*

On March 6, 2019, Ms. Carleton notified Dr. Helmig that "to access university resources/equipment from an external organization, you will need to work through the setup

process for rate development and compliance reviews as noted in the attached email thread.” *Id.* Individuals cc’d on the email included Ms. Pochay, Vanessa Ortega, and Katie Walker. *Id.* Subsequently, Ms. Carleton forwarded the email to the Office of Contracts and Grants service contracts email. *Id.*; CU-SYS-0196.

On March 7, 2019, Associate Vice Chancellor Benson responded that his question “about using CU owned equipment for your company’s contract with the City of Longmont...,” would be routed to Rich May. *Id.*; CU-SYS-0197.

On May 20, 2019, Ms. Ortega updated Dr. Helmig about the setup process. *Id.* She notified him that the University would phrase the language of the setup as a “rental” instead of loan or sale. *Id.* She advised that Ms. Pochay would set up a “ST” (speedtype = account) to deposit revenue. *Id.* In addition, Ms. Ortega notified Ms. Pochay that a new Fund 78 would need to be set up, and that Ms. Pochay would have to sign off on the rate sheet. *Id.*

On July 9, 2019, Dr. Helmig contacted Lindsay McCandless about the leasing paperwork. UCB-CORA-000210. Dr. Helmig asked where the paperwork stood with regarding to the rental quote to the City of Longmont. Ms. McCandless responded that she would direct the question to Ms. Pochay.

On July 13, 2019, Dr. Helmig responded to Ms. McCandless and Ms. Pochay and notified them that the City of Longmont had:

*raised some concerns about going into an arrangement with the University directly (“... **there’s too much red tape for the City to rent it directly from CU**”) and suggested to go through the route that actually you suggested a while back, which would be for my company to rent the trailer, and then for my company to get reimbursed by Longmont for that. Everything else would be the same, but the rate-based contract would be between CU and ‘Boulder AIR’ instead of Longmont.*

Id. After all these agreements had been settled, signed off, and lease payments had been made, the University still embarked on an undercover mission to spy on the Longmont air monitoring station. Under false pretenses, an INSTAAR accountant gained access to the gated airport premises and took approximately 50 photographs of every possible equipment item on site. CU-SYS-1034 through -0163; CU-SYS-0619 through -0628, and -0657 through -0666. Boulder A.I.R. personnel were also photographed. *Id.* Not a single property item was identified that was not properly accounted for. Without any equipment misuse identified, the University speculated that a measurement tower that was **provided by** the City of Longmont was University property.

The investigators reported to the Board of Regents that University equipment was found at the City of Longmont Municipal Airport, and that a University air monitoring trailer was found on-site. The investigators wrote: “it was later determined that this trailer was being leased from the university to the City of Longmont.” Again, had the investigators conducted any sort of investigation, they would have learned that there was a lease agreement signed by Dr. Helmig and Justin Mack, senior compliance officer, that leased the mobile instrument trailer to Boulder

A.I.R. Dr. Helmig agreed to reimburse the University \$544.23 for a two-month rental term. The Lease Agreement is attached hereto as Exhibit 11.

Indeed, Dr. Helmig did lease equipment from the University and paid for the leased equipment. Attached hereto as Exhibit 12, please find a copy of checks written to the University for the trailer, VOC monitoring, and for other equipment. The amounts total \$8,936.19.

The investigators did not alert the Board of Regents to this leasing agreement or the payments. One has to wonder why such important information was left out of the Investigation Report? Also, the Investigation Report shows that an extensive audit found all University property for Dr. Helmig's group was accounted for except for three items that were at field sites for University projects. Those items obviously were not used by Boulder A.I.R. as they were used for University research in other countries.

Without much evidence to support Dr. Helmig's termination, the investigators then turned to an issue of spare parts. Although the investigators admitted that the University "does not inventory 'parts'," they still raised the issue as though Dr. Helmig was engaged in some sort of nefarious conduct related to these spare parts.

With respect to the allegation about TeamViewer, the investigators suggested that Dr. Helmig used the University's TeamViewer license (a cost of approximately \$2,000) for Boulder A.I.R. According to the Investigation Report, an IT Administrator performed a check of the TeamViewer system and found that a former employee had accessed the system.

The investigators noted, however, that Dr. Helmig has his own TeamViewer access – apart from the University. The license was purchased for Boulder A.I.R. through the grant with UBA. Dr. Helmig, Jacques Hueber, and Brenden Blanchard are registered users on that license.

In order to avoid any potential license conflicts in remote desktop communication software, Boulder A.I.R. made the decision to use a different remote desktop product called AnyDesk. This software is used for the Longmont and Broomfield projects. In sum, the investigators were not completely truthful about Boulder A.I.R. accessing TeamViewer.

We will say, however, that a former University employee did access TeamViewer. The reason is quite benign. When the former employee worked for the University, he developed a computer code for the automated processing of monitoring data and the real-time posting of the data on CU web portals. A few months after his departure, the program crashed. Even though the employee had left good documentation, and had trained a student in the continuation of his work, they were not able to get the program re-started, which affected the real-time posting of air monitoring data for the Boulder County project to a University web portal.

Dr. Helmig reached out to the former employee, and the former employee offered to troubleshoot the problem. Dr. Helmig granted him access to remotely connect to the computer that was running the processing script. The former employee was able to identify and resolve the problem. The work did not take much time and it was a once or twice event. The help from the former employee was generous and appreciated, everyone involved had the best of intentions to resolve the problem, and it alleviated the problems that were affecting the University's contract with Boulder County.

Exhibit 3 attached to the Investigation Report supports Dr. Helmig's contention that the use of TeamViewer was a one-time event. What the investigators do not tell the Board of Regents is that the access was for the University's project with Boulder County.

Next, the investigators alleged that an IT Administrator accessed Dr. Helmig's computer and found that Dr. Helmig's computer was used to access TeamViewer. At the same time, the investigators admitted that the IT Administrator did not "believe that anyone outside of the university has accessed any sensitive information located on a university computer."

Based on University records, it appears Ms. Pochay, again, was the complaining party. CU-SYS-0448. What is further astounding about these allegation is that Ms. Pochay was trying to illicit the support of Dr. Helmig's team members to spy on Dr. Helmig. In one of the documents provided by the University, the individual clearly says:

*Finally, you had asked a lot of question about Joe Linhoff's use of TeamViewer, and I came across an email in which I told Chrystal **he was not using the University (or any other) license to connect to the computer in our lab.***

CY-SYS-0459. While the investigators could not find any violation, it is evident that the University, through Ms. Pochay, had Dr. Helmig under surveillance.

So, the investigators switched gears and made the accusation that Dr. Helmig used his "university issued Panasonic Toughbook" for his work with Boulder A.I.R. This also was a Ms. Pochay complaint. *Id.* And, once again, the investigators only tell part of the story.

University faculty use their university-issued computers to do all manner of personal work or non-university activities. Prior to using his laptop, Dr. Helmig inquired with Ms. Rosse if and to what extent it was legitimate to use university property, including laptop, office phone, and office PC for private business matters. Ms. Rosse responded that it was acceptable for him to using such items as long as those business activities were not "excessive." Following her guidance, Dr. Helmig overwhelmingly used his laptop for University matters.

Ms. Rosse's advice is in line with university policy. The University has a computing use policy that allows for university-issued computers to be used for periodic consulting activities, so long as the periodic consulting activity does not create a cost or violated the University's policies on conflict of interest/commitment.¹² As we already learned from Ms. Rosse's email to Ms. Pochay, there is no conflict of interest for Dr. Helmig to contract with the City of Longmont or the City and County of Broomfield.

As a note, in the 25 years Dr. Helmig purchased computers with University funds, he never received any direction from the University about any restrictions related to the use of those computers. The investigators over-sensationalize both the cost and usage of the university-issued computer. Surely, the University is not alleging that Dr. Helmig never used the computer for University projects. And, the Board of Regents should not fall into such overly dramatic claims as to believe that Dr. Helmig somehow absconded with a University laptop to be used exclusively for his personal projects.

¹² <https://www.colorado.edu/policies/acceptable-use-cu-boulders-it-resources>.

It certainly will be an interesting project to see how many University staff and faculty use their university issued laptop to conduct their own personal business. Through this rebuttal, we are demanding that the University issue a notice to all staff and faculty who have university issued laptops to preserve all files and internet histories contained on said laptops in the event we need to move forward with litigation.

9. PI Appointment Less than 50%

Lastly, the investigators recount a situation involving the appointment of a mid-career Ph.D. scientist that happened **years ago** and had been resolved. True to form, the investigators do not tell the full story. Since 2013, the scientist in question had been employed in Dr. Helmig's group at a part-time appointment at less than 50 percent.¹³ From the very beginning of the appointment, the scientist and Dr. Helmig had the agreement that the scientist would need to raise her own grant funding to secure her position and to possibly raise it to a higher fractional appointment level. There was ample concern that the funding Dr. Helmig had for the scientist would not last too much longer. In turn, the scientist sought a more than 50 percent appointment, which would trigger benefit expenses. Dr. Helmig advised that if the appointment percentage was raised, the funding would last for a shorter time, resulting in an earlier termination.

Not satisfied with this answer, the scientist complained to INSTAAR about not having her appointment percentage raised. A resolution was reached. The appointment was raised, she received benefits, the funding was exhausted more quickly, and the employee lost her appointment sooner than what had been proposed by Dr. Helmig.

Again, this occurred in 2017. The University did not make a big deal out of this issue then as Dr. Helmig received another excellent evaluation. It begs the question why the investigators have raised this allegation three years later when the matter was resolved? This matter was not raised as an issue in Dr. Helmig's April 7, 2020 termination letter. He was not given any right to a name-clearing hearing before this matter was released to the public.

It must be noted that this allegation was not raised as one of the listed alleged "reasons" for terminating Dr. Helmig's employment.

Conclusion

The University gave Dr. Helmig one set of reasons for terminating his employment. Post-termination, and following the mounting questions about its decision to terminate Dr. Helmig, the University embarked on an unconstitutional journey to dig up other ridiculous reasons to support the termination decision. The end result was this Investigation Report and Internal Audit. Along the way, the University smeared Dr. Helmig's reputation in the press.

Early on, we recognized that the University was not telling the truth about Dr. Helmig. We sought documents from the investigators to see what kind of investigation they conducted. Their incompetent and unprofessional conduct is evident with the numerous exhibits we have provided the Board of Regents that were not found in the investigators' files. Even so, the University's own voluminous documents demonstrate that:

¹³ Timeline can be verified through the 2016 NSF award letter. CU-SYS-0409.

1. The investigation was a sham, much of which was triggered by Ms. Pochay;
2. There was no evidence of wrongdoing;
3. Dr. Helmig was transparent about Boulder A.I.R. with his supervisors and they signed off on documents allowing Dr. Helmig to move forward with his private company;
4. Dr. Helmig did not try to divert dollars away from the University. Instead, the documents clearly show that the University lost contracts all on its own;
5. A long string of emails demonstrate that Dr. Helmig spoke with compliance officers and others related to his contracts and renting/buying/leasing University equipment. He was completely transparent;
6. There was no evidence that Dr. Helmig wrongfully used University equipment for his private company;
7. The investigators conducted an after-the-fact investigation, which included looking into issues that were years old, and discovering no evidence of wrongful conduct;
8. Teams of University officials gathered together to conduct mini investigations against Dr. Helmig after Ms. Pochay's chronic allegations; and
9. Despite Dr. Helmig's complaints that Ms. Pochay was creating a hostile work environment, the University allowed Ms. Pochay to be part of the investigative team.

It is disgusting that without conducting a fair, impartial, and thorough investigation the University would allow the Internal Audit to be published and disseminated to the press and the public.

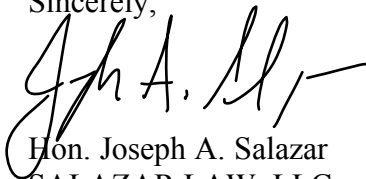
But, the nerve of these investigators was further demonstrated when they claimed in the June 18, 2020 letter, that Dr. Helmig diverted funds in the estimated amount of \$707,882 in research funding. Not only have we proven that this allegation is baseless and frivolous, but the documents clearly show that the University's bureaucracy is so abysmal that it lost the Longmont and Broomfield contracts all on its own. Any attempts by the University to make a claim to this funding will be strongly met on multiple fronts.

The investigation and its allegations were pursued so viciously and baselessly that citizens, legislators, and environmental groups have raised grave concerns about what indeed motivated and drove this public institution of higher education towards this frivolous undertaking. Every current CU research professor should be quaking in their boots at the haphazard and illegal actions of the University against a world-renowned scientist. Every potential faculty applicant should rethink whether they want to be employed by this institution.

Dr. Helmig followed University policy, kept University Administrators apprised of his University and private venture activities, sought the advice of University Administrators (including vice chancellor-level officials), signed the documents that were placed in front of him, and he has provided evidence that fully refutes the obtuse findings of the Investigation Report.

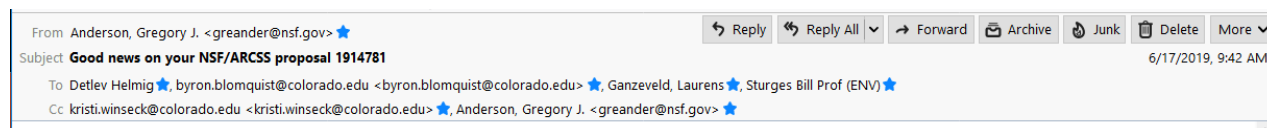
Obviously, it is up to the Board of Regents to decide what to do now that it has a more thorough view of this matter. We will submit, under separate cover, options to help heal the harm that has been done to Dr. Helmig. In the interim, should you have any questions or comments, please do not hesitate to have your counsel contact me at your earliest convenience at (303) 895-7044. I thank you for your time and attention in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "J. A. Salazar", with a long horizontal flourish extending to the right.

Hon. Joseph A. Salazar
SALAZAR LAW, LLC
PO Box 370
Eastlake, CO 80614-0370
(303) 895-7044 - Office

EXHIBIT 1



Dear Drs. Helmig, Blomquist, Ganzeveld, and Sturges,

I'm happy to inform you that I intend to recommend funding for your NSF/ARCSS proposal OPP-1914781 ("Reactive gases chemistry in the Arctic sea ice atmosphere"), though for a reduced scope and duration. Please note that there are many steps remaining in the process, and that no award, funding level, or start date is official until you and your institution receive notification from our Division of Grants and Agreements.

Before I can move forward with my recommendation, I need a few items from you. Please provide these to me via email or have your OSP upload into FastLane (as appropriate) as soon as possible.

1. **Response to reviewers' comments.** Reviewers generally supported the data collection, QC, and archival aspects of the project, and felt they would be valuable additions to the MOSAiC data set, but had concerns about other aspects:
 - a. The modeling aspects (described on Page 13 and elsewhere) were not viewed positively in the reviews, with one reviewer noting the goals seemed vaguely presented and another observing that the modeling was not described in sufficient detail.
 - b. Your proposal clearly addresses primary contamination from ship exhaust, and reviewers felt your plan "should work fine", in the words of one reviewer. The same reviewer expressed concern about secondary contamination via exhaust deposition on snow/ice surrounding the vessel and subsequent volatilization into the atmosphere, and suggests it would be necessary to adjust for this contamination by collecting snow samples in transects from the Polarstern that are analyzed later. Have you considered this source of contamination, and how would you address it?
 - c. Reviewers felt that more work should be done to collect molecular chlorine, bromine, and their oxides directly, rather than inferring their concentration and behavior from hydrocarbon ratios and other approaches as described in your proposal. How would you respond to that criticism?

Please prepare a concise PDF document (no more than 2-3 pages in length) addressing these comments and send it to me via email.

2. **Reduced scope and revised budget.** Given the reviews and other considerations, I'm prepared to recommend a two-year award with a reduced scope that would include collecting the measurements, necessary QA/QC, and archiving the data at AWI and ADC; the maximum budget would be approximately \$420,000. It is my understanding that Jacques Hueber will be sailing on the *Federov* for the initial round-trip leg and would assist with the shakeout for your instrument; please confirm that is correct. I'm not willing to support additional personnel on any cruise leg, or any activities not directly related to collecting, QCing, and/or archiving data.

I'm puzzled by why your institution is applying the on-campus rate for a project that would take place almost entirely off-campus. That seems inconsistent – can you clarify this?

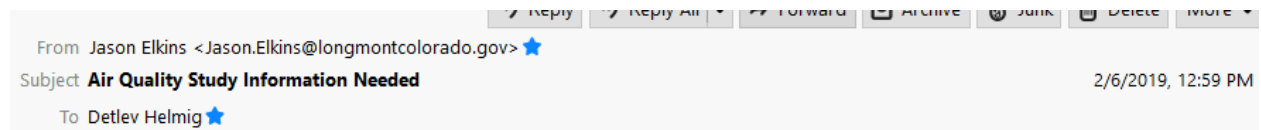
Please prepare a short addendum that describes the impact of these reductions, and label it "Budget Impact Statement". You can email that to me in PDF format directly. In addition, please work with your Sponsored Research to submit via FastLane a revised budget with a revised justification to match.

3. The **title** of the award should clearly reflect the purpose for the research in non-technical terms and should be no more than 20 words long. Because of this, the title for the award may be different from the title you used for the proposal. Please let us know if you would like to suggest an alternative title.
4. An **abstract** that describes your proposed research in a way that can be understood and appreciated by the public. Please take great care when writing this abstract, as these research summaries are posted online and provide important communication about our funded projects to the public (including members of the

EXHIBIT 2

Event	Destination	Year
Lecturer Global Atmospheric Watch Training and Education Course 29	Garmisch-Partenkirchen, Germany	2012
Lecturer Global Atmospheric Watch Training and Education Course 23	Garmisch-Partenkirchen, Germany	2015
Lecturer Global Atmospheric Watch Training and Education Course	Garmisch-Partenkirchen, Germany	2009
Lecturer School of Atmospheric Measurements in Latin America	San Juan	2018
International Global Atmospheric Chemistry Meeting (Elementa)	Breckenridge, Colorado	2016
International Global Atmospheric Chemistry Meeting (Elementa)	Takamatsu, Japan	2018
American Geophysical Union (Elementa)	San Francisco	2016
American Geophysical Union (Elementa)	New Orleans	2018
Invited Seminar Speaker	University of York, UK	2014
Global Atmospheric Watch Reactive Gases Scientific Advisory Group	Osaka, Japan	2018
Global Atmospheric Watch Reactive Gases Scientific Advisory Group	Tasmania, Australia	2016
Global Atmospheric Watch Reactive Gases Scientific Advisory Group	Malta	2011
Global Atmospheric Watch Reactive Gases Scientific Advisory Group	Daejeon, Korea	2014
Elementa Associate Editor Career Celebration	Washington State University	2019
Elementa Editor in Chief Meeting	Oakland, CA	2019
Elementa Editor in Chief Meeting	Oakland, CA	2016
Elementa Editor in Chief Meeting	Harvard University,	2014
Elementa Editor in Chief Meeting	Washington, DC	2013
Global Atmospheric Watch VOCs Expert Meeting	Urbino, Italy	2019
Global Atmospheric Watch VOCs Expert Meeting	Geneva, Switzerland	2016
Global Atmospheric Watch VOCs Expert Meeting	Garmisch-Partenkirchen, Germany	2010
IPCC Expert Meeting on Short-Lived Climate Forcers	Geneva, Switzerland	2018
Global Atmospheric Watch VOCs Expert Meeting	University of York, UK	2012
Ozone Deposition Workshop	Columbia University	2018
Invited Seminar Speaker	University of Rijeka, Croatia	2015
EuroVOL "Plant Volatiles: from Ecology to Exploitation"; Chair of Evaluation Committee	Florence, Italy	2013
EuroVOL "Plant Volatiles: from Ecology to Exploitation"; Chair of Review Committee	Strasbourg, France	2010
EuroVOL "Plant Volatiles: from Ecology to Exploitation"; Chair of Review Committee	Neuchatel, Switzerland	2014

EXHIBIT 3



Hi Detlev,

Sorry I haven't reached out to you in the past couple of weeks. I have been tackling other oil and gas issues that have taken priority over my workload.

I am now actively trying to move forward with getting a contract written and executed for your services. As part of this process, I have a fill out a Sole Source Justification form. I'm sure you are familiar with this process. I have attached the form I am using to purchase a FLIR GF320 camera. I'm sending this to you as an example of what is expected for justification. I am asking that you help me write some of justification. I don't know this material like you, and anything I write will most likely be inaccurate and elementary at best.

If you could draft an answer for Questions 1 and 2, that would be great. I just need to know the technical content, basically describing how your study is something only you can do. If you have any documentation from Boulder County that they used to justify your study, maybe it would be best to forward that to me. It might help expedite the process and prevent us from writing something that has already been written.

Let me know if you have any questions or would like to discuss over the phone.

Thanks,

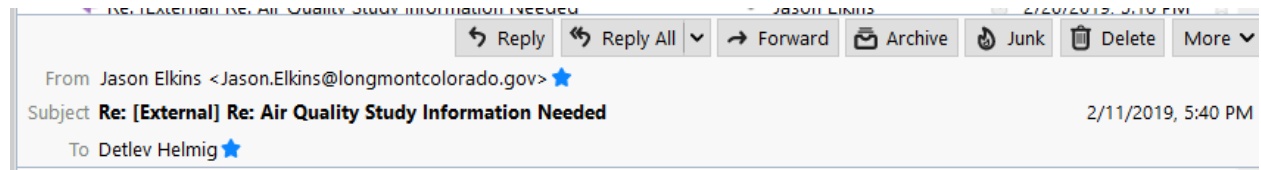
Jason Elkins, P.E. | *Civil Engineer II*

City of Longmont | Public Works & Natural Resources

385 Kimbark Street, Longmont, CO 80501

T: (303) 651-8310 | M: (720) 341-9137

longmontcolorado.gov



Hi Detlev,

Yes those worked great. Right now we are looking at contract options. I think we might need an IGA between Longmont and CU. Staff is coordinating efforts to present your study to Council for approval. I'll keep you updated...chances are we will ask you to attend in case there are questions.

Jason

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Detlev Helmig <detlev.helmig@Colorado.EDU>
Date: 2/11/19 17:22 (GMT-07:00)
To: Jason Elkins <Jason.Elkins@longmontcolorado.gov>
Subject: [External] Re: Air Quality Study Information Needed

Hi Jason,

just check in to make sure you got my answers to the SSJ and that those were workable for you?

Thanks,

Detlev

On 2/6/2019 12:59 PM, Jason Elkins wrote:

Hi Detlev,

Sorry I haven't reached out to you in the past couple of weeks. I have been tackling other oil and gas issues that have taken priority over my workload.

I am now actively trying to move forward with getting a contract written and executed for your services. As part of this process, I have a fill out a Sole Source Justification form. I'm sure you are familiar with this process. I have attached the form I am using to purchase a FLIR GF320 camera. I'm sending this to you as an example of what is expected for justification. I am asking that you help me write some of justification. I don't know this material like you, and anything I write will most likely be inaccurate and elementary at best.

If you could draft an answer for Questions 1 and 2, that would be great. I just need to know the technical content, basically describing how your study is something only you can do. If you have any documentation from Boulder County that they used to justify your study, maybe it would be best to forward that to me. It might help expedite the process and prevent us from writing something that has already been written.

Let me know if you have any questions or would like to discuss over the phone.

Thanks,

Jason Elkins, P.E. | *Civil Engineer II*

City of Longmont | Public Works & Natural Resources

385 Kimbark Street, Longmont, CO 80501

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From Jason Elkins <Jason.Elkins@longmontcolorado.gov> ★

Subject **RE: [External] Re: Air Quality Study Information Needed**

To Detlev Helmig ★

2/11/2019, 6:15 PM

Correct. IGA = Intergovernmental Agreement. I would hold off until we have better direction as to what Council wants. I am hopeful we will do everything in your estimate, but there might be other budgetary concerns I'm not aware of that might alter the scope.

Thanks,

Jason Elkins, P.E. | *Civil Engineer II*
[City of Longmont](#)
T: (303) 651-8310 | M: (720) 341-9137

From Dave Christopher <dave.christopher@Colorado.EDU> ★
Subject **CU Air Quality with the City of Longmont** 2/13/2019, 3:36 PM
To Detlev Helmig ★
Cc Nicole Carleton <Nicole.Carleton@Colorado.EDU> ★, 1 more

Detlev –

I have copied Nicole on this e-mail and would like to get her opinion before we reach out to the City of Longmont. Nicole is out of the office this week, but anticipates being back next week.

Though you still do not have “official” Rates from our Budget and Fiscal Planning Team (BFP), if Nicole agreed, I think we could offer the City of Longmont a similar Service Quote that was offered to BCPH. Had BCPH accepted our Service Quote and referenced terms, they could have issued CU a purchase order and that would have been all we needed. I think it is a good place to start with the City of Longmont and would eliminate the need for an IGA. If they can accept the Service Quote and terms and we would be good to go.

We still need you to work with Venessa Ortega at BFP to set your rates, which will make future awards very simple. I have attached your Service Quote that was given to BCPH for reference. Please wait for Nicole to reply before you offer this to the City of Longmont.

Thank you.

Regards,

Dave Christopher

Senior Contracts Officer
Office of Contracts and Grants
University of Colorado Boulder
3100 Marine Street, Room 328
Boulder, CO 80301
Phone: 303.492.0868
www.colorado.edu/ocg

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From

 Nicole Carleton <Nicole.Carleton@Colorado.EDU> 

Subject

 Automatic reply: CU Air Quality with the City of Longmont

To

 Detlev Helmig 

2/13/2019, 4:18 PM

I will be out of the office during the week of February 11, 2019. I will have limited access to emails. If you need an immediate response, please contact Candace Cyrus, Service Administrator, by calling 303-735-6616 or emailing ocgservicecontracts@colorado.edu.

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From

 Jason Elkins <Jason.Elkins@longmontcolorado.gov> 

Subject

 RE: [External] Re: Air Quality Study Information Needed

To

 Detlev Helmig 

2/13/2019, 1:15 PM

Hi Detlev,

I am moving forward with contracting your services. I need you to provide me with a quote for services through your company and not CU. In order to expedite this, it's much easier to contract with your company than CU. Can you please provide a quote for "regulatory like" services, including CO2 and a second monitoring station? As soon as I have that I'll be running it through for approval. Let me know if you have any questions about this.

Also, I will be presenting this study to the City Council on March 5th. Can you please attend and be prepared to give a short presentation and any Q&A Council might have? The meeting starts at 7 and usually ends around 10, although you can leave once your presentation is over. Let me know if you can attend.

Thanks,

Jason Elkins, P.E. | *Civil Engineer II*
[City of Longmont](#)
T: (303) 651-8310 | M: (720) 341-9137

From Jason Elkins <Jason.Elkins@longmontcolorado.gov> ★
Subject **RE: [External] Re: Air Quality Study Information Needed** 2/14/2019, 4:40 PM
To Detlev Helmig ★

Hi Detlev,

So the reason the City needs an IGA from CU is because the University accepts State funding. The City Attorney's office has advised the Purchasing and Contracts department to view CU as another government agency, hence the need for an IGA. I will keep working on my end to make the argument that since Boulder County contracted with you without an IGA, there is precedence for Longmont not to as well. But in the meantime, if you can still work on getting a quote for services through your LLC, that would be great. Doing so will get us ready for whatever option they decide.

Thank you!

Jason Elkins, P.E. | *Civil Engineer II*
[City of Longmont](#)
T: (303) 651-8310 | M: (720) 341-9137

From Jason Elkins <Jason.Elkins@longmontcolorado.gov> ★
Subject **RE: [External] Re: Air Quality Study Information Needed** 2/18/2019, 9:45 AM
To Detlev Helmig ★

Thank you!

Also, about your presentation to City Council...we wanted to keep the presentation to about 15 minutes. There will be plenty of time for Q&A afterwards. When you get a chance, can you email me the presentation and we can go over it together?

Let me know your thoughts.

Thanks,

Jason Elkins, P.E. | *Civil Engineer II*
[City of Longmont](#)
T: (303) 651-8310 | M: (720) 341-9137

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From: ocgservicecontracts <ocgservicecontracts@colorado.edu>★

Subject: RE: CU Air Quality with the City of Longmont


To: Detlev Helmig★

2/18/2019, 12:43 PM

Hi Detlev,

Nicole is OOO today. However, she is answering emails. I will forward your email to her.

Candace Cyrus
Service Administrator
Office of Contracts and Grants
University of Colorado Boulder | 3100 Marine Street | Boulder, CO 80303
303-735-6616 | Candace.Cyrus@Colorado.edu
www.colorado.edu/ocg

Be Boulder.
 University of Colorado Boulder

From: Detlev Helmig <detlev.helmig@Colorado.EDU>
Sent: Monday, February 18, 2019 9:58 AM
To: Detlev Helmig <Detlev.Helmig@colorado.edu>; Dave Christopher <dave.christopher@Colorado.EDU>
Cc: Nicole Carleton <Nicole.Carleton@Colorado.EDU>; ocgservicecontracts <ocgservicecontracts@colorado.edu>
Subject: Re: CU Air Quality with the City of Longmont

Hi Nicole,

just checking to see if you are back in the office today? Could you please call me so we can discuss how to best move this forward?

Thank you,

Detlev

On 2/13/2019 4:18 PM, Detlev Helmig wrote:

Hi Dave,

thank you for the prompt reply. Hopefully we can get this figured out soon. Longmont would like to move forward with this asap.

Detlev

Appendix D

From Nicole Carleton <Nicole.Carleton@Colorado.EDU> ★

Subject **RE: CU Air Quality with the City of Longmont**

To Detlev Helmig ★, Detlev Helmig ★, Dave Christopher <dave.christopher@Colorado.EDU> ★

Cc [ocgservicecontracts <ocgservicecontracts@colorado.edu>](mailto:ocgservicecontracts@colorado.edu) ★, **1 more**

2/19/2019, 10:34 AM

▲

Detlev,


We can use a quote approach with the City of Longmont. Since you haven't officially completed the setup process, I would ask that you work with us to finalize the quote. I have attached the one for Boulder County Public Health for you to tweak for the City of Longmont and resend back to ocgservicecontracts@colorado.edu for final review. It would be advisable not to provide City of Longmont with the discounted rate since you are starting a new project with them. We should charge them the full, anticipated rate for their customer type unless another approach is approved by Budget & Fiscal Planning concerning the rates.

I am traveling tonight, but should be able to work on this tomorrow if you get the quote updated for the City of Longmont. The approach would be that as long as they do not try to redline/change the quote terms and conditions or issue us anything to sign, we can proceed without an agreement using the quote for minimal coverage requirements. If either of these scenarios occur, we will need to engage in a negotiated/executed agreement. We can try to avoid that for as long as possible.



I do apologize for the delayed response. I had an unexpected family emergency out of state in which I needed to attend.


Sincerely,

Nicole Carleton, CRA
Project Manager, Service & Research Agreements
Office of Contracts & Grants
University of Colorado Boulder
UCB 572
Boulder, CO 80309
📞 303 735 0254

From: Detlev Helmig  Reply Reply All Forward Archive Junk Delete More

Subject: **Re: CU Air Quality with the City of Longmont** 2/19/2019, 11:50 AM

To: Nicole Carleton <Nicole.Carleton@Colorado.EDU> , Detlev Helmig  1 more

Cc: ocgservicecontracts <ocgservicecontracts@colorado.edu>  1 more

Hi Nicole,

I developed several quotes after a series of discussions with Longmont City staff. They have gone back and forth about what analyses they want to get done, but seem to have settled now on the number of gases and number of samples to be analyzed. There are no discounts included in these quotes. Longmont wants these results to be at 'regulatory' quality, which adds a bit of effort for the analysis. I used the quote that was signed off with Boulder County as the starting point and then made some adjustments accordingly.

Attached are two documents that reflect two different samples sets that the city would like us analyze.

There is an upcoming City Council meeting in the first week of March where these quotes will be presented and voted on.

Thank you,

Detlev

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From: Jason Elkins <Jason.Elkins@longmontcolorado.gov> 

Subject: **RE: [External] Re: Air Quality Study Information Needed** 2/20/2019, 9:20 AM

To: Detlev Helmig 

Good Morning Detlev,

When do you think you'll have an official cost proposal and the presentation slides? I would like to attach both to the Council Communication I am submitting. In the Council Communication, I'm asking them to approve the proposal so we can contract with you, and the proposal needs to be attached.

Thanks,

Jason Elkins, P.E. | Civil Engineer II
[City of Longmont](#)
T: (303) 651-8310 | M: (720) 341-9137

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From: Jason Elkins <Jason.Elkins@longmontcolorado.gov> ★
Subject: **RE: [External] Re: Air Quality Study Information Needed** 2/20/2019, 9:52 AM
To: Detlev Helmig ★

So I just got off the phone with the General Manager...we need the proposal by the end of today so we can submit it. Let me know if this is possible. If you need to, make conservative estimates on a whatever unknowns you have and let's try to push this through.

Thanks!

Jason Elkins, P.E. | Civil Engineer II
[City of Longmont](#)
T: (303) 651-8310 | M: (720) 341-9137

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From: Jason Elkins <Jason.Elkins@longmontcolorado.gov> ★
Subject: **Re: [External] Re: Air Quality Study Information Needed** 2/20/2019, 10:29 AM
To: Detlev Helmig ★

Thank you!

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----
From: Detlev Helmig <detlev.helmig@Colorado.EDU>
Date: 2/20/19 10:24 (GMT-07:00)
To: Jason Elkins <Jason.Elkins@longmontcolorado.gov>
Subject: Re: [External] Re: Air Quality Study Information Needed

o.k. I will get back to you later today. Thanks, Detlev

From detlev★

Subject **Re: CU Air Quality with the City of Longmont**

To Nicole Carleton <Nicole.Carleton@Colorado.EDU>★

2/20/2019, 10:42 AM

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Hi Nicole,

I actually just got an e-mail from the City of Longmont this morning. They are asking for confirmation that the proposal that we have been discussing is valid and that they can move forward based on that by the end of the day today. Is there a way this can be accomplished on your end?

Thank you,

Detlev

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From Jason Elkins <Jason.Elkins@longmontcolorado.gov>★

Subject **Re: [External] Re: Air Quality Study Information Needed**

To Detlev Helmig★

2/20/2019, 5:16 PM

What about the proposal from Boulder AIR? We aren't going through the University.

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Detlev Helmig <detlev.helmig@Colorado.EDU>
Date: 2/20/19 17:11 (GMT-07:00)
To: Jason Elkins <Jason.Elkins@longmontcolorado.gov>
Subject: Re: [External] Re: Air Quality Study Information Needed

Hi Jason,

attached the two quotes for the regulatory-like contract. These haven't changed from what I sent you last week. I don't have the very final o.k. from my administration yet, but I also haven't heard anybody scream at me about this proposal. So, I am relatively confident that this will eventually be approved. And it does closely follow the signed and already billed contract with Boulder County. So, there really isn't an obvious reason why this situation would be considered any differently. As explained before, these rates are based on a service contract, which has a lower indirect cost (about 50% lower) than a research proposal.

Now, while this proposal includes purchase of a number of new instruments, it does also build on equipment and infrastructure that we have in our lab and at CU. For instance, we have accounting, computing support, liability insurance, some of the needed equipment, and a full range of calibration standards. That saves a fair amount of the cost for us to provide these services.

Detlev

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From Detlev Helmig <dh.bouldair@gmail.com> ★

Subject **Boulder A.I.R. quote for air quality monitoring in Longmont** 2/20/2019, 5:35 PM

To jason.elkins@longmontcolorado.gov ★, Detlev Helmig <dh.bouldair@gmail.com> ★, detlev ★

Hi Jason,

so, here is the alternative for running this monitoring through my company. Jacques and I spent a fair amount of time on crunching these numbers. It comes out a bit higher (16%) than the CU Service Contract quote. The reason is that we would have a significant amount of upfront cost for equipment and also for some labor that could not be provided by current CU resources. The cost, though, is significantly lower than doing this work through CU as a research project.

Costs for maintaining this monitoring in following years would be significantly lower as the routine instrument maintenance and operation will be less costly than the instrument acquisition and startup.

Thank you,
Detlev

--
Detlev Helmig
Boulder A.I.R.
dh.bouldair@gmail.com

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From: Nicole Carleton <Nicole.Carleton@Colorado.EDU> ★

Subject: RE: CU Air Quality with the City of Longmont

2/20/2019, 5:30 PM

To: Detlev Helmig ★

Cc: Chrystal Lee Pochay <Chrystal.Pochay@Colorado.EDU> ★, Dave Christopher <dave.christopher@Colorado.EDU> ★ 1 more

Detlev,

I have the following advice on the attachments in the attached email.

- 9. MATERIAL: Please add a description of the samples from the City of Longmont. This is important as it is referenced in the online terms and conditions and needs to be identified in this box.
- 14. CUSTOMER TECHNICAL POINT OF CONTACT: Please add in your main point of contact First and Last Name, Phone, and Email for reference purposes.
- You can then remove the DRAFT watermark.

Once this information is updated, then it will be approved. Again, if the City of Longmont issues you anything to sign or tries to redline/negotiate the terms and conditions linked to the quote(s), please let ocgservicecontracts@colorado.edu know and we will engage for review/negotiation.

Sincerely,

Nicole Carleton, CRA

Project Manager, Service & Research Agreements

Office of Contracts & Grants

University of Colorado Boulder

UCB 572

Boulder, CO 80309

📞 303 735 0254

www.colorado.edu/ocg/manage-awards/service-activities

www.colorado.edu/ocg/manage-awards/types-agreements/service-agreements

www.colorado.edu/ocg

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From: Jason Elkins <Jason.Elkins@longmontcolorado.gov>
Sent: Tuesday, July 7, 2020 6:10 PM
To: Detlev Helmig <dh.bouldair@gmail.com>
Cc: Jane Turner <jane.turner@longmontcolorado.gov>
Subject: RE: [External] CU audit

Hi Detlev,

Jane and I have actually looked into this claim, and we cannot find anyone from the City who made that statement. The audit says they received the statement in an email, so the auditors have that email. I believe we asked for a copy of that email...Jane is that correct? Detlev, maybe you can request a copy of that email? Any email sent by a city official is public record, therefore the University should not have an issue releasing it, or at the very least, name the person who made that statement.

As we discussed over the phone last week, it was never Longmont's intention to bypass CU and contract with Boulder AIR because of the University's fees...it was purely due to the tight schedule we were directed by City Council and an IGA would have exceeded the deadline of that schedule. I have no doubt you have many emails where I stated that was the case.

Jane can clue you in on our response to CU and our requests for corrections (this was one of those issues). She's been communicating with CU about this issue.

Also, you mentioned that you had a report with pictures in it of the Airport Site. Can you send that to us please? We need to verify someone did not trespass onto City property to take those pictures. If they did, that is a security breach that we will need to address.

Thank you,

Jason Elkins, P.E.
Senior Civil Engineer
Water Resources Division | City of Longmont

—

OFFICE 303-651-8310 | CELL 720-341-9137

From: Detlev Helmig <dh.bouldair@gmail.com>
Sent: Tuesday, July 7, 2020 5:43 PM
To: Jason Elkins <Jason.Elkins@longmontcolorado.gov>
Subject: [External] CU audit

Hi Jason,
I was wondering if you or somebody else has been able to find out who would have communicated to the CU auditors what was stated in the report.

communicated to the CU auditors that was stated in the report.

This official stated "We did not contract with Dr. Helmig through an Intergovernmental agreement with CU Boulder. We contracted directly with him through his LLC. Originally, we planned an IGA knowing he was a member of CU staff, but Dr. Helmig requested we contract with his company which we understood was not under the auspices of CU."

It would be really valuable to know if you were able to get to the bottom of that. I for sure don't remember saying anything like that. And it wasn't the position that I remember I presented. Actually, I do have several e-mails from you stating that Longmont wanted to go that route.

There are a fairly high number of other unsubstantiated claims in that audit. We are putting together a rebuttal and will ask the University to release a correction. It would be really good to know if and who made that statement, or if that's something that CU made up, which then would be quite disturbing

Thank you,

Detlev

EXHIBIT 5

↩ Reply

↩ Reply All

→ Forward

📁 Archive

🗑 Junk

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More

From Pamela Ann Rosse <pamela.rosse@colorado.edu> ★

Subject **Property/instruments question**

2/25/2019, 11:35 AM

To Melissa A Keller <melissa.keller@Colorado.EDU> ★, Detlev Helmig ★

Hi Melissa,

I'd like to connect you with Prof. Detliv Helmig who has a question about the use of some instruments that he and his team developed several years ago. The City of Longmont has approached him with a contract to his company. He has an approved COI MOU with CU for that company, so that aspect has been worked out. But he would like to use the instruments to conduct the work. He is interested in getting permission to use, or even buy , the instruments. Since you are with Property Accounting, I thought you might be the correct contact. Would you please assist with this inquiry?

Thanks,

Pam

Pamela A. Rosse, MS
Compliance Director, Conflicts of Interest and Commitment
Office of Research & Innovation
(formerly, Office of the Vice Chancellor for Research)
University of Colorado at Boulder
Mailstop 563 UCB; Room 37 ARC
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<http://www.colorado.edu/researchinnovation/coi>

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Research & Innovation Office

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Pamela Ann Rosse

Compliance Director

CONFLICTS OF INTEREST & COMMITMENT

✉ pamela.rosse@colorado.edu

☎ 303-492-3024

563 UCB



FW: Follow-up Regarding Your DEPA

• Pamela Ann Rosse 2/14/2019, 9:26 AM

Property/instruments question

• Pamela Ann Rosse 2/25/2019, 11:35 AM

✉ Re: Property/instruments question

• Pamela Ann Rosse 2/25/2019, 1:25 PM

Hi Melissa,

I'd like to connect you with Prof. Detliv Helmig who has a question about the use of some instruments that he and his team developed several years ago. The City of Longmont has approached him with a contract to his company. He has an approved COI MOU with CU for that company, so that aspect has been worked out. But he would like to use the instruments to conduct the work. He is interested in getting permission to use, or even buy, the instruments. Since you are with Property Accounting, I thought you might be the correct contact. Would you please assist with this inquiry?

Thanks,

Pam

Pamela A. Rosse, MS

Compliance Director, Conflicts of Interest and Commitment

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(formerly, Office of the Vice Chancellor for Research)

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Campus Controller's Office

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Melissa A. Keller

Accounting Technician III

melissa.keller@colorado.edu

303-492-8030

ARC - 421

Re: Property/instruments question

• Melissa A Keller

2/25/2019, 12:25 PM

Re: Property/instruments question

• Melissa A Keller

2/25/2019, 1:42 PM

From: Melissa A Keller <melissa.keller@Colorado.EDU>

Subject: **RE: Property/instruments question**

2/25/2019, 12:25 PM

To: Pamela Ann Rosse <pamela.rosse@colorado.edu> , Detlev Helmig

Hi Pam,

Can you please provide me with a little bit more information so we can see if this is possible and if so how we going about doing this. Can you please give me a list of items that are part this and the tag numbers if they have tag numbers? Also can you please let me know the funding source for those purchases?

Thank you,
Melissa

EXHIBIT 6

Hi Giff,

Thank you very much for this research and your detailed answers. Sorry, it took me a while to respond. I have been busy around the clock during my travel and it's been challenging to find time for organizing my thoughts for a response to your last two e-mails.

These are some additional points of consideration:

Before I decided to go the Research Professor route I met with James for a discussion about the responsibilities, and benefits of this appointment. As far as I remember, back in 2002 the backstop was not to be (exclusively) provided by the institute, but it was shared between the department through which the appointment was (PAOS), and the graduate school. From reading the new online document for Research Professor appointments, it seems that there has been a change in that responsibility, with the backstop now being exclusively provided by the institute?

I understand that the conditions for actually drawing from that backstop are very restrictive. I agree with you that in my particular situation the odds of getting to that point are pretty low. Also, currently I am quite reasonably funded, so it would be several years before my group could potentially totally run out of funding. But having the backstop security network has made a big difference for me and been a major factor for not following up on other job opportunities over the past.

I appreciate your assessment "I think we can argue that a lack of notice of termination might allow us to consider your situation as a "reappointment". Since in 2003 the backstop was a default condition of the appointment, I believe that I have accumulated and topped out with one year of backstop salary support many years ago. But given that this was earned under the old stipulations, it is not clear to me from where the backstop would be provided. I am not sure if that needs to be clarified now, or if that's something that would need to be resolved if and once this situation would be reached? In case I would get to the point and be drawing from that backstop, I certainly will perform the stipulated works and responsibilities:

"they will be expected to carry out work in support of the University's principal missions of teaching, research, and service; i.e., they may be required to teach and/or perform functions in support of service or research such as proposal preparation and general assistance to the service or research activities of the sponsoring unit.")

and I agree to the other terms that are laid out under "5.3 In the Event of Funding-Support Discontinuity". My intention was to meet with Jim and Terri for a clarification about my situation. But this may not be necessary if you can provide these answers?

The online document with the current procedures and benefits states that new backstop would be accumulated at a rate of two months per year, and that this needs to be agreed on with the hosting department or institute.

“Eligibility for such interim or backstop funding must be agreed on in writing in advance of the individual’s appointment. ... It is very important that the research faculty member and the appointing unit are aware of any salary-backstop commitments that have been made.”

Does INSTAAR adhere to the recommendation of this benefit as spelled out in the online document? My understanding is that in my situation these conditions would then possibly apply if funding was re-established after having had a gap in funding and some or all of the previously accrued backup funds have been used.

(In addition, it would eventually also be good to clarify how the accrual of the benefit would work if a Research Professor chose or for funding reasons can only support her/his salary at a reduced part time rate. That also leads to the question if the backstop could be drawn at a lower rate but for a longer time, for instance at 50% salary over two years?)

You mentioned that there is another colleague at INSTAAR considering a research professor appointment? Are these benefits negotiated on a case by case or is there an ‘INSTAAR policy applies to all’? Are you willing to share who this other applicant is so that we can discuss and express our interest with a common voice?

It would be good to have the INSTAAR rules be transparent so that interested applicants can weigh this into the decision whether to apply for this appointment with INSTAAR, or if going through a department would be a more favorable option.

I would appreciate answers where INSTAAR stands on these questions, so that I can compare and weigh the benefits between an INSTAAR and a Mechanical Engineering appointment as a possible alternative. This would then also allow us to move forward with my application quicker, and possibly still meet the target dates that you outlined in your e-mail.

These are my preferences in regard to your questions in your second e-mail:

- I would like to avoid interruption of my research professor appointment.
- I prefer to pursue a promotion for Full Research Professor. Completing this during the spring semester would be preferable. If that can not be worked out because of the timing, then a second best option would likely be to go for a renewal at the Associate Research Professor now, with a second round for a promotion in the fall semester. This just seems a lot of extra work for the same outcome.

I have had many years of good experiences with INSTAAR and I am grateful for the opportunities that INSTAAR has provided to further my career and develop my group’s research. But during the past couple of years there have been situations that have challenged us in a number of ways. In this course, I have increasingly sensed hostile sentiments from Chrystal Pochay against me. I have expressed this before, but thus far there hasn’t been any move towards a resolution. This situation is unhealthy for Chrystal, for me, and the INSTAAR leadership. If we are considering my reappointment with INSTAAR, then we need to work out a resolution of this situation. I also appreciate your consideration of this matter.

Thank you very much for all the time you have been dedicating to these questions. I realize that with the director search this has been a very busy semester, and that this topic really isn't an easy and fun one to have on your plate, even more so during this busy time.

Detlev

On 3/17/2019 9:33 PM, Gifford H. Miller wrote:

Hi Detlev

Thanks for the detailed summary on the history of your position at INSTAAR.

As you note, Research Professor titles can now be sponsored solely by an Institute, and there is no longer any limit on how many Research Professors a unit may sponsor. I will reiterate here that although the Research Professor appointment appears to have lapsed (probably in 2009), you are certainly still a Fellow of INSTAAR. This is independent of the Research Professor title.

Here are the some key sentences from the University's current regulations for Research Professors

<https://www.colorado.edu/researchinnovation/hr/research-professor-series/procedures-policy-implementation-research-professor-series>

Research Professors will be placed on limited-term appointments

The evaluation of nominees for appointment should focus on promise in graduate student advising and mentorship, and research as well as the potential of the candidate to obtain sustained external funding.

The term of appointment is five (5) years and is renewable upon the recommendation of the home unit and contingent on favorable review and recommendation by the RIO Advisory Board

Given that the appointments are for 5 years, if you wish to maintain the position, you should apply for reappointment. The Research Professor website spells out the details. That document says "If reappointment is desired by the faculty member in consultation with the home unit, an application for reappointment is required six months prior to the end of the current appointment

period for all Research Professor titles". I think we can argue that a lack of notice of termination might allow us to consider your situation as a "reappointment". You can read through the details on the Research Professor website.

If you wish to be considered for promotion to Research Professor, you should read through the guidelines. This promotion is similar to tenure track faculty promotions, with external letters and a local personnel committee to build a dossier.

In terms of financial benefits, the source of salary backstop for an INSTAAR Research Professor is usually from funds within the sponsoring unit. The letter of offer is required to indicate where those funds would be derived from. From the website "*General fund support is normally not provided for individuals in the Research Professor series; however, individual units may agree to provide interim or backstop financial support in the event of discontinuity in external funding. Such backstop funding must be described in writing in the appointment or offer letter.*"

At this point in time, since there is not an active appointment with a commitment for INSTAAR to cover salary, I think any salary commitment is unclear. And the next paragraph outlines what I think is the least attractive issue surrounding Research Professor salary support. The text below is pasted in from the website:

The faculty member must apply for the interim funding to the Vice Chancellor for Research & Innovation, who will communicate with the department/institute regarding financial/salary backstop commitments or obligations to determine the amount of funding to be awarded to the research faculty member. Funding will be for the maximum described in the prior section 5.3 or until sponsored-research funds are available, whichever comes first. Applications must be supported by the units that are the sponsors and co-sponsors of the appointment. While drawing funding from University resources, the faculty member will be responsible to the Vice Chancellor for Research & Innovation, who, in consultation with the head of the sponsoring unit, will determine an appropriate workload and job responsibilities for the faculty member. The person is required to use accrued vacation time before becoming eligible to use any form of back-stop funding that may be provided by the unit. Faculty will not normally be eligible to draw from the University fund unless they have experienced a complete lapse of funding: i.e., the first obligation against their existing research grants and contracts should be to pay their own salaries and benefits.

The bottom line here is that even if INSTAAR had made a backstop commitment, you would have use up all available funds that you control and let your lab personnel go before you would be eligible for backstop funding. This seems to me to be not much of a benefit to an analyst like yourself, and was why Scott Lehman let his Research Professor appointment lapse. I think its

rather stingy of the University for folks like yourself who have led successful research programs for decades, but these are the terms of the appointment, sadly.

Let me know how you would like to proceed on the Research Professor front. Another Directorate member is planning to apply for a Research Professor title, and I hope others will follow suit.

Cheers, Giff

Gifford H Miller

Interim Director INSTAAR, and

Professor, Geological Sciences

University of Colorado

Boulder, CO 80309-0450 USA

From: Detlev Helmig <detlev.helmig@Colorado.EDU>

Date: Sunday, March 17, 2019 at 4:30 PM

To: Gifford Miller <gmilller@colorado.edu>

Cc: Susan Ponsor <Susan.Ponsor@colorado.edu>, Detlev Helmig <Detlev.Helmig@colorado.edu>

Subject: Re: Helmig reappointment 2019 january.docx

March 17, 2019

Hi Giff,

in response to your question when we met briefly down by our offices about a week ago, I went back and looked through my appointment records. This is what I was able to find, and what I remember to the best of my recollection:

- I have a letter dated December 17, 2002, stating the beginning of my Associate Research Professor appointment on January 1, 2003, signed by R.J. Peterson. The letter does not state that this appointment is or has to be a joint appointment with ATOC (PAOS at that time). The document with expectations, rules, and regulations for Research Professor appointments that was valid at that time (which I have a copy of), stated that the position came with a 2-months per year earned salary backstop, not to exceed 1 year total, as I described to you in my letter from February 8.
- In February 2006, the INSTAAR directorate voted unanimously to renew the appointment. I have a letter from James Syvitski confirming that.
- However, PAOS (now ATOC) voted against renewing the joint appointment. One of the main arguments that was presented was my 'lack' of teaching engagement. As I mentioned already, there were several sticking points to that, including that there was no agreement to be adequately paid for the teaching. I was notified by Brian Toon about this decision in an e-mail on March 23, 2006.
- I had a meeting with James on April 7, 2006, about this situation. James was quite surprised and had no further insight about ATOC's decision. He recommended to seek a joint appointment with a different department. He also directed the front office to immediately stop the ICR split with PAOS. I was the primary advisor of four graduate students at that time. A discontinuation of my appointment would have put these students up in the air, so we all tried to find a workable resolution.
- I investigated a joint appointment with several departments and found that Mechanical Engineering seemed to be the best fit.
- I have records of communications with James Syvitski in November 2006 about pursuing a joint appointment with Mechanical Engineering. He was supportive of that. He also suggested promotion from Associate to Full Research professor at that point.
- I then engaged into further conversations with Mechanical Engineering. I met with the ME chair Martin Dunn and several of their faculty. Mechanical Engineering was welcoming me to join their department. Upon looking into that further, though, I think the situation was that ME already had several Research Professor appointments, and that my appointment would have exceeded the 'quota' for the department. If I remember correctly, then the recommendation was to wait until one of the their Research Professors was moving up to a teaching faculty appointment, and I think that Mike Hannigan was about to go that direction. This stall mate lasted for quite a while, though.
- Jim White then took over as interim INSTAAR director sometimes in 2017. I have a communication with him about the joint ME-INSTAAR appointment from September 13, 2017. I think ME by then still had not made much progress with responding to my interests. After waiting some more, I had another meeting with Jim about this lack of progress. I have an e-mail from June 13, 2008 about setting up the meeting for a further discussion. At that point of time, Research Professor appointments were no longer needed to be jointly with a department. Also, the class room teaching requirement had been eased. Jim informed me that therefore a Research Professor appointment with INSTAAR alone was just fine, and that since INSTAAR had evaluated my application package already and voted unanimously in favor for it, nothing else would be needed. I can not find any letter dated around that time that put this in writing. But obviously, there never was a change in my administrative title, graduate student

mentoring and committee chairing, INSTAAR listing, responsibilities, and evaluations, which gave me confidence that this all had been settled.

As I was researching these records, I also found a letter from March 22, 2004, that extended my appointment as Fellow and member of the INSTAAR directorate for five years to March 31, 2009. I don't think that that appointment has ever been renewed since? At least I don't think I have any records of that? But as far as I am aware, I have been a Fellow of INSTAAR all along? I have been participating in directorate meetings and in all the voting for sure. And from talking to a few others at INSTAAR over the past weeks, it doesn't seem that I am the only one in this situation? What this appears to demonstrate, is that for many years the Front Office hasn't kept close track of INSTAAR appointments and their renewal cycles. I remember that this question was brought up in a directorate meeting a couple of years ago, but it doesn't seem that much has changed? And it seems that most INSTAARs themselves don't appear to be bothering, as it doesn't really seem to matter for most purposes within INSTAAR's internal business?

I would like to have clarification about this situation, including the salary backstop that I feel I have rightly earned. I am therefore considering to reach out to Jim and RIO directly to seek their advice on these questions.

With my busy travel schedule right now (in Europe this week, then back for three days during spring break, and then gone to Alaska for field work again for two weeks), these meetings will probably take another month or so to schedule. As mentioned in my letter from February 8, I will factor the resolution of this question into my decision about how to proceed.

Thank you,

Detlev

On 3/14/2019 7:40 AM, Susan Ponsor wrote:

Detlev,

The due date for your research professor appointment also passed weeks ago. I know you asked Giff for an extension. The materials are now four weeks past due. RIO has asked repeatedly that this process be followed. We will soon have no choice but to change your position title. Do you plan on submitting these materials?

Sue Ponsor

INSTAAR

303-492-7909

--

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Institute of Arctic and Alpine Research (INSTAAR)
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INSTAAR Homepage: <http://instaar.colorado.edu/>

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Tel: (303) 492-2509
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E-Mail: detlev.helmig@colorado.edu
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INSTAAR Homepage: <http://instaar.colorado.edu/>

EXHIBIT 7

Hi Giff,

over the past five months I have communicated/met with I think six CU administrative folks from different offices to get advice and direction on how to make these arrangements and set up the contract following University regulations. The outcome is a service contract mechanism that I believe you signed about a month ago. We followed exactly what CU asked us to do.

So, I am really puzzled who is now voicing these 'concerns'?

The implementation of the monitoring systems for the Longmont project is still some ways out as the buildings are not in place yet, and we don't have a date when they will become available.

Longmont actually inquired if they could rent our CU instrument trailer for one of the sites after their 1st choice building plan fell through. So I asked Lindsey to set up a CU service contract for that, using the mechanism that CU wanted us to use. But that has now been stuck in our administration for several weeks.

I will be on family travel for another two weeks. It would probably be good for us to sit down after my return to go over this together.

Detlev

On 7/2/2019 11:29 AM, Gifford H. Miller wrote:

Hi Detlev

I realize you are away, but you should be aware that there are some serious concerns regarding the implementation of your recent contract with the City of Longmont. It is critical that no CU resources are utilized until there is a formal contract with the University for compensation. This includes not only instrumentation, but also computers and an software purchased on grants or other CU contracts. Concerns about this have risen to very high levels in the CU Administration and there is now an audit of your lab that has been initiated.

It is very important that you are fully aware of the regulations and that you ensure that you are compliant. There is no contract between your company and CUB in place currently, and therefore no CU resources can be accessed by that contract.

I met with Jacques earlier today to make sure that he does not move forward until that contract is in force.

Giff

Gifford H Miller

Interim Director INSTAAR, and

Professor, Geological Sciences

University of Colorado

Boulder, CO 80309-0450 USA

--

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INSTAAR Homepage: <http://instaar.colorado.edu/>



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EXHIBIT 8

Hi Giff,

fyi, I have compiled a summary and copied selected e-mail communications that I have had to work out this service contract. I am attaching a document with these records with this e-mail. These were the mails that I had left in my mail box. There were probably many others that I have deleted, as I regularly purge my In-Box of mails that I don't consider worth keeping.

There are at least some 40 communications in total for setting up this service contract. In addition, I had multiple phone calls with everybody who is mentioned in this chain of communications.

I also had one 1-hr+ in person meeting with Venessa Ortega.

In brief:

The Longmont activity was discussed, included, and approved in a COI MOU by Pam Rosse. Pam actually was very encouraging and excited about this project as she felt that it demonstrates how the university stimulates new local business and connects with local communities.

I then had a series of communications about the possibility to borrow/purchase/rent a number of equipment items from my University group, both by my company, as well as by the City of Longmont directly (for the instrument trailer). These communications were with

- Pam Rosse
- Melissa Keller
- Nicole Carleton
- Greg Roers
- Abby Benson
- Richard May
- Venessa Ortega

The outcome was a service contract agreement that was approved by Venessa, Nicole, and also signed by you. A speedtype for this contract has also been set up (page 14), so I was in the belief that this was all settled and ready to go.

I am also have records of communications with the City of Longmont.

These show that initially a contract with CU was pursued for this monitoring project. Longmont asked for a proposal by the end of the day of February 20. I had been working on the proposal

through CU, but was told by Dave Christopher to not provide a bid to Longmont until Nicole had reviewed this (page 3). Nicole didn't respond to e-mails and phone calls until after the deadline had passed (page 6 and 7).

Longmont also asked me for an alternative proposal through my company (page 16), but I kept trying to route this through the University as that was my preferred option. See for instance my last minute effort from 2/20 (page 18). Longmont, however, opted to go through my company. They were concerned about setting up an IGA agreement, but I think they had also become concerned by the fact that the University had not been able to produce an official final bid by their deadline.

During this whole process it was not clear to me if and which other companies or academic labs were submitting competing bids. We had just lost a bid to a private startup company for a similar activity with the City/County of Broomfield a few months earlier. Therefore, at that point, given the communications from Longmont, my company bid appeared to be my only and most promising option to stay within the game.

For further clarification, please also note that:

- The monitoring work on the Longmont project hasn't started yet as the sites haven't been established. Activities thus far have been identification of site requirements and locations, and ordering of equipment items through my company. I have also set up a consultant contract with a non-CU web developer through my company.
- My work on these items has not compromised work on my CU research projects whatsoever, except the time that I have put into the communications and meetings with the CU administration that are summarized here.
- No university resources have been used.
- The project entails establishment of two monitoring stations in Longmont. No CU resources are needed for that. The only exemption is that I would like to borrow/rent a few equipment items that I have in my group. Those would then be moved off campus and be operated inside instrument shelters that will be located in Longmont. That's more efficient and cost effective than buying those new. It will save time and tax payer money. And we have ample supply of these items in my group, and they are not needed for any other projects. The rental of those items will generate revenue for my CU group.
- Once the site installation and monitoring activity gets off the ground, Jacques and I will reduce our CU efforts to a to-be-determined part time rate, with our efforts for the Longmont project then to be covered by my company.
- I fear that these difficulties with execution of the equipment rental at this point are quite counterproductive for future CU projects with Longmont. The current project is exclusively for the setup and operation of two monitoring sites for atmospheric trace gases, including CO₂ and methane. It is in part motivated and funded by Longmont's sustainability program. These data

are to be used in the future for assessing Longmont's path towards reducing greenhouse gas emissions. I had hoped to submit and already discussed the possibility for a research proposal to Longmont down the road building on the data for interpretations and publications. Longmont has inquired several times now why the CU trailer rental is on hold after this arrangement had been previously been approved. I sense that they are becoming increasingly frustrated which I fear may worsen chances for this possible future CU research application.

Detlev

On 7/19/2019 5:53 PM, Gifford H. Miller wrote:

Detlev

There have been serious issues raised by the University about the City of Longmont contract. It is particularly important that nothing related to the Longmont project proceed with any items belonging to the University, including computers, software, anything in your lab, and of your people, and no non-University individuals can be in your lab until a formal contract with the University has been finalized. This is very important.

Its not obvious that the contract between your company and Longmont can work.

If you have been working with Venessa Ortega on the service contract then I suggest you start with her.

Giff

Gifford H Miller

Interim Director INSTAAR, and

Professor, Geological Sciences

University of Colorado

Boulder, CO 80309-0450 USA

From: Detlev Helmig <detlev.helmig@Colorado.EDU>

Date: Friday, July 19, 2019 at 2:47 PM

To: Gifford Miller <[gmiller@colorado.edu](mailto:gmillier@colorado.edu)>, Detlev Helmig <Detlev.Helmig@colorado.edu>

Cc: Chrystal Pochay <Chrystal.Pochay@Colorado.EDU>, "Susan Ponsor
(sue.ponsor@colorado.edu)" <sue.ponsor@colorado.edu>

Subject: Re: Longmont Contract

Hi Giff,

I told Longmont that I preferred this contract to go through the University, but the University did not finalize the bid in time for a City Council meeting where the proposals were considered. It was Longmont's decision to consider a contract with my company. They were concerned about the time it would take to work out the terms and a contract with the University.

The contract with Boulder A.I.R. was approved by the City Council, signed by the major, notarized, payments have been made, and equipment has been ordered. It is too far along to go back at this point. The contract is for one year, and we are already three months into it at this point.

After they ran into problems with identifying a suitable space for a monitoring shelter near the Longmont airport, they asked me about the possibility of using/renting our mobile lab trailer and place that on the airport premises as a mobile lab. I inquired with the University about that possibility and have followed every step that the University told me that I would need to take for the arrangement. I had several phone calls and one in person meeting with Venessa Ortega to work out a service&rental agreement, which I believe you signed off as well. Lindsay participated in that meeting. In the meantime Longmont has received the approval from the airport management and installed power at the site for the trailer. Longmont is wondering where things stand with the rental contract and trailer installation. They are already behind schedule and would like the ozone monitoring to start asap as we are in the middle of the ozone season right now, and there is a lot of citizen concern about the elevated ozone situation. Can you please tell me who I can talk to if there are any more questions about this?

Thank you, Detlev

On 7/15/2019 11:13 AM, Gifford H. Miller wrote:

Hi Detlev

I presume the best option is to cancel your private contract with Longmont and go back to Nicole Carleton and Dave Christopher to work on the Service Contract with OCG for the Longmont effort. Mike Thurman (CEAE) has just completed one with the City of Longmont so there is a template that can be used. It should be more efficient now

Giff

Gifford H Miller

Interim Director INSTAAR, and

Professor, Geological Sciences

University of Colorado

Boulder, CO 80309-0450 USA

From: Detlev Helmig <Detlev.Helmig@colorado.edu>

Date: Monday, July 15, 2019 at 3:56 AM

To: Gifford Miller <[gmiller@colorado.edu](mailto:gmill@colorado.edu)>

Subject: Re: Longmont Contract

I will be back in the office on Friday. How do you suggest to approach resolving these issues? Who would be best to meet with?

Longmont has been waiting to hear back from CU, so I would like to get on this as soon as possible after my return.

Thank you,

--

Detlev Helmig
Associate Research Professor
Institute of Arctic and Alpine Research (INSTAAR)
University of Colorado
4001 Discovery Drive
Boulder, CO 80309-0450
U.S.A.

Tel: (303) 492-2509
Fax: (303) 492-6388
E-Mail: detlev.helmig@colorado.edu
Atmospheric Research Lab Website: <http://instaar.colorado.edu/ar1/>
INSTAAR Homepage: <http://instaar.colorado.edu/>

--

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E-Mail: detlev.helmig@colorado.edu
Atmospheric Research Lab Website: <http://instaar.colorado.edu/ar1/>
INSTAAR Homepage: <http://instaar.colorado.edu/>

Good Afternoon,

This activity has been assessed as research due to the following: the RFP identifies that the methodologies regarding data analysis and collection are up to the contracting party and the team would be attempting to find other potential data correlations.

Dr. Helmig, please know that the proposed contract with Broomfield requires that all resulting data not be shared publicly and such results will be the sole property of Broomfield. We can try to alter that term since it looks like Broomfield wants the data reported to its citizens, but currently the proposed contract is restrictive. I will leave this for our OCG personnel to manage through the standard research process.

Sincerely,

Nicole Carleton, CRA

Project Manager, Service & Research Agreements
Office of Contracts & Grants
University of Colorado Boulder
UCB 572
Boulder, CO 80309
☎ 303 735 0254

From Kristi Winseck <Kristi.Winseck@Colorado.EDU> ★	↩ Reply	↩ Reply All ▼	➡ Forward	📁 Archive	🔥 Junk	🗑 Delete	More ▼
Subject RE: City/County of Broomfield RFP			3/9/2018, 3:39 PM				
To Detlev Helmig ★, Chrystal Lee Pochay <Chrystal.Pochay@Colorado.EDU> ★							
<p>Hi Detlev,</p> <p>Our contract officer got back to me, here is his comment:</p> <p><i>I took a quick look at the RFP and we will need to make exceptions to indemnification and to some of the insurance provisions. Are you and Detlev looking for what specifically those changes would be, as in an exception letter now, or rather are we simply needing to ask the question, "if exceptions to the contractual terms are needed, is it acceptable to include an Exceptions Letter as part of our solicitation". Also, I did not see a reference to the expected award being Fixed Price or Cost Reimbursable. Does this need to be asked?</i></p> <p>So, in addition to finding out how to budget, we need to know how they would want us to handle exceptions. I suspect this will probably be a service agreement.</p> <p>Kristi Winseck 303 735 7821</p> <p><i>I will be out of the office starting March 30, returning April 9. If you know you'll have a proposal due during that time and want to work with me on submission, let's get started as soon as possible. Otherwise, one of my colleagues will help you with the submission during my absence.</i></p>							

Research & Innovation Office

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Pamela Ann Rosse

Compliance Director
CONFLICTS OF INTEREST & COMMITMENT
✉ pamela.rosse@colorado.edu
☎ 303-492-3024

563 UCB

✉

FW: Follow-up Regarding Your DEPA
Property/instruments question

• Pamela Ann Rosse

🕒 2/14/2019, 9:26 AM

✉

Re: Property/instruments question

• Pamela Ann Rosse

🕒 2/25/2019, 1:25 PM

Hi Melissa,

I'd like to connect you with Prof. Detliv Helmig who has a question about the use of some instruments that he and his team developed several years ago. The City of Longmont has approached him with a contract to his company. He has an approved COI MOU with CU for that company, so that aspect has been worked out. But he would like to use the instruments to conduct the work. He is interested in getting permission to use, or even buy, the instruments. Since you are with Property Accounting, I thought you might be the correct contact. Would you please assist with this inquiry?

Thanks,

Pam

Pamela A. Rosse, MS
Compliance Director, Conflicts of Interest and Commitment
Office of Research & Innovation
(formerly, Office of the Vice Chancellor for Research)
University of Colorado at Boulder
Mailstop 563 UCB; Room 37 ARC
Boulder, CO 80309-0563
Phone: 303-492-3024

Campus Controller's Office

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Melissa A. Keller

Accounting Technician III

✉ melissa.keller@colorado.edu

☎ 303-492-8030

ARC - 421

Re: Property/instruments question

• Melissa A Keller

🕒 2/25/2019, 12:25 PM

✉ Re: Property/instruments question

• Melissa A Keller

🕒 2/25/2019, 1:42 PM

From: Melissa A Keller <melissa.keller@Colorado.EDU> ★

Subject: **RE: Property/instruments question**

2/25/2019, 12:25 PM

To: Pamela Ann Rosse <pamela.rosse@colorado.edu> ★, Detlev Helmig ★

Hi Pam,

Can you please provide me with a little bit more information so we can see if this is possible and if so how we going about doing this. Can you please give me a list of items that are part this and the tag numbers if they have tag numbers? Also can you please let me know the funding source for those purchases?

Thank you,
Melissa

From Nicole Carleton <Nicole.Carleton@Colorado.EDU> ★
Subject **Fw: CU Air Quality with the City of Longmont** 3/6/2019, 10:15 A
To Detlev Helmig ★
Cc Chrystal Lee Pochay <Chrystal.Pochay@Colorado.EDU> ★, Venessa Ortega <Venessa.Ortega@Colorado.EDU> 1 more

Detlev,

Your question was communicated to my team. In order to access university resources/equipment from an external organization, you will need to work through the setup process for rate development and compliance reviews as noted in the attached email thread. Please work with Venessa Ortega and Katie Walker with Budget & Fiscal Planning on the rate development and answer the questions I noted in the attached thread for the OCG components of the setup process.

Sincerely,

Nicole Carleton, CRA

Project Manager, Service & Research Agreements

Office of Contracts & Grants

University of Colorado Boulder

UCB 572

Boulder, CO 80309

Campus Controller's Office

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Greg Roers

Debt & Asset Manager

✉ greg.roers@colorado.edu

☎ 303-492-6376

ARC - 427

🔍	Subject	👤	From	🕒	Date	★	📧
	Re: Property/instruments question	•	Greg Roers	🕒	3/1/2019, 9:39 AM	☆	
	Contact to Set up Deal	•	Greg Roers	🕒	3/1/2019, 2:43 PM	☆	

From: Greg Roers <Greg.Roers@Colorado.EDU> ☆

Subject: **RE: Property/instruments question**

3/1/2019, 9:39 AM

To: Detlev Helmig ☆

Cc: Melissa A Keller <melissa.keller@Colorado.EDU> ☆, Patricia Kolenic Dodson <pat.dodson@colorado.edu> ☆,

Stefanie Furman <Stefanie.Furman@colorado.edu> ☆, Pamela Ann Rosse <pamela.rosse@colorado.edu> ☆,

Denise Flack <Denise.Flack@Colorado.EDU> ☆

Detlev, sorry about the delay but we had quite a bit of research to do on the equipment to see if we could say yes to your request. It is an unusual request for us, as we understand it, you are asking us to use University of Colorado at Boulder equipment, purchased with sponsor funding (the fabrication of items from spare or cannibalized parts), to fulfill a contract with the City of Longmont by your private company. This request cannot be approved with the info we currently have at our disposal. Even a rental agreement would require us ensuring that the sponsors who funded the items have released title to CU, if they had not the rental money would simply go to the sponsors which is not in the best interests of CU if the equipment could be used here for other projects.

As for purchasing the items from CU, the normal process is to use the public auction hosted by Property Services but staff who send the items to the auction cannot purchase the items. I recommend contacting Denise Flack at Property Services to see if they have a work around for you but someone like the chair or dean will have to release the items saying they are no longer wanted or needed by the department.

Once again, sorry about the delay but it was because we were trying to find a way to say yes. The quick answer would have been no at the start. Please feel free to let me know if there is other information that could help us. Thanks, G.

GREG ROERS

Debt & Asset Manager

Campus Controller's Office

University of Colorado Boulder

T 303 492 6376 C 303 870 4514

Online [Campus Controller's Office](#)



Abby Benson

Associate Vice Chancellor and Chief of Staff, Strategic
Resources and Support at University of Colorado
Boulder

Boulder, Colorado

Subject	From	Date	Star	More
Re: CU Air Quality with the City of Longmont	Abby Benson	3/5/2019, 9:31 AM	☆	
Re: CU Air Quality with the City of Longmont	Abby Benson	3/7/2019, 10:58 AM	☆	

Reply Reply All Forward Archive Junk Delete More

From Abby Benson <Abby.Benson@Colorado.EDU> ★

Subject **Re: CU Air Quality with the City of Longmont** 3/7/2019, 10:58 AM

To Detlev Helmig ★

Cc Richard May <Richard.May@Colorado.EDU> ★

Hi Detlev –

Thanks again for reaching out on this. I spoke with Rich May about this and he is aware of your previous proposal, I asked him also to look into your question about using Cu owned equipment for your company's contract with the City of Longmont. He will follow up with you on this.

Thanks!
Abby

Office of Contracts and Grants

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Richard May

Strategic Contracts Manager

✉ richard.may@colorado.edu

☎ 303-492-6223

ARC A323

From: Richard May <Richard.May@Colorado.EDU> ★

Subject: **RE: CU Air Quality with the City of Longmont**

3/7/2019, 11:17 AM

To: Abby Benson <Abby.Benson@Colorado.EDU> ★, Detlev Helmig ★

Hi Detlev

I spoke with Nicole Carleton and she reached out to you regarding this issue yesterday. We hope to have you set up quickly and continue your exciting work.

-Rich

Richard May

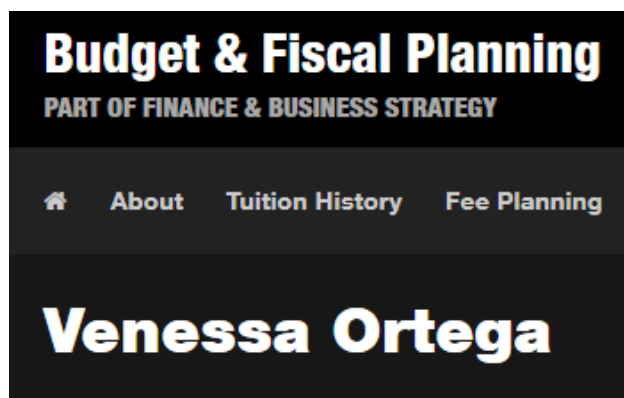
Program Manager - Strategic Contracts

Office of Contracts and Grants

University of Colorado Boulder

T 303-492-6223

F 303-492-6421



Financial Analyst

FISCAL PLANNING & ANALYSIS

✉ venessa.ortega@colorado.edu

☎ 303-492-9160

🔔	FY20 rate-setting cycle for Rate-Based Service Activities (RBSAs)	• Venessa Ortega	🕒 2/5/2019, 12:19 PM
🔔	📩 Re: VOC - Dr. Detlev Helmig Rate Based Service Activity Setup Process	• Venessa Ortega	🕒 3/6/2019, 2:37 PM
🔔	📩 Re: VOC - Dr. Detlev Helmig Rate Based Service Activity Setup Process	• Venessa Ortega	🕒 3/7/2019, 3:22 PM
🔔	Re: VOC - Dr. Detlev Helmig Rate Based Service Activity Setup Process	• Venessa Ortega	🕒 3/8/2019, 11:38 AM
🔔	📩 FW: VOC - Dr. Detlev Helmig Rate Based Service Activity Setup Process	• Venessa Ortega	🕒 3/26/2019, 10:43 AM
	📩 Re: FW: VOC - Dr. Detlev Helmig Rate Based Service Activity Setup Proc...	• Venessa Ortega	🕒 4/15/2019, 2:00 PM
🔔	📩 Re: FW: VOC - Dr. Detlev Helmig Rate Based Service Activity Setup Proc...	• Venessa Ortega	🕒 5/16/2019, 11:06 AM
	📩 Re: FW: VOC - Dr. Detlev Helmig Rate Based Service Activity Setup Proc...	• Venessa Ortega	🕒 5/16/2019, 12:22 PM
	Re: FW: VOC - Dr. Detlev Helmig Rate Based Service Activity Setup Proc...	• Venessa Ortega	🕒 5/16/2019, 12:25 PM
🔔	Call regarding rate sheet	• Venessa Ortega	🕒 5/20/2019, 10:58 AM
🔔	📩 Re: FW: VOC - Dr. Detlev Helmig Rate Based Service Activity Setup Proc...	• Venessa Ortega	🕒 5/20/2019, 4:56 PM
🔔	Re: VOC - Dr. Detlev Helmig Rate Based Service Activity Setup Process	• Venessa Ortega	🕒 5/21/2019, 3:39 PM
🔔	Completed RBSA rate Sheet _ Detlev Helmig	• Venessa Ortega	🕒 5/22/2019, 10:29 AM
	Please DocuSign: RBSA Multi-Item Rate Sheet - FY20 Cycle v1.06 Detlev ...	• Venessa Ortega via ...	🕒 5/21/2019, 3:46 PM
	Completed: Please DocuSign: RBSA Multi-Item Rate Sheet - FY20 Cycle v...	• Venessa Ortega via ...	🕒 5/21/2019, 8:31 PM

Hi Detlev,

I updated the phrasing to “rental” instead of loan or sale. Please take a look and let us know if it needs changes. Once you are happy with the document, please have Chrystal set up a ST to deposit revenue into once your begin to rent out the analytical system and the four monitors.

Once that is done, go ahead and complete the unit information and activity manager/preparer info, and add signature's at the bottom. Once that is complete, please send back to me and you will be all set. Please let me know if you have any questions or concerns.

Thank you,

Venessa

Hi Detlev,

Thank you for your time on the phone today. I have made all the updates we discussed. The next step will be for you to complete the certification tab and send back to me once that is complete. Chrystal, there are some mandatory catch up transfers to a fund 78. I am happy to walk you through the transfer process if you have questions. I believe a new fund 78 will need to be set up, so include a copy of the rate sheet when you send the ST request to CCO. Chrystal will also need to sign off on the rate sheet, so please let me know if you have questions or if you would like for me to walk you through anything.

Thank you,

Venessa

LEASE AGREEMENT

This **Lease Agreement** entered into by and between The Regents of the University of Colorado, a public institution of higher education created under the constitution and law of the State of Colorado ("University"), 3100 Marine Street, Boulder, CO 80309 and Boulder A.I.R. LLC ("Lessee"), 2820 Lafayette Dr., Boulder, CO 80305 (address).

In consideration of the mutual promises made below, University deliver and Lessee agrees to accept the lease of certain Property:

1. Description of Leased Property ("Property"): University shall lease to Lessee the following tangible item(s): Mobile Instrument Trailer.
2. Place of Delivery: The Property shall be delivered FOB Origin to: City of Longmont Municipal Airport. Shipping costs shall be the responsibility of Lessee for both delivery and return to University.
3. Purpose: The Property is to be used at the Lessee's location for housing of atmospheric monitoring equipment. During the term of this Lease Agreement, the Property shall only be used in accordance with the stated Purpose above. Lessee shall not sell, transfer, loan, or assign the Property to any parties outside of Lease without the express written consent of the University.
4. Points of Contact: Contractual notices furnished hereunder shall be forwarded to the signatories named below. The technical points of contact responsible for shipment, control and use of the Property are FOR LESSEE: Detlev Helmig (Name) _dh.bouldair@gmail.com (Email); FOR UNIVERSITY: Patricia Newton (Name) patricia.newton@colorado.edu (Email).
5. Term of Lease: The term of this lease shall commence on August 28, 2019 and shall terminate on October 27, 2019, unless extended by a written modification to this Lease Agreement signed by both parties. Upon termination of this Agreement, Bailee shall promptly return the Property to University. The Property shall be returned to University of Colorado, 4001 Discovery Dr., Boulder, CO 80309. Lessee agrees to pay University \$250/month for this Lease. The rent, inclusive of any tax, will be paid in full on August 21, 2019 and shall be the sum of \$544.23. Payment shall be made in the form of a check to the University of Colorado Boulder.
6. Insurance; Risk of Loss: Lessee shall maintain property and liability insurance to respond to loss or damage to the Property. Risk of loss to the Property shall be with Lessee for the term of this agreement, including any extensions. Lessee is responsible for the cost of repair or replacement of any or all of the Property that is damaged, lost, confiscated, or stolen from the date Lessee assumes custody until the Property is returned to University, reasonable wear and tear excepted.
7. Title: Title to the Property shall remain with University. Lessee shall not sell, transfer, lease, mortgage, borrow against, pledge or otherwise create a legal or equitable interest by any third party to the Property.
8. Applicable Law: The laws of the State of Colorado shall govern this Agreement. University affirms the Property is not subject to United States Export Administration Regulations (15 CFR Parts 730-774) or International Traffic in Arms Regulations (22 CFR Parts 120-130).
9. Intellectual Property: The Property and its design are the proprietary Property of University and may embody proprietary information of University. Lessee shall not disassemble the Property or reverse engineer the Property or otherwise attempt to duplicate the Property or its design or attempt to do so or permit third parties to do so.
10. Limitation of Liability: The Lessee shall be responsible for the acts and omissions of its officers, agents, employees and legal representatives with respect to its obligations under this Agreement and the Property. Lessee understands and agrees that the liability of the University, the State of Colorado and their officers and employees, relating to actions that lie in tort or could lie in tort, is controlled and limited by the Colorado Governmental Immunity Act, Colorado Revised Statute ("CRS") § 24-10-101 et seq. Lessee also agrees that nothing in this Agreement shall be construed as a pledge of the full faith and credit of the State of Colorado, as the assumption by the University of a debt, contract or liability of the Sponsor in violation of Section 1 of the Constitution of the State of Colorado.
11. No Warranties. ALL PROPERTY LEASED IS FURNISHED "AS IS" IN GOOD WORKING ORDER, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
12. Relationship of the Parties; Complete Agreement: This Lease Agreement is not intended to create a joint venture, teaming agreement, partnership, or formal business organization of any kind, and constitutes the complete and final Agreement between the parties.

In witness whereof, the parties have executed this Agreement on the day and date set forth above.

LESSEE: Detlev Helmig

UNIVERSITY: Regents of the University of Colorado



Authorized Signatory
Owner, Boulder A.I.R. LLC ; dh.bouldair@gmail.com

Authorized Signatory
Sr. Compliance Officer
ocgcompliance@colorado.edu

Payments made by Boulder A.I.R. to the University of Colorado

BOULDER ATMOSPHERE INNOVATION RESEARCH LLC 2820 LAFAYETTE DR BOULDER, CO 80305		2021 82-7458/3070
Date <u>Aug 27, 2019</u>		CHECK # <u>2076</u>
Pay to the Order of <u>University of Colorado</u>	\$ <u>544.23</u> -	
<u>Five Hundred Forty Four 23/100</u>	Dollars	
For <u>Trailer Lease</u>		<u>Dale Hely</u>
⑆307074580⑆1001000358171102021⑆		

BOULDER ATMOSPHERE INNOVATION RESEARCH LLC 2820 LAFAYETTE DR BOULDER, CO 80305		2076 82-7458/3070
Date <u>Sept 07, 2019</u>		CHECK # <u>2076</u>
Pay to the Order of <u>University of Colorado Boulder</u>	\$ <u>5,650.00</u> -	
<u>Five Thousand Six Hundred Fifty 00/100</u>	Dollars	
For <u>Box VOC monitors</u>		<u>Dale Hely</u>
⑆307074580⑆1001000358171102076⑆		

BOULDER ATMOSPHERE INNOVATION RESEARCH LLC 2820 LAFAYETTE DR BOULDER, CO 80305		2022 82-7458/3070
Date <u>10/1/2019</u>		CHECK # <u>2022</u>
Pay to the Order of <u>University of Colorado</u>	\$ <u>1109.27</u> -	
<u>One Thousand One Hundred Nine 27/100</u>	Dollars	
For <u>Instrument Property Transfer</u>		<u>Dale Hely</u>
⑆307074580⑆1001000358171102022⑆		

BOULDER ATMOSPHERE INNOVATION RESEARCH LLC
2820 LAFAYETTE DR
BOULDER, CO 80306

2081
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Oct 31, 2019

Date 

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- Five Hundred Forty Four 23/100

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Boulder, CO 80507-8004
303-443-8872 800-428-7628
ElevationsCU.com

For Trailer Base Nov + Dec

D. Kelly

⑆307074580⑆ ⑆00⑆000358⑆ ⑆7⑆⑆0208⑆

BOULDER ATMOSPHERE INNOVATION RESEARCH LLC
2820 LAFAYETTE DR
BOULDER, CO 80306

2087
82-7458/3070

Jan 1, 2020

Date 

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- Five Hundred Forty Four 23/100

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Boulder, CO 80507-8004
303-443-8872 800-428-7628
ElevationsCU.com

For Trailer Base Jan + Feb

D. Kelly

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BOULDER ATMOSPHERE INNOVATION RESEARCH LLC
2820 LAFAYETTE DR
BOULDER, CO 80306

2097
82-7458/3070

2/26/2020

Date 

Pay to the
Order of University of Colorado
- Five Hundred Forty Four 23/100

\$ 544.23 -

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Boulder, CO 80507-8004
303-443-8872 800-428-7628
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For Trailer base

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⑆307074580⑆ ⑆00⑆000358⑆ ⑆7⑆⑆0209⑆