

FOR OFFICIAL USE ONLY

MARS ATMOSPHERE AND
VOLATILE EVOLUTION MISSION
(MAVEN)

CONTRACT NNG09EK34C
SECTION J-1 ATTACHMENT F

ORGANIZATIONAL CONFLICT OF INTEREST
(OCI)
RISK MITIGATION PLAN

Lockheed Martin SPACE SYSTEMS COMPANY
SENSING & EXPLORATION SYSTEMS

30 March 2009

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ORGANIZATIONAL CONFLICT OF INTEREST AVOIDANCE PLAN

TABLE OF CONTENTS

I.Purpose.....	2
II. Program Compliance.....	2
III.Definitions.....	3
IV. Interpretation and review.....	3
V.Responsibilities.....	4
VI.Procedures.....	5
A. Sensitive Information Safeguards.....	5
A.1. Implementation.....	5
A2. OCI Acknowledgement Statement.....	5
A3. Controlled Access to Segregated Work Areas.....	5
A4. Limitation of Personnel Transfer.....	6
A6. Meetings.....	6
A7. Adjudication of OCI Issues or Concerns.....	6
A8. Reporting/Corrective Actions for OCI Violations/Breaches	6
B. Training and Audit Provisions	7
C. Government Audit	7
D. Subcontractor Flowdown	7
Attachment 1 - OCI Acknowledgement Statement	A-1

I. PURPOSE

This plan establishes the mechanism whereby Maven Program within Lockheed Martin Space Systems Company (LMSSC), establishes procedures for safeguarding and controlling access to information identified as "Sensitive Information" by National Aeronautics and Space Administration (NASA) and/or future Maven Associate or Support contractors. This Organizational Conflict of Interest (OCI) plan is a formalization of the Maven Program requirement for the controlling and safeguarding Sensitive Information.

Information shall be safeguarded such that no Lockheed Martin personnel shall improperly use, or release for use to other individuals, Lockheed Martin Companies or Third Parties, any Sensitive Information which is related to the Maven Program and/or any current or future U.S. Federal Government Project which would provide an unfair advantage in future government procurements. This plan is intended to ensure that any Sensitive Information communicated to Lockheed Martin, under the Maven Contract No. NNG09EK34C shall be used only for the purposes of performing the services specified in the Contract, and not to improve Lockheed Martin's competitive position in any other U.S. Federal Government procurement.

This Plan establishes obligations for all LMSSC personnel assigned to the Maven Contract for the protection of Sensitive Information and that these obligations do not expire as a result of transferring to another organization within Lockheed Martin Corporation (LMC) or leaving employment with LMC. This Plan also establishes the segregation of the Maven Program from any U.S. Federal Government procurement activity which may benefit from the use and/or knowledge of any Sensitive Information received during the performance of the Maven Contract. This Plan establishes an environment that aides in preventing inappropriate information flows from Maven Program that could provide an unfair competitive advantage on current and future U.S. Federal Government procurements/proposal efforts.

This Plan reflects the implementation of the Maven Contract NASA FAR Supplement Clause 1852.237-72 entitled "Access to Sensitive Information (June 2005)" and is consistent with the Lockheed Martin Corporate Policy No. CPS-034 entitled "Organizational Conflict of Interest" and with LMSSC's Procedure No. BM 04.48 entitled Organizational Conflict of Interest (OCI)".

II. PROGRAM COMPLIANCE

All Maven Program personnel, as well as subcontractors and consultants, supporting the Project Maven, Contract NNG09EK34C, shall comply with the procedures set forth herein and NASA FAR Supplement clause 1852.237-72 entitled "Access to Sensitive Information (June 2005)". The substance of plan shall be incorporated in the clauses of each Maven subcontract. Any changes to this OCI Avoidance Plan shall be detailed in a revision to this document.

III. DEFINITIONS

1. **Organizational Conflict of Interest (OCI):** In the context of Maven Program organizational conflict of interest shall mean inappropriate use of Sensitive Information communicated to Lockheed Martin to obtain an unfair competitive advantage on a current or future U.S. Federal Government procurement. This plan is intended to preclude the occurrence of an organizational conflict of interest.

2. **Sensitive Information:** includes information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

Sensitive Information can be communicated in a variety of forms, such as recorded documentation, verbal communication, or visual communication. The communication of Sensitive Information is not limited to recorded forms. It is the responsibility of the party disclosing Sensitive Information to ensure that the receiving parties are aware that the information being disclosed is considered Sensitive Information and protected as such.

If recorded, the generating organization of recorded Sensitive Information shall clearly mark the information with reasonable restrictive markings. Recorded Sensitive Information identified with reasonable restrictive markings shall be protected from unauthorized use and disclosure and shall not be used to gain a competitive advantage on any other procurement.

IV. INTERPRETATION AND REVIEW

Interpretations of this plan will be made by the Maven Program. Maven Contracts shall undertake reviews of this Plan on a regular basis as necessary, to assure that mitigation practices are consistent and current with government regulations and policies. Should such review indicate the need, a new revision of this Plan will be prepared, approved by the Maven Program Manger, and submitted to the customer for final approval. Specific guidance may be issued, by the Maven Program, at various times as necessary to support implementation of this Plan. These may include program Plans, instruction sheets, or other written guidance to assist the programs compliance with this Plan.

V. RESPONSIBILITIES

Maven Program will comply with this Plan and all other Lockheed Martin policies and procedures regarding Organizational Conflict of Interest. The responsibilities associated with this Plan are stated below with specific procedural responsibilities cited in Section VI - Procedures.

Maven Program is responsible for administration and interpretation of this Plan. All original OCI Acknowledgement Statements are controlled and maintained by Maven Contracts, resident in Denver, Colorado. Copies of these documents will be made available to the customer Contracting Officer and Maven Program personnel on an as required basis. The Human Resources Organization and Security Organization assigned to Sensing & Exploration Systems shall provide assistance as required to implement this plan. Maven Subcontract Management is responsible to ensure that procedures to comply with Maven Contract NASA FAR Supplement clause 1852.237-72 entitled "Access to Sensitive Information (June 2005)" and this Plan are established are observed by all subcontractors. This includes the requirement for establishing separate OCI Avoidance Plans, as necessary. For subcontractors performing at LMSSC facilities, Subcontract Management shall ensure that the subcontractor has provided its concurrence with and agrees to abide by the requirements of this Plan. Subcontract Management is also responsible for determining that subcontracts are free from potential conflict of interest prior to the issuance of tasking to any subcontractor. In all situations where a potential conflict of interest involving a subcontractor is identified, the potential conflict and pertinent details shall be referred to Maven Program for disposition.

The immediate manager of employees is responsible to ensure that any planned internal transfers within Lockheed Martin are screened for potential OCI issues prior to transfer. The immediate manager must work with Maven Program to adjudicate any OCI issues before any personnel transfer is accomplished. Employees that believe they have observed an action, or have received or disclosed information that they believe to be inappropriate shall immediately protect the document from further distribution and report the incident to Maven Program.

To assure continuing attention to matters of ethics and standards of conduct on the part of all Lockheed Martin employees, the Corporation has established a Corporate Ethics Office. This Office is headquartered in Bethesda Maryland, and is charged with the responsibility of monitoring adherence to the Corporate Code of Ethics and for resolving concerns presented by employees of the Corporation. This would include resolution of reported violations of this plan if not resolved at a lower level. The Corporation strongly encourages employees to report ethics issues or violations to their supervisors for resolution and, in addition, provides employees with the right to report violations directly to the Chairman of the Corporate Ethics Committee, who is the President of the Corporation via facsimile (301) 897-6442, or e-mail at corporate.ethics@lmco.com or at P.O. Box 34143, Bethesda, Maryland 20827-0143.

VI. PROCEDURES

In order to provide effective control of Sensitive Information, Maven Program has established the following procedures. The areas covered are:

A. SENSITIVE INFORMATION SAFEGUARDS

A1. IMPLEMENTATION

The requirements set forth in this OCI Mitigation Plan have been implemented on the Maven Contract. In accordance with this Plan, in the event additional OCI issues arise during the performance of the Maven Contract, the requirements for the protection and dissemination of Sensitive Information associated with the new OCI issue shall be immediately brought to the attention of the NASA/GSFC Contracting Officer and conveyed to Maven Program Management and Program personnel.

A2. OCI ACKNOWLEDGEMENT STATEMENT

All Lockheed Martin personnel supporting Maven Program shall sign an OCI Acknowledgement Statement. The OCI Acknowledgement Statement (Attachment 1) binds the individual to keep in confidence any Sensitive Information to which communication was effectuated and stipulates that employees must certify that they are not aware of any information bearing on the existence of any potential OCI. It is Lockheed Martin and the Government's policy to avoid, neutralize, or mitigate potential disclosures of "Sensitive Information" that might create organizational conflicts of interest. Subcontract Management shall ensure that all Subcontractors, consultants and vendors comply with the intent of this plan, including the execution of individual Statement and Acknowledgement Regarding Organizational Conflict of Interest for each Maven Program employee. Maven Program controls and maintains all original LMSSC OCI records, including OCI Acknowledgement statements and exit documentation.

By signing the OCI Acknowledgement Statement (Attachment 1), personnel leaving Maven Program understand that the responsibilities for the protection of Sensitive Information continue beyond their assignment to Maven Program regardless of their personal employment status.

A3. ACCESS TO SENSITIVE INFORMATION AND CONTROLLED ACCESS TO SEGREGATED WORK AREAS

General access to the Maven work areas shall be limited to authorized personnel. Only those personnel who have executed the required OCI Acknowledgement Statement (Attachment 1) and determined to have a need for Sensitive Information to perform services under the Maven contract shall be given access to said Sensitive Information. Maven personnel have the responsibility to ensure that any non-Maven personnel are monitored to avoid any incidental exposure to Sensitive Information.

A4. LIMITATION OF PERSONNEL TRANSFER

Transfer of Lockheed Martin Maven personnel is limited in the respect that employees which have access to or knowledge of Sensitive Information shall not be allowed to transfer to an area within Lockheed Martin Corporation which could result in a potential competitive advantage on any future procurement as a result of that individual's knowledge of Sensitive Information. Any exceptions to this limitation shall require review and approval by the Maven Program and, if necessary, the appropriate Government Customer, prior to the transfer.

A5. PHYSICAL CONTROL OF SENSITIVE INFORMATION

Lockheed Martin Maven Program shall control all Sensitive Information, either received or generated under this Program, from disclosure outside the Project Maven. All personnel permitted access to Sensitive Information, as defined in this plan, shall ensure that the information is properly controlled to prevent the unauthorized disclosure. All documents generated by Lockheed Martin Maven Program personnel that have incorporated information which has been identified as "Sensitive Information" will be clearly marked as such and controlled as required in this Plan. This marking shall be reflected on the cover (or first page) and, at a minimum, on each page within the document which contains Sensitive Information.

A6. MEETINGS

In meetings conducted or sponsored by the Maven Program, the meeting chairperson shall be responsible for notifying all meeting attendees, prior to the introduction by participants, of any intended discussion of Sensitive Information. Splinter sessions shall be scheduled as necessary to restrict discussions of Sensitive Information to authorized attendees only. Copies of presentation materials and handouts containing Sensitive Information shall be marked accordingly and distributed to authorized attendees only.

A7. ADJUDICATION OF OCI ISSUES OR CONCERNS

In the course of administering the requirements of this Plan, issues or concerns may arise where the presence of an actual or perceived OCI may be difficult to determine. Maven Program shall be responsible to address all such issues and concerns. Lockheed Martin shall be responsible for defining and implementing any necessary corrective actions. To the extent that a Customer recommendation or determination is required Maven Program shall make request of the Contracting Officer for a formal determination or approval.

A8. REPORTING/CORRECTIVE ACTIONS FOR OCI VIOLATIONS/BREACHES

In the event of a violation or breach of the conditions set forth herein, LMSSC Contracts shall immediately take any necessary action to contain any further damage and/or disclosure. The incident shall immediately be reported to the NASA/GSFC Contracting Officer, LMSSC Legal and Maven Program Management. The Contracting Officer and LMSSC Contracts shall determine the appropriate course of action for the mitigation/resolution of any violation/breach and corrective actions to prevent future violations/breaches of the requirements set forth here.

B. TRAINING AND AUDIT PROVISIONS

Maven Program shall conduct annual training sessions to ensure that Maven Program personnel understand the OCI requirements for the Maven Contract. Maven Program shall conduct periodic audits, no less than annually, to assess the 1) adequacy of the Sensitive Information control procedures outlined in this plan 2) and to evaluate the compliance of Maven Program with respect to the control, reporting and record keeping requirements of this plan.

The LMSSC Director – OCI Compliance, in conjunction with Corporate Contracts staff, may conduct periodic, independent reviews of compliance with this Plan, and shall report those findings to the Maven Contract Manager, along with any recommendations on improvements or corrective actions. Copies of these audit findings shall be made available to government customers on request.

C. GOVERNMENT AUDIT

The physical protection procedures, employee awareness provisions and results of any internal audit in conjunction with this Plan will be available for Government review. The entire OCI Mitigation Process, and our compliance with the requirements of this Plan, is subject to audit by Government customers at any time.

D. SUBCONTRACTOR FLOW-DOWN

Maven Subcontract Management shall ensure that provisions are included in all Maven subcontracts which require the development of subcontractor policies and procedures equivalent to those contained herein and as required in the Maven Contract NASA FAR Supplement clause 1852.237-72 entitled "Access to Sensitive Information (June 2005)". Such subcontractor policies and procedures shall be subject to audit by Lockheed Martin and the Government.

OCI ACKNOWLEDGEMENT STATEMENT

In connection with my efforts on the Maven Program, I recognize that I may have access to "Sensitive Information" relating to the Maven Program and other, current and future U.S. Federal Government projects.

I acknowledge that during my employment with the LMC or subsequent thereto, I am subject to existing duties of care based on my employment relationship with LMC which includes not using, publishing or otherwise disclosing outside of the Maven Program, any such Sensitive Information to which I may have access in connection with my work on the Maven contract.

I acknowledge that I am not aware of any information bearing on the existence of any potential Organizational Conflict of Interest (OCI). I acknowledge that in the context of Project Maven, the Government considers a contractor to have an organizational conflict of interest when the contractor makes inappropriate use of Sensitive Information to obtain an unfair competitive advantage on future U.S. Federal Government procurements.

I have been provided with a copy of the Lockheed Martin OCI Avoidance Plan for the Maven Program. Execution of an OCI Acknowledgement Statement is mandatory for all Maven employees. I acknowledge that specific questions regarding OCI and the details of this Plan implementation should be referred to my manager, or to the Maven Program.

I acknowledge that the obligations I am undertaking continue beyond my assignment to Maven and I acknowledge my duty to continue to protect designated Sensitive Information regardless of my personal employment status.

I acknowledge that my signature does not constitute a commitment on my part or on the part of Lockheed Martin for continued employment or any specific job assignment while

I am employed. I hereby acknowledge that I have received, read and will comply with the requirements of the OCI Avoidance Plan for the Maven Program . I further acknowledge that I have received and will comply with training on the authorized uses and mandatory protections of Sensitive Information needed in performing my duties with respect to the Maven contract.

TYPE OR PRINT IN INK

FULL NAME _____

BADGE NUMBER _____

EMPLOYEE SIGNATURE _____

DATE: _____

Must be returned to Maven Contract Manager