



ORGANIZATIONAL CONFLICT OF INTEREST (OCI) AND PERSONAL CONFLICT OF INTEREST (PCI) AVOIDANCE PLAN

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TABLE OF CONTENTS

1.0 STATEMENT OF POLICY AND INITIAL CERTIFICATION	1
2.0 PURPOSE.....	1
3.0 DEFINITIONS	2
4. 0 ASSESSMENT OF POTENTIAL FOR OCI.....	3
5.0 MAINTAINING CORPORATE COMMUNICATIONS DURING CONTRACT PERFORMANCE.....	4
5.1 NIA Contracts Director (CD).....	4
5.2 NIA Program Manager (PM)	4
5.3 NIA Executive Management (President and Executive Director and Vice Presidents)	5
6.0 PROCESS FOR IDENTIFICATION AND REPORTING OF OCI AND PCI ISSUES.....	5
6.1 Identifying Potential Conflicts of Interest.....	5
6.2 Reporting of Potential Organizational or Personal Conflicts of Interest	6
7.0 CONFLICT OF INTEREST AVOIDANCE OR MITIGATION	6
7.1 Avoidance of Organizational Conflicts of Interest	6
7.2 Mitigation of Perceived or Actual Conflicts of Interest.....	6
7.3 Proprietary or Sensitive Program Information.....	7
8.0 OCI AND PCI TRAINING AND EDUCATION.....	7
9.0 VIOLATIONS AND ENFORCEMENT.....	8
Attachment 1 - NIA Organizational Conflict of Interest Checklist	9
Attachment 2 – Subcontractor OIC/PCI Review and Certification	10
Attachment 3 - Personal Conflict of Interest Review and Certification	12
Attachment 4 – Task Order Conflict of Interest Certification Form	14

1.0 STATEMENT OF POLICY AND INITIAL CERTIFICATION

It is the policy of the National Institute of Aerospace (NIA) to comply fully with the Organizational Conflict of Interest (OCI) requirements of Federal Acquisition Regulation (FAR) Subpart 9.5 and any specific OCI or Personal Conflict of Interest (PCI) provisions or NASA-specified regulations contained in requests for proposals and resulting contracts or tasks. As such, NIA has devised a systematic approach to identify and avoid or mitigate OCI and PCI issues, whether actual, potential or perceived. In particular, this policy ensures that:

- NIA's objectivity and judgment are not biased because of its present or planned interests that relate to work under any given government contract.
- NIA does not obtain unfair competitive advantage by virtue of its access to non-public information regarding NASA plans or anticipated resources.
- NIA does not obtain unfair competitive advantage by virtue of its access to business sensitive or proprietary information belonging to others.

"To the best of our knowledge, at the outset of Contract NNL13AA00B (the Contract), no facts exist relevant to any past, present, or currently planned interest or activity (financial, contractual, personal, organizational, or otherwise) that suggest NIA has a conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice; or (2) being given an unfair competitive advantage. As tasks are issued and performed under the contract, NIA will conduct the procedures described in this Plan and promptly report any such identified conflicts of interest to the NASA Langley Research Center Contracting Officer."

2.0 PURPOSE

The purpose of this Organizational Conflict of Interest and Personal Conflict of Interest Avoidance Plan (the Plan) is to address the identification, avoidance and/or mitigation of OCI and PCI concerns associated with the Contract and any Task Orders issued there under – be they perceived, potential or actual. The Plan provides NIA, its subcontractors and consultants with clear policies and procedures in compliance with NFS 1852.209-71 LIMITATION OF FUTURE CONTRACTING (DEC 1988); LaRC 52.227-96 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 2012); FAR 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011); NFS1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUN 2005); NFS1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUN 2005); and FAR Subpart 9.5 Organizational and Consultant Conflicts of Interest.

As a prime contractor, NIA is responsible for ensuring that work authorized under this Contract is conducted at the highest level of integrity and ethical behavior. The requirements and processes within this Plan establish the environment that enables NIA and its subcontractors and consultants to a) provide unbiased, impartial and objective advice and assistance to the government, b) ensure they will not benefit from any unfair competitive advantage, and c) prevent inappropriate handling of third party proprietary or sensitive information or other government, nonpublic information.

3.0 DEFINITIONS

For the purposes of this Plan the following terms shall have the meanings as described:

Acquisition Function Closely Associated with Inherently Governmental Functions means supporting or providing advice or recommendations with regard to the following activities of a Federal agency: (1) planning acquisitions; (2) determining what supplies or services are to be acquired by the Government, including developing statements of work; (3) developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria; (4) evaluating contract proposals; (5) awarding Government contracts; (6) administering contracts; (7) terminating contracts; (8) determining whether contract costs are reasonable, allocable, and allowable.

Affiliates means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.

Covered Employee means an individual who performs an acquisition function closely associated with inherently governmental functions and is either an NIA employee or a self-employed subcontractor or consultant.

Financial Interest is any interest in, or affiliation with, a prime contractor, a subcontractor to a prime contractor, any offeror or any prospective subcontractor to any offeror for the program, contract or other matter for which the employee is performing the support task under the Contract.

Organizational Conflict of Interest means that a relationship or situation exists whereby a contractor (including chief executives and directors, to the extent that they will or do become involved in the performance of the contract, and proposed consultants or subcontractors where they may be performing services similar to the services provided by NIA) has past, present or currently planned interests that either directly or indirectly (through a client, contractual, financial, organizational or other relationship) may relate to the work to be performed under a NASA contract and which a) may diminish its capacity to give impartial, technically sound, objective assistance and advice, or b) may result in it being an unfair advantage. It does not include the normal flow of benefits from the performance of the contract.

Personal Conflict of Interest is a situation where a Covered Employee performing under the Contract is in a position to materially influence NASA's recommendations and decisions and, because of his/her personal activities, relationships or financial interests, may lack, or appear to lack, objectivity or appear to be unduly influenced by personal financial interest.

Program Manager is the designated NIA staff member responsible for specific functional programs within the organization, including but not limited to the Director of Research Programs, the Director of Outreach Development, and the Director of Communications and Partnerships.

Proprietary Information means all information designated as proprietary in accordance with law and regulation, and held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited rights data, trade secrets, restricted rights computer software, and sensitive financial information that may appear in cost and pricing data.

Sensitive Information refers to 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.

4.0 ASSESSMENT OF POTENTIAL FOR OCI

In fulfilling Contract and individual Task Order requirements, the NIA team may encounter conflicts when required to provide systems engineering and technical direction, prepare specifications or work statements, provide evaluation services and/or obtain access to proprietary or sensitive information as described in FAR 9.505. The potential for the various types of OCI and PCI occurring on this contract has been assessed as follows:

Impaired Objectivity: NIA (and its subcontractors and consultants) would be in a position of evaluating itself or a related entity (either through an assessment of performance under a contract or an evaluation of proposals in a competition), which would cast doubt on its ability to render advice to the government. Conflicting roles that might bias judgment also include participation in reviews including, but not limited to, readiness reviews, peer review boards, and assessment processes.

At Contract Award: None.

During Contract Performance: Probable.

Unequal Access to Information: NIA (and its subcontractors and consultants) has access to nonpublic proprietary information or data that would give it an unfair advantage in a competitive solicitation for another contract. Unequal access to information is of particular concern when there is a potential for access to other contractors' proprietary or sensitive business and technical information; access to project planning and other documents relating to the government's plans for upcoming projects and acquisitions; New Business Development including, but not limited to, information regarding current and future research, business opportunities and strategic planning.

At Contract Award: None.

During Contract Performance: Probable.

It is acknowledged that during the performance of the Contract, issues may arise on a task by task basis, given the breadth of technical and education and outreach requirements covered by the defined scope work. While it is difficult to provide a quantitative assessment of the potential for any of these types of OCI to occur, there is an undeniable likelihood that conflicts may arise when new requirements are identified, or as existing work evolves. As

stated in Section 2, the purpose of this Plan is to ensure that such occurrences are promptly identified and mitigated as further described in Sections 6 and 7.

5.0 MAINTAINING CORPORATE COMMUNICATIONS DURING CONTRACT PERFORMANCE

The success of this Plan is dependent on the early identification of potential OCI and PCI issues and timely, precise communication between all impacted parties, including NIA Program Managers, executive management, business development personnel, subcontractors, consultants, and our NASA customer.

5.1 NIA Contracts Director (CD)

- Has the ultimate responsibility for implementing and ensuring compliance with the requirements of this Plan;
- Ensures all NIA and subcontractor staff are cognizant of OCI/PCI policies and procedures at the outset of contract/task implementation;
- Obtains and files signed OCI/PCI certifications or disclosure statements, and proprietary or sensitive information non-disclosure agreements;
- Coordinates with NIA executive management and business development staff to maintain cognizance of any of NIA's corporate activities that could result in a possible OCI with contract activities; and
- Conducts a timely and thorough investigation of reported or suspected OCI/PCI issues, makes mitigation recommendations to NIA executive management and coordinates these recommendations with the NASA Contracting Officer for resolution and written approval;

5.2 NIA Program Manager (PM)

- Reviews Contract activities for possible OCI/PCI issues within their area of functional responsibility, whether by NIA or its subcontractors;
- Assigns tasks to staff, subcontractors or consultants in such a way as to avoid or mitigate an OCI/PCI.
- Coordinates and communicates potential OCI/PCI issues with the CD;
- Recommends corresponding mitigations to the CD;
- Assists CD with officially reporting findings to NIA executive management and NASA Contracting Officer;
- Implements approved mitigation plans in their functional area;
- In concert with Human Resources, ensures that all program personnel are trained in the provisions of the Plan and maintains a record of OCI-related disciplinary actions for staff under their purview.

5.3 NIA Executive Management (President and Executive Director and Vice Presidents)

- Reviews all potential OCI issues regarding the Contract and provides recommendations or direction to the CD as appropriate (President and Executive Director is the ultimate arbiter for NIA); and
- Disseminates information regarding company business, research and other product areas to the CD and PM which could have the potential for OCI/PCI concerns.

6.0 PROCESS FOR IDENTIFICATION AND REPORTING OF OCI AND PCI ISSUES

The identification of OCI and PCI issues can occur both at the initiation and during the performance of a given work assignment. The following information focuses primarily on the initial identification and reporting of potential or actual conflicts of interest, but the same steps can essentially be undertaken to characterize, document and report conflicts that may be disclosed by staff and subcontractor resources as the effort is undertaken.

6.1 Identifying Potential Conflicts of Interest

Immediately upon receipt of a technical direction notice or task order (TO) from NASA Langley, the PM and CD will engage in the following exercise:

Step 1 – Determination of Potential NIA Organizational Conflict(s) of Interest:

- Perform a comparative analysis of the potential new work against all current and previous work performed in support of the Contract; and
- Review the Statement of Work (SOW) against the OCI checklist (Attachment 1) and document those findings accordingly.

Step 2 – Determination of Potential Subcontractor Conflict(s) of Interest:

Should a subcontractor's services be necessary to perform the work, they will be required in their Request for Proposal to immediately review and disclose to NIA any potential or actual organizational and personal conflicts of interest (Attachment 2).

Step 3 – Determination of Personal Conflict(s) of Interest:

In parallel with Steps 1 and 2, NIA staff members assigned to a task order or sole proprietors functioning as consultants will be required to complete a PCI disclosure statement (Attachment 3).

(It is noted that these disclosure forms contain statements regarding the responsibility to further report any new OCI or PCI situations promptly, as they arise.)

If questions or disagreements related to conflicts of interest exist between the PM and CD,



discussions are elevated to NIA executive management for final determination. The outcome of that determination is documented and prepared for reporting to the NASA Contracting Officer as described in the following subsection.

6.2 Reporting of Potential Organizational or Personal Conflicts of Interest

As required by LaRC 52.227-96, NIA will notify the NASA Contracting Officer in writing within two business days after receipt of a contract requirement that has been determined will cause a potential or actual conflict of interest, or of the disclosure of a conflict that has arisen during task execution. The notification (Attachment 4) will include an explanation of the conflict(s) of interest, NIA's recommendations for avoidance or mitigation (as further described in Section 7, and the expectation for impact on future limitations on contracting.

If, after conducting the OCI/PCI review described in Section 6.1 above, NIA has determined that no conflicts of interest either exist or are likely to arise during performance of a pending task, it will certify this status and submit the certification with its proposal.

7.0 CONFLICT OF INTEREST AVOIDANCE OR MITIGATION

7.1 Avoidance of Organizational Conflicts of Interest

Avoidance starts with education and awareness (see Section 8) at the corporate, contract and task order levels. From the corporate standpoint, NIA's Code of Ethics and Standards of Conduct, which is read and acknowledged in writing by all employees, addresses both personal and organizational conflicts of interest at a top level.

Contract Level: In order to ensure all involved NIA personnel are aware of the specific OCI/PCI requirements of the Contract, there will be a kick-off meeting for key management, program, financial, business development, and administrative personnel whereby they will be briefed on the contents of the Plan and advised on how to access it and the various certification and reporting forms on NIA's Intranet.

Task Order Level: If, in the event the processes described in Section 6 determine that one or more potential OCIs or PCIs may arise, the following alternatives will be considered to avoid the stated conflicts:

- Request that the CO modify the SOW such that the requirements causing the conflict are removed or written in such a way as to prevent a conflict from arising;
- Remove assigned personnel or subcontractors from task performance and replace with resources who can demonstrate that they have no conflicts; or
- Elect not to accept work that would put NIA in a situation whereby future, related contracting opportunities might be limited or restricted.

7.2 Mitigation of Perceived or Actual Conflicts of Interest

If the NASA Contracting Officer concurs that reported items do constitute a Conflict Of

Interest, and it is not possible to modify the SOW to remove the conflict, then the following actions will be considered, as appropriate, to mitigate the conflict of interest:

- NIA will perform consistent with the TO and agree in writing to relevant limitations on future subcontracting;
- NIA will fully develop and have approved prior to task award, a formal mitigation plan that addresses the specifics, for example, firewalling those individuals or organizations that are privy to proprietary, sensitive, or non-public information by having them provide their inputs directly to the NASA Technical Monitor. NIA will retain all contractual responsibilities as well as responsibility for acceptable technical performance.

7.3 Proprietary or Sensitive Program Information

To the extent that task awards under the Contract require access to proprietary, business confidential, or financial data of other companies, and/or government sensitive and non-public information, and as long as this information remains proprietary, confidential, sensitive or non-public, NIA and/or its subcontractors will protect these data and/or information from unauthorized use and disclosure, and agrees not to use them to compete with other companies. This will be reinforced on a task by task basis as NIA conducts its OCI/PCI identification process and acquires task-specific certifications from all personnel assigned to work on the task, specifically, the assertion at the top of Attachments 2 and 3.

8.0 OCI AND PCI TRAINING AND EDUCATION

NIA begins its educational process regarding conflicts of interest of all types by requiring new employees to read and sign the NIA Code of Ethics and Standards of Conduct. Specifically, two areas, Section 2 (Conflicts of Interest) and Section 4 (US Federal Government Contractor Compliance) deal with a top level concept of understanding, identifying and reporting both personal and organizational conflicts of interest. This is refreshed each year during the annual employee evaluation process.

Additionally, with the support of NIA Human Resources, the CD and PM will periodically conduct OCI and PCI briefings and post relevant information (including an electronic copy of this Plan) to the NIA Intranet to help ensure that all personnel are kept informed and aware of their responsibilities including a) the definition of organizational and personal conflicts of interest, b) the procedure to report potential organizational and personal conflicts of interest (including spouses and dependents) and c) the avoidance/mitigation techniques available.

With respect to NIA subcontractors and consultants, OCI and PCI clauses are flowed down in their subcontracts, and they are provided with public links to NIA's OCI Plan (which includes definitions of Organizational and Personal Conflicts of Interest), the full content of FAR Subpart 9.5 and FAR Clause 52.203-16, and the various disclosure and reporting forms required by the Plan. Further, as a part of the task implementation process, all assigned subcontractor personnel are briefed on OCI and PCI concerns to re-enforce the message that OCI and PCI avoidance is a continual duty.



9.0 VIOLATIONS AND ENFORCEMENT

Any violations of this Plan shall be reported to the individual's immediate supervisor, the PM, CD, and the NASA Contracting Officer. Appropriate administrative and/or disciplinary action up to, and potentially including, termination shall be taken by NIA. Moreover, the Office of Federal Procurement Policy Act (41 U.S.C. Section 423, Procurement Integrity) (the Act) states that violations of the Act may subject an employee to criminal liability. Subcontractors and consultants that violate the requirements of this Plan may be eliminated from performance under the Contract.

Attachment 1 - NIA Organizational Conflict of Interest Checklist

NASA Task No. _____

SOW Title: _____

YES NO

- Will NIA (or NIA Subcontractor/Consultant) provide to NASA an evaluation service which entails the assessment, appraisal, or survey of a NASA technology, process, product or policy)?
- Will NIA (or NIA Subcontractor) provide technical consulting or management support that includes: assistance in the preparation of program plans; evaluation monitoring or review of NASA activities or proposals submitted by prospective contractors to NASA; or the preparation of designs, specifications or statements of work in support of a competitive NASA Solicitation)?
- Will NIA (or NIA Subcontractor) have access to proprietary information of NASA or others [particularly private institutions, corporations, and individual(s)] including technical, business or financial information?
- Will NIA (or NIA Subcontractor) provide advice or assistance to NASA on regulatory matters or gain access to internal NASA regulatory information?

BASED ON A REVIEW OF THE ABOVE ITEMS, WE HAVE MADE THE FOLLOWING DETERMINATION:

YES NO

- An actual or potential NIA OCI exists in relation to this Task.

Explanation:

DATE

PROGRAM MANAGER

DATE

CONTRACTS DIRECTOR

Attachment 2 – Subcontractor OCI/PCI Review and Certification

NASA Task No. _____

SOW Title: _____

SUBCONTRACTOR: _____

I hereby certify that –

- SUBCONTRACTOR has access to, understands, and will abide by the requirements of the NIA OCI/PCI Avoidance Plan (<https://www.nianet.org/Subcontractors.aspx>).
- SUBCONTRACTOR has conducted an Organizational and Personal Conflict of Interest review with regard to the Task and SOW listed above (refer to <https://www.nianet.org/Subcontractors.aspx> for a helpful questionnaire) and the results of this review are as follows:

SUBCONTRACTOR **did not** identify any actual or perceived Organizational Conflicts of Interest (OCIs) with regard to the Task.

SUBCONTRACTOR **did** identify one or more actual or perceived Organizational Conflicts of Interest (OCIs) with regard to the Task, the details of which are provided on the reverse side of this form.

SUBCONTRACTOR **did not** identify any actual or perceived Personal Conflicts of Interest (PCIs) with regard to the Task in any of its employees, subcontractor employees, or consultants anticipated to work on the Task.

SUBCONTRACTOR **did** identify actual or perceived Personal Conflicts of Interest (PCIs) with regard to the Task in one or more of its employees, subcontractor employees, or consultants anticipated to work on the Task, the details of which are provided on the reverse side of this form.

Further, to the extent that the work under this Task requires access to confidential, sensitive, or nonpublic information such as proprietary data, confidential business information, or financial data of other organizations, and as long as these data remain confidential, sensitive, or nonpublic, SUBCONTRACTOR will protect these data from unauthorized use and disclosure and agrees not to use such data for any purpose other than performance of the SOW.

I am an authorized official of SUBCONTRACTOR, and in particular, am authorized to represent SUBCONTRACTOR regarding OCIs and PCIs. I also understand that SUBCONTRACTOR has a responsibility to inform the NIA Program or Contract Manager immediately if an actual or perceived OCI or PCI arises at any time during the performance of the Task.

Signature

Date

NIA Subk OCI Form

NNL13AA00B

Page 1



NIA Subk OCI Form
NNL13AA00B
Page 2

Details of Identified Actual or Potential Organizational Conflict(s) of Interest (attach additional page if necessary):

Identify those facts/circumstances that have/will create a situation whereby SUBCONTRACTOR will (1) be unable to render impartial, technically sound, and objective assistance or advice, or (2) be given an unfair competitive advantage on other government opportunities. *[More information on Organizational and Consultant Conflicts of Interest can be found at FAR Subpart 9.5]*

Details of Identified Actual or Potential Personal Conflict(s) of Interest (attach additional page if necessary):

Please provide the name of the individual(s) in question and a statement of any past (within 12 months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the SOW. For contractual interests, the statement must include the name, address, and telephone number of the client(s), a description of the services rendered to the client(s), and the name of the responsible employee who is knowledgeable about the services rendered to such client(s) if, in the twelve months preceding the date of the statement, services were rendered to the U.S. Government or any other client(s) respecting the same subject matter of the SOW or directly related to such subject matter. The agency name and contract number under which the services were rendered must also be included, if applicable.

For financial interests, the statement must include the nature and extent of the interest and the name and address of any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the SOW.

[Additional information regarding Personal Conflicts of Information can be found at FAR 52.203-16]

Attachment 3 - Personal Conflict of Interest Certification

NASA Task No. _____

SOW Title: _____

To the extent that the work under this Task requires access to confidential, sensitive, or nonpublic information such as proprietary data, confidential business information, or financial data of other organizations, and as long as these data remain confidential, sensitive, or nonpublic, I will protect these data from unauthorized use and disclosure and agree not to use such data for any purpose other than performance of the SOW.

Furthermore, I certify that

- I have access to, understand, and will abide by the requirements of the NIA OCI/PCI Avoidance Plan (<https://www.nianet.org/Subcontractors.aspx>).
- I have reviewed the Statement of Work (SOW) for the above identified NASA Task Order and that (check one):
 - to the best of my knowledge and belief, no facts exist relevant to any past, present or currently planned interest or activity (financial, contractual, personal (including interests of my immediate family)) which relate to the Task and bear on whether I have a possible conflict of interest with respect to (1) being able to render impartial, technically sound and objective assistance or advice, or (2) being given an unfair competitive advantage on other government opportunities.
 - I have identified an actual or perceived personal conflict of interest (PCI) with regard to the Task, the details of which are provided on the reverse side of this form.

I understand it is my responsibility to inform the NIA Program Manager immediately if I identify an actual or perceived PCI at any time during the performance of the Task.

Name

Organization/Employer

Signature

Date



NIA PCI Form
NNL13AA00B
Page 2

Details of Identified Actual or Potential Personal Conflict(s) of Interest:

Please provide a statement of any past (within 12 months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the SOW. For contractual interests, the statement must include the name, address, and telephone number of the client(s), a description of the services rendered to the client(s), and the name of the responsible employee who is knowledgeable about the services rendered to such client(s) if, in the twelve months preceding the date of the statement, services were rendered to the U.S. Government or any other client(s) respecting the same subject matter of the SOW or directly related to such subject matter. The agency name and contract number under which the services were rendered must also be included, if applicable.

For financial interests, the statement must include the nature and extent of the interest and the name and address of any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the SOW.

Additional information regarding Personal Conflicts of Information can be found at FAR 52.203-16

Attachment 4 – Pre-Award Task Order Conflict of Interest Certification Form

NASA Task/SOW Title: _____

Assigned NIA Personnel: _____

Subcontractor Resources: _____

We hereby certify that NIA has conducted an Organizational and Personal Conflict of Interest review with regard to the Task/SOW listed above and the results of this review are as follows:

- We **did not** identify any actual or perceived Organizational Conflicts of Interest (OCIs) with regard to the Task for either NIA or its subcontractor(s).
- We **did** identify one or more actual or perceived Organizational Conflicts of Interest (OCIs) with regard to the Task for either NIA or one or more of its subcontractor(s), the details of which are provided on the reverse side of this form.
- We **did not** identify any actual or perceived Personal Conflicts of Interest (PCIs) with regard to the Task in any of its employees, subcontractor employees, or consultants anticipated to work on the Task.
- We **did** identify actual or perceived Personal Conflicts of Interest (PCIs) with regard to the Task in one or more of its employees, subcontractor employees, or consultants anticipated to work on the Task, the details of which are provided on the reverse side of this form.

Summary of Findings/Comments (attached detailed backup as necessary):

Recommended Avoidance or Mitigation:

- Not Applicable – no OCI or PCI identified at any level
- Request that SOW be re-written to remove conflicting requirement(s)
- NIA declines to accept the Task
- NIA will attempt to locate resources who can demonstrate that they have no OCI/PCI
- NIA will perform consistent with the Task and agrees to relevant limitations on future contracting
- NIA will develop a mitigation plan for approval by the NASA CO prior to task award

NIA Program Manager: _____

Signature: _____ Date: _____