

**ORGANIZATIONAL CONFLICTS OF INTEREST (OCI)
AVOIDANCE PLAN**

CONTRACT NUMBER XXXX

Award Date:

Effective Date:

NFS 1852.237-72, ACCESS TO SENSITIVE INFORMATION, clause requires the submittal of an Organizational Conflicts of Interest (OCI) Avoidance Plan. Below is an outline provided by NASA that describes the minimum required content of the plan, which shall be submitted to the Contracting Officer within 30 days of the contract effective date. Note that this outline is for organizational and informational purposes only and may need to be expanded based on individual contract circumstances and feedback from NASA. The contractor, not the Government, is ultimately responsible for ensuring that the appropriate content is included in its OCI Avoidance Plan.

I. INTRODUCTION:

A. Describe the company to include address and primary type of business.

Company Name: XXXX University

Address:

XXXX University is a nonprofit, independent, coeducational, nondenominational institution that performs research and provides undergraduate and graduate instruction in the arts and humanities, social sciences, natural sciences, and engineering.

B. Identify the Contract and/or Task Order Number and description of the scope of work requirements.

CONTRACT NUMBER XXXX;

XXXX University, as the prime contractor, shall perform XXXX as defined in the Statement of Work (SOW) Attachment X.

C. Identify who is responsible for this OCI Avoidance Plan. State the name, title, mailing address, email address, phone number and fax number of the individual in your company that will be responsible for OCI reporting ensuring this plan is carried out and updated as needed.

XXXX, Director of Research and Integrity (RIA) is responsible for the OCI Avoidance Plan.

Contact information: XXXX

II. OCI AVOIDANCE PLAN AND PROCEDURES:

A. State the purpose and scope of this OCI Avoidance Plan.

This Organizational Conflict of Interest Avoidance Plan (OCIAP) establishes procedures for the reporting, identification and mitigation of Organizational Conflicts of Interest (OCI), handling of sensitive information* and the implementation of an organizational firewall for the XXXX Contract. RIA is a research compliance office under the Dean for Research that ensures oversight and management of conflicts of interest in research on behalf of XXXX University. As a result of developing this plan, RIA is establishing an environment that enables XXXX University to (1) Identify and address potential OCIs that may be applicable to the Contract; and (2) Provide unbiased, impartial, and objective advice and assistance in preventing the inappropriate flow of information into or out of the XXXX Contract that might otherwise serve to provide an unfair competitive advantage or bias.

*As per Regulation 1852.237-72 “Access to Sensitive Information,” 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 may be sensitive or privileged.

- B. Specify who this plan applies to (i.e., employees and all subcontractors who provided services on contract and/or task order). Identify any affiliated companies/entities (e.g., a parent company or a wholly-owned subsidiary) and procedures for coordinating OCIs with such affiliated companies/entities.

This OCIAP applies only to the following:

- o XXXX University employees and consultants involved in the XXXX Contract.

The following will be affiliated with the Contract and will supply their own OCIAP.

- o YYYY (direct subcontractor to XXXX);
- o ZZZZ (direct subcontractor to YYYY);

During the subcontracting signing period, all subcontractors will be asked to create their own OCIAP. XXXX University will be responsible for the implementation of this OCIAP for all XXXX University employees and consultants involved in the XXXX Contract. All XXXX University employees and consultants involved in the XXXX Contract and subcontractors will be provided the RIA email address (XXXX@XXX.edu) and phone number (XXX-XXX-XXXX) to report any potential OCI.

- C. Describe the procedures for updating this plan, as necessary, to address specific, actual OCIs that may arise during contract and/or task order performance

The OCIAP will be updated as needed to address any changes in process or procedure relative to implementing the plan as well as to update any changes to personnel or affiliates associated with the plan. At a minimum, the OCIAP will be reviewed annually by RIA. RIA will update the plan and, prior to implementation of any changes, notify NASA of the proposed changes. RIA will communicate any revised OCIAP to XXXX University employees and consultants involved in the XXXX Contract and subcontractors (if applicable).

- D. Define company roles, responsibilities, and procedures for screening (i.e., identifying/recognizing, analyzing/evaluating, resolving, and reporting) existing and new business opportunities for actual/potential OCIs.

Director, Research Integrity and Assurance (RIA): The Director of RIA [or his designee] will be responsible for the application and implementation of this OCIAP, including the identification, triage, investigation, mitigation planning, and proper

reporting of OCI issues. This position is also responsible for ensuring that procedures to comply with OCIAP are established and observed by all XXXX University employees and consultants involved in the XXXX Contract. Whether through a report or an annual disclosure, when an OCI is reported, that report will be triaged by RIA and a recommendation will be made to the Institutional Official (IO). The IO may accept and move forward with the RIA recommendation(s) or determine that further investigation is warranted and develop a committee to further analyze the report. The results of the investigation will then be presented to the Conflict of Interest in Research Panel (Panel) for consideration and final determination. Once a final determination has occurred, the Contract Officer (CO) will be notified.

The XXXX University Conflict of Interest in Research Panel (Panel): The Panel will be informed of OCI determinations made by the IO or may assist in the investigation of potential OCI. The Panel is responsible for the final determination as to the whether a reported OCI is an actual OCI and subsequent to that determination, approve any mitigation or management plan for resolution of the OCI.

Principal Investigator - XXXX: The Principal Investigator (PI) or his designee is responsible for overall implementation of the Contract to XXXX. XXXX, as defined in the Statement of Work (SOW) Attachment A. The PI and/or his designee are also responsible for reporting potential OCI and may also be involved in any OCI investigation if necessary.

Office of Research and Project Administration Subawards Administrator: The XXXX University Subaward Administrator is responsible for flowing down the provisions of the NFS 1852.223-72, this OCIAP (once approved by NASA), and providing a copy of the NASA OCIAP template to all subcontractors. Subcontractors will certify their compliance with NFS 1852.223-72 through the Subrecipient Commitment Form and the certifications section of the Subaward Agreement. Subcontractors will be responsible for flowing down the provisions of NFS 1852.223-72 to all lower tier subcontractors.

- E. Explain how the provisions of this OCI Avoidance Plan will be flowed-down to any subcontractor that may have a conflict with regard to performing the requirements of this contract and/or task order. Discuss affected subcontractors' OCI program as it relates to this contract and/or task order and specifically explain how affected subcontractors will identify, resolve, and report OCIs associated with this contract and/or task order.

The XXXX University Subaward Administrator will flow down the provisions of NFS 1852.223-72, this OCIAP (once approved by NASA), to all subcontractors. Subcontractors will be required to have their own enforceable OCIAP, which must meet the requirements of NFS 1852.223-72 and the OCIAP template prepared by NASA. Subcontractors will follow the provisions of NFS 1852.223-72 for identification and resolution of any incident or violation of the OCIAP. The Subaward Agreement will require all subcontractors to report any incident or violation to XXXX University within

30 days of any such occurrence. Subcontractors will report any such incident or violation to RIA either by email (coi@XXXX.edu) or phone XXX-XXX-XXXX.

- F. Describe the procedures for reporting of all potential/actual OCIs during performance of the contract and/or task order. An OCI report shall include: (1) a description of the conflict, (2) the plan for resolving the conflict, and (3) the benefits/risks vis-à-vis contract performance associated with plan approval/acceptance.

All XXXX University employees and consultants involved in the XXXX Contract are required to report potential OCI issues or concerns, which they become aware of or observe. Reporting of potential OCI issues or concerns can be made through the person's immediate manager, RIA, or the Ethics Hotline (1-XXX-XXX-XXXX). The OCI report should include a description of the potential conflict. Once reported, the information will be triaged and, if warranted, investigated by RIA or a subcommittee appointed by the IO. The IO or Conflict of Interest in Research Panel will make the final determination regarding whether a reported OCI is an actual OCI, and approve plans for conflict resolution and management. The management plan will include benefits/risks regarding Contract performance that may be associated with an approved mitigation strategy or management plan.

Additionally, all XXXX University employees and consultants involved in the XXXX Contract will fill out an annual disclosure form to report any potential OCI or other conflict of interest (commitment, resources, financial) that may be related to the Contract. The annual disclosure forms will be reviewed by RIA and, if warranted, investigated as described above if a potential conflict is identified.

- G. Explain how employees who will work on this contract and/or task order are trained specifically on the requirements of this OCI Avoidance Plan, how to protect sensitive information and safeguard it from unauthorized use and disclosure, and report breaches of this plan. Also, explain the process for obtaining written affirmation from each employee stating that they have received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract and/or task order.

All XXXX University employees and consultants involved in the XXXX Contract are required to complete initial Organizational Conflict of Interest Training on the OCIAP. The training will provide general information on OCI and how to protect sensitive information and the mechanism for reporting concerns or breaches.

After XXXX University employees and consultants involved in the XXXX Contract receive OCI training, they will then sign and certify they understand the requirements on the authorized uses and mandatory protections of sensitive information. The Non-Disclosure Agreement must be signed and submitted to RIA before commencement of any work on the Contract except for situations outlined under the Advanced Agreement on Pre-contract Costs signed on XXXX.

Subcontractors will certify their compliance with NFS 1852.223-72 through the Subrecipient Commitment Form and the certifications section of the Subaward Agreement managed by the XXXX University Subaward Administrator.

If no training program exists for individual companies, XXXX University will work with the subcontractors to provide any necessary training on the OCIAP.

- H. Explain the monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

The XXXX University PI will be responsible for directly monitoring all XXXX University employees and consultants involved in the XXXX Contract identified as having access or potential access to sensitive information for compliance with this OCIAP. Any non-compliant OCI issue or sensitive information breaches that the PI becomes aware must be reported. After triaging the reported OCI, an investigation may be performed by RIA or a subcommittee appointed by the IO. The IO or Conflict of Interest in Research Panel will make the final determination regarding whether a reported OCI is an actual OCI, and approve plans for conflict resolution and management. Once a final determination has occurred, the Contract Officer (CO) will be notified.

RIA's OCI monitoring process allows for a timely response to a reported OCI. In general, XXXX University employees and consultants involved in the XXXX Contract are expected to report any potential OCI within 30 days. RIA's will then have 60 days after the initial report to evaluate and investigate the potential OCI and present the results to the Panel for final determination and mitigation.

- I. Define records related to the OCI Avoidance Plan (e.g., training and audit records) that will be made available to the Government upon request.

All signed training documents, non-disclosure agreements, annual disclosures, as well as any necessary OCI documentation will be maintained in the RIA office.

III. OCI IDENTIFICATION AND AVOIDANCE/MITIGATION:

- A. Demonstrate an understanding of (1) OCI principles and (2) the types of OCIs and the types of harm that can result. See FAR 9.5.

Organizational Conflict of Interest (FAR Subpart 9.5: Organizational and Consultant Conflicts of Interest) arises when the federal government awards high-stakes contracts to a limited number of organizations and, by the very nature of these limited and unique contracts, sets up potential situations in which the organization can influence the ground rules of engagement, impair objectivity and/or gain access to sensitive information. Such situations may provide an unfair competitive advantage. In addition, individual's activities or relationships, separate from their contract work for the government, might impair their ability to provide impartial assistance or advice to the government.

The types of OCI that can be identified are:

- **Unequal Access to Information:** Arises in situations when an organization has access to non-public information as part of its performance of a Government contract and where that information may provide the organization a competitive advantage in a later competition for a Government contract. FAR 9.505-4: “In these ‘unequal access to information’ cases, the concern is limited to the risk of the organization gaining a competitive advantage.”
- **Biased Ground Rules:** Arises in situations when an organization, as part of its performance of a Government contract, has in some sense set the ground rules for Government procurement, for example, by preparing the statement of work or the specifications. FAR 9.505-1, 9.505-2: “These situations may also involve a concern that the organization, by virtue of its special knowledge of the agency’s future requirements, would have an unfair competitive advantage in the competition for those requirements.”
- **Impaired Objectivity:** Occurs in cases when an organization’s work under one Government contract could entail its evaluating itself (or a competitor), either through an assessment of performance under another contract or an evaluation of proposals as part of another contract. FAR 9.505-3: “In these ‘impaired objectivity’ cases, the concern is that the organization’s ability to render impartial advice to the Government could appear to be undermined by its relationship with the entity whose work product is being evaluated.”

B. Specifically identify and address the potential OCIs that may be applicable to the contract and/or task order. OCIs include: unequal access to information, impaired objectivity, and biased ground rules.

XXXX University intends to fully comply with the Federal Acquisition Regulation (FAR) Subpart 9.5, Organizational and Consultant Conflict of Interest, and 1852.237-72, NASA supplement OCI Policy. The potential OCI that may be implicated in this Contract are:

- **Unequal Access to Information:** XXXX University employees and consultants working on the XXXX contract have access to sensitive information before other entities, which may give them a potential competitive advantage in obtaining future contracts. XXXX University is a non-profit educational and research organization and, as such, a separate grant has been awarded to allow research results to be collected and published in a timely fashion, thus minimizing any potential competitive advantage due to unequal (early) access of information.
- **Impaired Objectivity:** XXXX University has assumed the role of the primary contractor on the Contract. The PI and his designee previously worked for YYYY and have a history with YYYY and the subcontractors involved on the Contract. The PI continues to work for YYYY on two unrelated projects. Although there may be a chance of impaired objectivity (intentional or unintentional) in the use of the subcontractors by the PI and designee, there are many objective processes in

place to evaluate subcontractors performance with corrective action plans to produce valuable, accurate results.

C. Describe the actions/procedures the contractor intends to take to mitigate the potential OCIs identified above.

RIA will report to the Panel any investigated potential OCI related to this OCIAP. This report will include a description of the potential OCI, and any other information deemed appropriate. If the OCI is a confirmed conflict, a Management Plan will be instituted to mitigate the conflict, and to prevent a repeat of the OCI.

D. Describe the actions/procedures for how sensitive information will be protected and safeguarded.

Sensitive information that is collected by XXXX University employees or consultants involved in the XXXX Contract, will be protected in two ways. 1) Compliance with all relevant protocols for data protection. This may include, but not be limited to, physical safeguards such as locked offices, access controls, and password protected information technology system restrictions. 2) Data will also be protected by an Information Technology Security Maintenance Plan that will safeguard all XXXX XXXX Contract information and data, Attachment E.

E. Describe any required organizational separation procedures (i.e., firewalls).

Organizational separation is achieved by the physical and functional distinction of RIA from the XXXX PI, XXXX University employees and consultants involved in the XXXX Contract, and subcontractors.

F. Identify any potential OCIs created by the requirements of this contract and/or task order that the contractor intends to resolve using methods other than mitigation. Describe the proposed strategies.

All potential OCIs will be triaged and investigated as described above. If OCI are confirmed, mitigation strategies may be implemented by the IO or upon review by the Panel. In addition to mitigation strategies, the IO and Panel may implement other strategies defined through a management plan that will be developed depending upon the specifics of the OCI and its potential to impact the contract. NASA may be consulted in the development of additional strategies.

G. Describe specific plans to limit future competition in accordance with the NFS 1852.209-71, Limitation of Future Contracting clause, if applicable.

Not applicable

IV. DISCIPLINE FOR NONCOMPLIANCE:

- A. Define any organizational and employee sanctions for violations of established OCI procedures/requirements/guidelines.

Depending upon the findings and recommendations of the IO or Panel, any violations of this Plan may result in appropriate administrative, organizational and/or disciplinary action pursuant to and consistent with XXXX University's applicable policies and procedures. XXXX University employees will follow the Rules and Procedures for Misconduct in Research as outlined by the Dean of the Faculty's Office. Consultants and subcontractor companies that violate the requirements of this OCI Plan may be terminated for default upon concurrence of this action by the CO.

V. NON-DISCLOSURE AGREEMENT AND CLEARED AUTHORIZED EMPLOYEES:

- A. Include a Non-Disclosure Agreement that all employees authorized to have access to sensitive information to perform their duties under this contract and/or task order must complete. (below)
- B. Include a Cleared Authorized Employees List of all employees who have signed specific non-disclosure agreements and have access to sensitive information to perform their duties under this contract and/or task order.

The following individuals are either XXXX University employees or consultants working on the XXXX Contract and are Cleared Authorized Employees and have signed a non-disclosure agreement to work on the Contract:

XXXX, Professor of XXXX and Vice President for XXXX

XXXX, Assistant VP of Engineering and Vice President for XXXX

Etc.

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (AGREEMENT) is entered into between the [*insert name of Company*] located at [*insert address*] (hereinafter referred to as “_____”) and [*insert name of company employee*] residing at [*insert address of employee*].

Under contract _____, NASA has provided to [*insert name of company*] access to sensitive information as defined in NASA FAR 1852.237-72. I acknowledge that I have received training on the [*insert company name*]’s OCI Avoidance Plan and I agree to abide by the terms of the OCI Avoidance Plan. Further, I agree to maintain this sensitive information in accordance with the [*insert company’s name*] OCI Avoidance Plan. I will only grant access to sensitive information to authorized employees of [*insert company name*]. I have been provided with a list of authorized employees that may receive this sensitive information. I understand that failure to comply with the company’s plan may result in disciplinary action up to and including termination from the company

By: _____

Printed Name

Title

Date