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**ATTACHMENT 10**

**ORGANIZATIONAL CONFLICT OF INTEREST**

**MITIGATION PLAN**

**FOR GPS III**

**13 December 2010**

# **Global Positioning System III (GPS III) Space Segment**

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## **Organizational Conflict of Interest Mitigation Plan**

**Version 4.0**

**Attachment 10**

**Prepared For:**

**Global Positioning System Wing (GPSW)  
483 N. Aviation Boulevard  
El Segundo CA 90245-3808**

**Prepared By:**

**Lockheed Martin Corporation  
Space Systems Company**

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**Sandra Shealey  
Sr. Contracts Manager  
Space Systems Company**

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**Terry Schooley  
Contracting Officer  
SMC/PK**

**Richard Ambrose  
Vice President  
Surveillance & Navigation Systems  
Space Systems Company**

**Lawrence E. Clark  
Director of Contracting  
SMC/PK**



CRRGPFKZ!C! UGPIKVKXG!RTQI TCO!KPHQTOCVKQP!PQP.FKUENQUWTG!  
CI TGGOGPV!QEK!!DTKGHKPI !UVCVGOGPV!)NOE!GORNQ[ GGU\*

CRRGPFKZ!D! UGPIKVKXG!RTQI TCO!KPHQTOCVKQP!PQP.FKUENQUWTG!  
CI TGGOGPV!QEK!DTKGHKPI !UVCVGOGPV!)I RU!KKK!URCEG!  
UGI OGPV!VGCO!OGODGTU\*!

CRRGPFKZ!E! GZKVIKPVGTXKGY!CEMPOY NGFI GOGPV!TGI CTFKPI !!  
QTI CPK\CVKQPCN!EQPHNKEV!QH!KPVGTGUV!)QEK\*!

CRRGPFKZ!F! FKUENQUWTG!QH!RQVGPVKCN!QTI CPK\CVKQPCN!EQPHNKEV!QH!  
KPVGTGUV!)QEK\*

CRRGPFKZ!G! TGNGCUG!QH!4TF!RCTV[ !RTORTKGVCT[ !KPHQTOCVKQP  
GZJKDKV!C! VGCO!OGODGTU!VGCOOCVGV!QEK!CPF!FKUENQUWTGU  
GZJKDKV!D! GZJKDKV!D!UWDEQPVTCEVQT!VGCOOCVGV!QEK!  
EGTVKHKECVKQP!CPF!QTI!RNCPU  
GZJKDKV!E! UOE!QTI CPK\CVKQPCN!EQPHNKEV!QH!KPVGTGUV!EJ GEMNKUV  
GZJKDKV!F! NO!EQTRQTCVG!RQNK [ !UVCVGOGPV!ERU.145-!  
“ORGANIZATIONAL CONFLICT OF INTEREST”!  
GZJKDKV!G! NO!EQTRQTCVG!RQNK [ !UVCVGOGPV!ERU.710, “PROTECTION  
QH!UGPIKVKXG!KPHQTOCTION”!

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## **LIST OF FIGURES**



2/ KPVTQFWEVKQP!







***Figure 2-1 Lockheed Martin Space Systems Company Organizational Chart***

These Associate Contractor Agreements will serve to establish formal mechanisms for the sharing of appropriate information and data under Government supervision, protect third party proprietary information, and prevent access to information that would provide any contractor with an unfair competitive advantage.

Figure 2-2 identifies the Lockheed Martin corporate structure and highlights the Lockheed Martin Corporation (LMC) elements participating in the LMSSC GPS III Space Segment Program Team. It also EFPJDSR =BNEJB 8BSJONBL 6BCOQBSOQWJR OQHBXBSJONBL QFLBSJONRI JP SO 6ODKIFFE 7BQJN& LMSSC reports to Lockheed Martin Corporation. The LMSSC GPS III Program Team falls within the Surveillance & Navigation Systems Line of Business (LM S&NS). Our LM S&NS Vice President, Rick Ambrose, stands committed to the successful implementation of OCI measures when necessary. This corporate commitment will include an annual certification of our compliance with this Plan to the Government by an LMSSC Vice President or above.

3/2! I RU!KKK!Urceg!Ugi ogpv!Kpvgtcvqkq!ykvj !QEZFqyp.Ugngev!Eqpvtcevqt!Vgcou!

3/3! Okuukqp!Wugt!Gswkr o gpv

LMSSC recognizes that Mission User Equipment situations pose special considerations both in the development and production of the equipment and its procurement. While LM is not involved with the development and production of Mission User Equipment, some members of our team, such as ITT, may have business interests in that area. LM requires that all members of its team identify any business opportunities that may develop subsequent to the submission of this plan which could create an OCI concern. That team member must then develop and implement an OCI mitigation plan to the satisfaction of LM and the Government.

The procurement of Mission User Equipment has the potential to cut across the entire LM GPS III team.

3/4! Ucpfkc!Pcvkqpcn!Ncdqtcvqtkgu!cu!l RU!PFU!Rtqxkfgt!!

**3. USNDS Ground Segment** - SNL is funded by SMC to provide the USNDS Ground Segment. This work includes receiving and processing data from the SV and from the GPS Control Segment, and generating NDS command plans for Control Segment to upload to the SV.

LMSSC does not believe that there is an actual OCI issue with respect to the GPS III Program and SNL work for NNSA and SMC to provide the NDS Payload, System Engineering and Ground Segment. LMSSC directs no work at SNL, and SNL directs no work at LMSSC. For GPS related work, LMSSC takes direction only from SMC, and SNL takes direction only from the NNSA and SMC.

LMSSC recognizes there may be a potential perception of an objectivity/bias OCI issue with respect to GPS III SV effort and SNL's government-sponsored role to coordinate with the GPS III SV and GPS III OCX Contractors to determine specifications and interface requirements between the NDS Payload, GPS III SV, GPS III OCX systems, and NDS Ground Segment. The following discussion provides actions to mitigate the perception of these potential OCI issues:

- Sandia Corporation and LMSSC, contracting in the name of Lockheed Martin Corporation, are separate legal entities, have separate cost accounting systems, and separate disclosure statements. SNL is managed as a FFRDC subject to all the government regulations and controls that implies, including a well established, documented OCI plan that has been previously communicated to the AF. As an FFRDC, SNL is organizationally, geographically, physically and informationally isolated (firewalled) from the LMSSC and the LMGPS III Program.
- Sandia is not part of the LM GPS III Program team, but works for the Government. SNL is a required member of the SV Contractor/Government Integrated Project Team (IPT).

LMSSC also recognizes that a potential perception of an OCI may exist with respect to the generation of NDS related Specifications and Interface Control Documents. In order to mitigate that perception, LMSSC recommends the following. Although technical discussions between SNL NDS team members

- Requests for NDS Payload, System Engineering and Ground Segment documentation by the GPS III Space Segment Contractor are directed through the GPS Wing and not addressed directly to SNL. All formally documented information provided by SNL for the GPS III SV Contractor will be provided through the SMC GPSW to ensure that all contractors receive identical information and there is no bias or impaired objectivity.

The steps recommended above-will serve to protect sensitive information, put the government in control of all documentation flow, and mitigate potential OCI bias issues through the use of Government-sponsored Configuration Control Boards and technical exchange forums consisting of SNL and the GPS III SV contractor (and all affected GPS Control Segment contractors when appropriate).

#### 2.4 Uwdeqpvtcevqt!QEK!Tgxkgy!cpf!Fkuenquwtg!

**3. DIRECTIVE**

All Lockheed Martin GPS III Space Segment Program team personnel, inclusive of all internal Corporate entities and affiliated Subcontractors or consultants assigned to the GPS III Space Segment Program #1F0FCW 0FGF00FE 50 BR [GPS III Space Segment Program SFBM\5 VJLL DOMPLW VJSI SIF procedures set forth herein.

Changes to this OCI Mitigation Plan will be coordinated with, and approved by, the GPS III Space Segment Contracting Officer. Changes will include, but not be limited to potential OCI situations occurring within Lockheed Martin or various Subcontractors because of work they may obtain/pursue in support of other GPS procurements.

**4. INTERPRETATIONS**

The LMSSC GPS III Space Segment Contracts Manager will make interpretations with respect to this Plan. As appropriate, potential OCI issues will be coordinated with the cognizant GPS III Space Segment Contracting Officer.

**5. RESPONSIBILITIES**







8/5! QEK!Y qtmkpi!! tqwr!

An OCI Working Group (OCIWG) shall provide guidance and assistance to the LMSSC GPS III

**8/6/2! Octmkpi!cpf!Kfgpvkhkecvkqp!**

Hard and soft copy documents shall be immediately inspected upon receipt to determine whether Third ; BOSW /ONSQBDSOQ ; QOPQJFSBQW JNGOQMBSJON #MBQKFE [; QOPQJFSBQW 5NGOQMBSJON\;% Government Proprietary JNGOQMBSJON #MBQKFE [200 9GGJDJBL ?RF 9NLW\ #29?9\$\$% 00 [=OTQDF =FLFDSJON =FNRJSJUF Information\ #MBQKFE [=OTQDF =FLFDSJON =FNRJSJUF\ \$ BQF PQFRFNS. All such documents will subsequently be protected in accordance with this OCI Mitigation Plan. Any questions as to markings on documents will be referred to the GPS III Space Segment Contracts Manager for interpretation and for necessary review and approval by the SMC Contracting Officer.

**8/6/3! Rj {ukecni!Eqpvtqniqh!URK!!**

All SPI hard copy materials shall have cover sheets and must remain within designated containers or an access-controlled work area. Personnel with access must be OCI-trained, have provided written



with Section 9 Disclosure of Specific OCI Concerns. The training also provides specific ground rules for governing the protection of LM proprietary information from any third party who may gain an unfair advantage respective of a competitive solicitation.

This training and education is required for all Lockheed Martin employees as part of their initial orientation into Lockheed Martin and occurs before employees have access to GPS III Space Segment Program information. GPS III Space Segment Program team members are also required to retake training at regular intervals (currently every three years) per Lockheed Martin Corporation policy. Documentation of OCI training for each employee is maintained on a Lockheed Martin Corporation database for verification that every employee is up to date with OCI training.

## **9. DISCLOSURE OF SPECIFIC OCI CONCERNS**

All GPS III Space Segment personnel are required to immediately report any OCI issues or concerns that they become aware of or observe. Reporting of OCI issues or concerns shall be made to the GPS III Space Segment Contracts Manager. The Contracts Manager will promptly advise the Program Director and the SMC Contracting Officer of the known facts and outline of resolution plan. All OCI issues or concerns reported will be thoroughly investigated, documented and coordinated with the SMC Contracting Officer for resolution via the Appendix D, Disclosure of Potential OCI.

It is envisioned that as specific OCI concerns are surfaced as part of the constant GPS III Space Segment Program review process, amendments of this plan may be required. All such amendments shall be coordinated with the SMC Contracting Officer prior to implementation. The Contracts Manager will notify the SMC Contracting Officer in accordance with Section 13 below when any OCI violation is discovered.

## **10. SUBCONTRACTOR FLOWDOWN**

The GPS III Space Segment Subcontracts Manager will ensure that all provisions of this GPS III Space Segment OCI Plan are included in all GPS III Space Segment Program team subcontracts and internal



CRRGPFKZ!C!

UGPUKVKXG!RTQI TCO!KPHQTOCVKQP!PQP.FKUENQUWTG!CI TGGOGPV!QEK!!  
DTKGHKPI !UVCVGOGPV!)NOE!GORNQ[ GGU\*!

In connection with my efforts on the GPS III Space Segment Contract, I recognize that I may have access to information that is considered by the Government or others to be Sensitive Program Information (SPI) as defined in Section 6.2 of the OCI Mitigation Plan. I agree not to release, publish, or otherwise disclose either during or subsequent to my employment, any SPI  
OO EBSB OG 6ODK1FFE 7BQSN /OOPOBSJON #1FQFJNBGSFQ QFGFQFE SO BR [67/\\$%OO EBSB OG OS1FOR%V1JD1 67/ JR OCLJHBSFE SO  
maintain in confidence. Any exceptions must be coordinated with the GPS III Space Segment Contracts Manager.

This agreement is an acknowledgement of the use and disclosure restrictions set out in the LMC Employee Invention and Confidential Information Agreement, which I have previously executed.

CRRGPFKZ!D!

UGPUKVKXG!RTQI TCO!KPHQTOCVKQP!PQP.FKUENQUWTG!CI TGGOGPV@QEK!  
DTKGHKPI !UVCVGOGPV!)I RUI!KKK!URCEG!UGI OGPV!VGCO!OGODGTU\*!

In connection with my efforts, under subcontract, on the GPS III Space Segment Program, I agree not to release, publish, or otherwise disclose either during or subsequent to my participation on the GPS III Space Segment Program, any secret or Sensitive Program Information (SPI) as defined in Sections 6.2 of the Organizational Conflict of Interest (OCI) Mitigation ; LBN%00 EBSB OG 60DKI FFE 7BOSJN /OQPOQBSJON #I FQFJNBGSFQ QFGFQ0FE SO BR [67 / ^ \$ % 00 EBSB OG OSI FQR%VIJDI 67 / is obligated to maintain in confidence. Any exceptions must be coordinated with the GPS III Space Segment Program Subcontracts Manager.

QEK!DTKGHKPI !UVCVGOGPV!

The Government DONRJEFQR B DONSOBDS SO I BUJ 9/5 VIFN [SIF NBSTQF OG SIF VOQK SO CF PFQGOQMF E MBW, without some restrictions on future activities, a) result in an unfair competitive advantage to the contractor, or b) impair the contractor's objectivity in performing the contract work. This is a continuing responsibility. Any Team Member employee participating on the GPS III Space Segment Program team who becomes aware of a potential OCI pertaining to, or impacting the GPS III Space Segment Program must ensure that it is brought to the attention of the GPS III Space Segment Program Subcontracts



CRRGPFKZ!E!

GZKV!KPVGTXKGY!CEMPQY NGFI GOGPV!TGI CTFKPI !!  
QTI CPK\CVKQPCN!EQPHNKEV!QH!KPVGTGUV!)QEK\*!

**INSTRUCTIONS:** The GPS III Space Segment Program team responsible manager will conduct exit interviews for all GPS III Space Segment Program team personnel (LMC and Team Member personnel) who will be leaving the GPS III Space Segment Program team or whose GPS III Space Segment work assignment is complete. All personnel (LMC and Team Member) who worked on the GPS III Space Segment Program team must be properly screened by their respective employer to assure compliance with the provisions of the OCI Mitigation Plan prior to transfer to other assignments prior to executing this exit interview acknowledgement regarding OCI. When the exit interview acknowledgement regarding OCI is properly signed, the form will be forwarded to the GPS III Space Segment Program Contracts Manager. - EEJSJONBLLW%B DOPW VJLL CF JNDLTEFE JN SIF FMPLOWFFJR PFQRONNFI GJLF #67 / BNE Team Member).

**ACKNOWLEDGEMENT:** I have been reminded that, as set forth in the GPS III Space Segment Contract Sensitive Program Information (SPI) Non-Disclosure Agreement/OCI Briefing Statement (Appendix A for LMC and Appendix B for Team Members), which I have previously executed, I agree not to use, publish, or otherwise disclose either during or subsequent to my participation on the GPS III Space Segment Program team any SPI to which I have had access. I hereby certify that on or before this

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FKUENQUWTG!QH!RQVGPVKCN!QTI CPK\CVKQPCN!EQPHNKEV!QH!KPVGTGUV!)QEK\*!

Date of Occurrence:

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