

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

CONTRACT NUMBER REDACTED

Award Date: Click here to enter a date.

Effective Date: Click here to enter a 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 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 requirements. The contractor, not the Government, is ultimately responsible for ensuring that the appropriate content is included in its OCI Avoidance Plan.

OUTLINE OF AN ORGANIZATIONAL CONFLICTS OF INTEREST (OCI) AVOIDANCE PLAN

I. INTRODUCTION:

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

Address:

*Regents of the University of California on behalf of the Los Angeles campus
Office of Contract and Grant Administration
10889 Wilshire Blvd., Suite 700, Los Angeles, CA 90095-1406*

Type of Business:

State institution of higher education

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

The University of California, Los Angeles shall perform the following task consistent with the requirements in SOLICITATION:

DESCRIPTION OF SCOPE OF WORK

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.

PRINCIPAL INVESTIGATOR INFORMATION HERE

cc to Jim Fong

Assistant Director

UCLA Office of Contract and Grant Administration

10889 Wilshire Blvd., Suite 700, Los Angeles, CA 90095-1406

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310-794-0608

II. OCI AVOIDANCE PLAN AND PROCEDURES:

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

Per the request of the NASA Contracting Officer, an OCI Avoidance Plan was deemed needed as sensitive information may be exposed during the course of the project. An organizational conflict of interest may result when factors create an actual or potential conflict of interest on a contract, or when the nature of the work to be performed on the contract creates an actual or potential conflict of interest on a future acquisition. When asked to identify and provide a reason for his determination that a conflict of interest exists, the NASA Contracting Officer indicated that UCLA will have access to proprietary information. Access to proprietary data does not, in itself, create an organizational conflict of interest, and it was never explained how such knowledge causes: (1) conflicting roles that might bias a contractor's judgment; or (2) an unfair competitive advantage. This OCI Avoidance Plan will, therefore, focus on managing access to information that another contractor developed at private expense 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.

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.

Currently, only the UCLA PI is involved with the proposed project for Phase A. Additional personnel will be involved in later phases. All communication and coordination of project information will be channeled to the PI. No anticipated subcontractors are expected other than COTS vendors.

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 avoidance plan will be updated as needed to address any changes as the project progresses and/or any changes in the procedures of reporting or mitigating of OCIs may arise. There is no actual OCI identified by the NASA Contracting Officer. The plan will be reviewed by the PI. NASA and the UCLA OCGA office will be advised of any proposed changes related to implementing the plan as well as to any updates or changes to personnel or affiliates associated with the plan if additional Phases are authorized.

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.

UCLA, as university, does not screen for compliance against this plan. The responsibility rests on the good judgement of the PI who will not use information to competitive commercial

advantages. For potential research projects, the PI is required to make any financial conflict of interest disclosures in accordance with California and specific agency regulations as required. For further information on institutional conflict of interest in research, see Memo 11-05 found here:

<http://ora.research.ucla.edu/RPC/Documents/UCOP%20ICOP%20Principles%20Memo%206-1-11.pdf>

- 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.

No subcontractors are contemplated for Phase A.

- 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.

Other than individual financial conflicts of interest for the PI, no procedures are in place for OCI. UCLA performs basic and applied research and not management or administrative functions for any federal agency. Individual financial conflict of interest are reviewed by UCLA's Office of Research Policy & Compliance.

- 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.

The PI will have read and acknowledge understanding of this OCI Avoidance Plan and will be responsible for safeguarding sensitive information. No other training are institutionally required in performance of this contract.

- 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.

PI will be responsible for reporting to the Contracting Officer and the UCLA's Office of Contract and Grant Administration.

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.

Definition of Organizational Conflict of Interest ("OCI"). For purposes of this Policy, an OCI is defined as any relationship, interest, commitment or obligation that may adversely affect or be in conflict with the services that UCLA performs as a federal awardee or contractor.

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."*

UCLA does not currently provide SETA services to NASA; therefore, as outlined in FAR Subpart 9.5, no potential for conflict of interest exists. Additionally, our PI is providing research and development hardware that is not commercially manufactured nor does it appear NASA will require open bids for any design decisions made in Phase A.

- 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.

NASA and UCLA has not identified any potential or actual OCI.

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

NASA and UCLA has not identified any potential or actual OCI.

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

All sensitive material will be protected by being stored on a secure electronic mail server, or the PIs lap top computer that uses full disk encryption.

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

There are no organizational separation procedures required beyond the protection and safeguards outlined in the previous response.

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.

NASA and UCLA has not identified any potential or actual OCI.

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

NASA and UCLA has not identified any potential or actual OCI.

IV. DISCIPLINE FOR NONCOMPLIANCE:

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

UCLA does not have any organizational policy specifically regarding OCI violations.

B. Describe all disciplinary actions up to and including termination.

NASA and UCLA has not identified any potential or actual OCI.

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.

*The PI currently has an NDA with **REDACTED**. There are no other employees authorized to have access to sensitive information during the course of work under Phase A.*

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.

There are no other employees authorized to have access to sensitive information during the course of work under Phase A.