



ATTACHMENT 10

ORGANIZATIONAL CONFLICT OF INTEREST

MITIGATION PLAN

FOR GPS III

28 March 2008

Global Positioning System III (GPS III) Space Segment

Organizational Conflict of Interest Mitigation Plan

Version 3.0

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**

**Steve Thogersen
Sr. Contracts Manager
Space Systems Company**

**Terry Schooley
Contracting Officer
SMC/PK**

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

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

CONTENTS

	Page
1. INTRODUCTION.....	1
1.1 Identification of Potential OCI Processes	1
2. OCI SITUATION.....	3
2.1 GPS III Space Segment Interaction with OCX Down-Select Contractor Teams.....	4
2.2 Mission User Equipment	6
2.3 Sandia National Laboratory as GPS NDS Provider	7
2.4 Team Member Potential OCI Disclosures	8
3. DIRECTIVE	9
4. INTERPRETATIONS	9
5. RESPONSIBILITIES	9
6. DEFINITIONS	10
7. LMSSC GPS III SPACE SEGMENT MITIGATION MEASURES.....	12
7.1 GPS III Space Segment Organizational Isolation	12
7.2 GPS III Space Segment Physical Isolation	12
7.3 OCI Briefing, Acknowledgement, NDA, and Certification.....	13
7.4 OCI Working Group.....	13
7.5 SPI Information Handling and Protection.....	14
7.5.1 Marking and Identification.....	14
7.5.2 Physical Control of SPI.....	15
7.5.3 Digital Environment Protections.....	15
7.5.4 Third Party Proprietary Information Protections	16
7.5.5 Team Member Information and Handling Protections	17
8. CDRL AND OTHER DATA SUBMITTALS.....	18
9. OCI TRAINING AND EDUCATION.....	18
10. PERSONNEL TRANSFERS.....	18
11. DISCLOSURE OF SPECIFIC OCI CONCERNS.....	18
12. TEAM MEMBER FLOWDOWN	19
13. INADVERTENT DISCLOSURE OF SPI.....	19
14. AUDIT	19
15. VIOLATIONS AND ENFORCEMENT	20

APPENDIX A	SENSITIVE PROGRAM INFORMATION NON-DISCLOSURE AGREEMENT/OCI BRIEFING STATEMENT (LMC EMPLOYEES)	21
APPENDIX B	SENSITIVE PROGRAM INFORMATION NON-DISCLOSURE AGREEMENT/OCI BRIEFING STATEMENT (GPS III SPACE SEGMENT TEAM MEMBERS)	22
APPENDIX C	EXIT INTERVIEW ACKNOWLEDGEMENT REGARDING ORGANIZATIONAL CONFLICT OF INTEREST (OCI)	23
APPENDIX D	DISCLOSURE OF POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST (OCI).....	24
APPENDIX E	RELEASE OF 3RD PARTY PROPRIETARY INFORMATION	25
EXHIBIT A	TEAM MEMBER / TEAMMATES OCI AND DISCLOSURES.....	26
EXHIBIT B	EXHIBIT B SUBCONTRACTOR TEAMMATES OCI CERTIFICATION AND OR PLANS.....	36
EXHIBIT C	SMC ORGANIZATIONAL CONFLICT OF INTEREST CHECKLIST	138
EXHIBIT D	LM CORPORATE POLICY STATEMENT CPS-034, “ORGANIZATIONAL CONFLICT OF INTEREST”	143
EXHIBIT E	LM CORPORATE POLICY STATEMENT CPS-710, “PROTECTION OF SENSITIVE INFORMATION”	150
EXHIBIT F	LM CORPORATE POLICY STATEMENT CPS-707, “GOVERNMENT AND COMPETITOR”	162
EXHIBIT G	LM SSC POLICY – “SENSITIVE INFORMATION”	164

LIST OF FIGURES

		Page
1-1	Lockheed Martin Corporation Screening Process	2
2-1	Lockheed Martin Space Systems Company Organizational Chart.....	4
2-2	Lockheed Martin Corporation GPS Segment Programs	6
7.5-1	E-mail Communication Tagging.....	15

ACRONYM LIST

A&AS	Advisory & Assistance Services
BE	Business Element
CEO	Chief Executive Officer
CPS	Corporate Policy Statement
DOE	Department of Energy
ESBA	Electronic Systems Business Area
FAR	Federal Acquisition Regulation
FOIA	Freedom of Information Act
FOUO	For Official Use Only
GDAIS	General Dynamics Advanced Information Systems
GFE	Government Furnished Equipment
GPS	Global Positioning System
GPSW	Global Positioning System Wing
IDE	Integrated Digital Environment
ISE	Infinity Systems Engineering
IWTA	Intra-Lockheed Martin Work Transfer Agreement
KDP	Key Decision Point
LMC	Lockheed Martin Corporation
LM IS&GS	Lockheed Martin Information Systems and Global Services
LM MC&SS	Lockheed Martin Mission Combat and Support Solutions
LM S&NS	Lockheed Martin Surveillance and Navigation Systems
LMSSC	Lockheed Martin Space Systems Company
LOB	Line of Business
NDA	Non-Disclosure Agreement
NDS	Nuclear Detonation (NuDet) & Detection Subsystem
NNSA	National Nuclear Security Administration
OCI	Organizational Conflict of Interest
OCIWG	Organizational Conflict of Interest Working Group
OCX	Next Generation Control Segment
PCO	Procuring Contracting Officer
PD	Program Director
PM	Program Manager
PUR	Proposal Update Request
SE	Systems Engineering
SE&I	Systems Engineering & Integration
SETA	Systems Engineering & Technical Assistance
SI	Systems Integration
SMC	Space & Missile Systems Center
SPI	Sensitive Program Information
USAF	United States Air Force
VP	Vice President

1. INTRODUCTION

The purpose of this Plan is to address the identification, avoidance and/or mitigation of organizational conflict of interest issues and concerns associated with the Global Positioning System III Space Segment (GPS III) program for the Lockheed Martin (LM) GPS III contractor team. The Plan is intended to provide the LM GPS III Team with the necessary policies and procedures to identify, avoid, and/or mitigate Organization Conflict of Interest concerns and issues in accordance with the requirements of SMC-H011 “GLOBAL POSITIONING SYSTEM III ORGANIZATIONAL CONFLICT OF INTEREST” (JUN 2007) (DRAFT) clause and FAR 9.5 Organizational and Consultant Conflicts of Interest. This Plan also establishes organizational and physical isolation of the LM Space Systems (LMSSC) GPS III Program, including teammates which will perform the GPS III contract, from all other GPS segment contract work performed at Lockheed Martin Corporation, except for GPS IIR activities. The remainder of the GPS IIR Program and the GPS III Space Segment will be performed by common personnel in co-located facilities and thus will operate under the same OCI Mitigation requirements and restrictions imposed for the GPS III Space Segment under this Plan. Organizational charts reflecting this organizational isolation are found at Section 2.0 below. This Plan is also applicable to LM GPS III subcontractors, internal teammates and consultants. In order to establish the organizational isolation of the GPS III Program, LM has taken the following steps:

- The LM GPS III Program is a separate, fully firewalled, organizational entity within the LMSSC Surveillance & Navigation Systems (LM S&NS) line of business, chartered to perform the GPS III contract.
- The LMSSC Executive Vice President, Joanne Maguire, and LM S&NS Vice President, Rick Ambrose recognize the critical nature of the LM GPS III Program and the requirement for a robust OCI firewall and other measures provided in this OCI Plan to mitigate any potential OCI issues that may arise during the performance of the GPS III contract.
- The LM S&NS VP, Rick Ambrose, has been specifically charged with maintaining the independence of the GPS III Program by preventing inappropriate information flows into or out of the GPS III Program that could otherwise serve to provide an unfair competitive advantage or bias the Program’s judgment in supporting the Government in performance of the GPS III Contract effort.
- The Executive Vice President of Space Systems recognizes the requirement for the LM GPS III Program to provide independent and impartial advice and assistance to the Government.
- LM GPS III Space Segment Program will operate under a profit/loss center reporting directly to the LMSSC Executive Vice President. This profit/loss center will be separate and distinct from any other profit/loss center associated with any other GPS Segment contract

This isolation of the LM GPS III Space Segment Program along with other enhanced mitigation techniques included within this Plan establishes the environment that enables the GPS III Space Segment Program Team to provide unbiased, impartial, and objective advice and assistance to the Government while also providing the best value to the Government.

1.1 Identification of Potential OCI Processes

Lockheed Martin is committed to ensuring a systematic approach is in place to identify and avoid, mitigate, or neutralize OCI issues, whether actual, potential, or perceived, on all of our contracts governed by the Federal Acquisition Regulation (FAR). This Organizational Conflict of Interest (OCI) Mitigation Plan is compliant with requirements of the FAR and SMC - H011, “GLOBAL POSITIONING SYSTEM III ORGANIZATIONAL CONFLICT OF INTEREST” (JUN 2007)

(DRAFT) and LM Corporate Policy Statement (CPS)-034, “Organizational Conflict of Interest,” attached as Exhibit D below. The success of LMSSC’s OCI program is based upon early identification of potential OCI issues and timely communication between corporate headquarters and potentially impacted corporate business areas, Team Members, and LMSSC customers, as applicable. The Lockheed Martin OCI Reporting System, depicted in figure 1-1, provides for a corporate-wide early warning and identification process, the purpose of which is to provide all operating elements of the corporation notification of an actual or potential OCI issue associated with any new business opportunity during the pre-acquisition phase. The notification to all operating elements is in the form of an “OCI Screening” letter and is mandatory when the business opportunity either contains an OCI clause or the statement of work has the potential to cause an OCI. Impacted operating elements respond with a description of the potential OCI issue and a recommended approach to eliminate or mitigate the issue. When an OCI mitigation approach is warranted, the performing business entity incorporates necessary safeguards in its OCI Mitigation Plan. Proactive screening and resolution of potential OCI issues reinforce the Corporation’s stated intention to conduct its business in accordance with the highest standards of ethics and integrity.

All Team Members have performed a screening for potential OCI issues. These disclosures are listed in Exhibit A, “Team Members/Teammates OCI Disclosure Tables”, and they were also required to execute a certification confirming their compliance with OCI requirements. All Team Members who certified under this plan are listed in Exhibit A, Team Member/Teammates Disclosure Table. Team members who submitted a Team Member OCI Mitigation Plan have done so in their specific Exhibit B Certification, attached and incorporated therein. All Team Members are bound as follows:

- All Team Members must accept all terms and conditions of the LMSSC GPS III Space Segment OCI Mitigation Plan.
- All Team Members must disclose any and all potential OCI and submit an organizational chart and narrative depicting their implementation of OCI mitigation measures.
- All Team Members must sign the certification shown in Exhibit B, Team Member/Teammate OCI Compliance Certification.

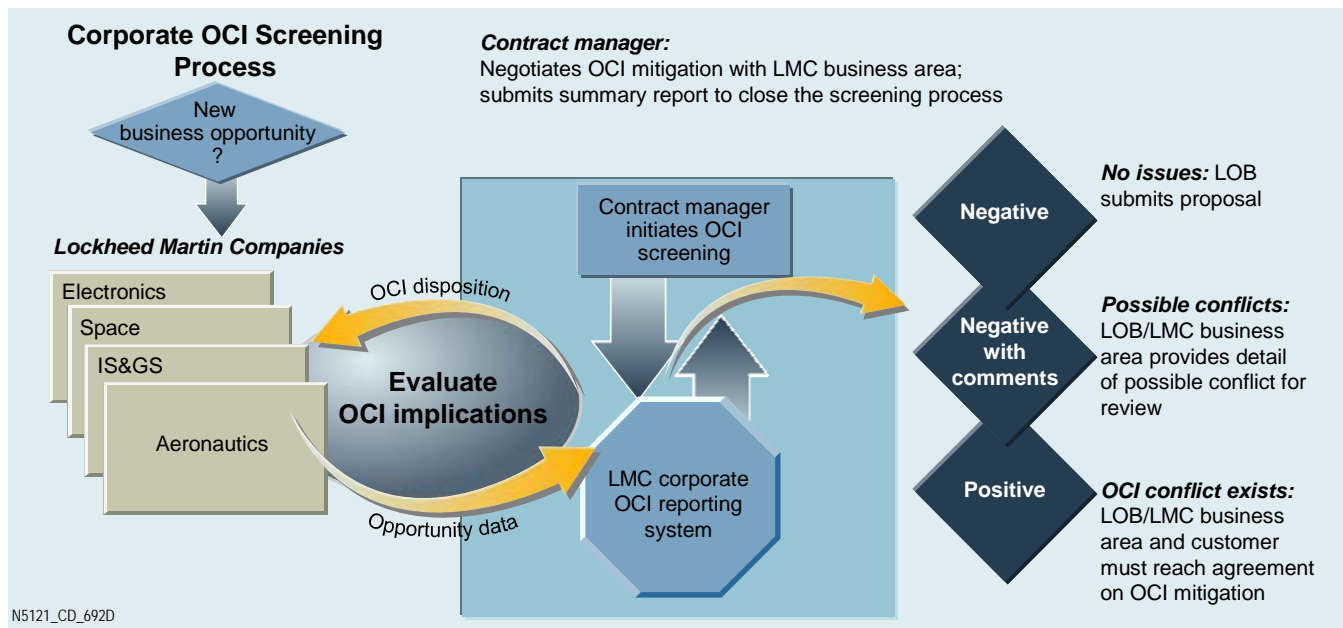


Figure 1-1 Lockheed Martin Corporation Screening Process

- The full implementation of the LMSSC GPS III OCI Mitigation Plan applies at this time to those Team Member/Teammates who indicated any potential OCI concerns per Exhibit A.
- Team Members must acknowledge their ongoing duty to disclose any potential OCI that may arise.

To assure continuing attention and compliance with reporting of any potential OCI or matters of ethics and standards of conduct on the part of all Lockheed Martin employees, the Lockheed Martin Corporation has established a Corporate Ethics Office. This Office is headquartered in Bethesda, Maryland, and is charged with the responsibility for 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 Chief Executive Officer (CEO) of the Corporation, via facsimile at (301) 897-6442, e-mail at corporate.ethics@lmco.com, or mail at P.O. Box 34143, Bethesda, Maryland 20827-0143. Reporting of OCI concerns and issues can also be made by anonymous letter or telephone calls to the Lockheed Martin Corporate Ethics Officer. Information with respect to this office and its accessibility to employees is a topic of awareness training identified in 9, OCI Training and Education. Reports of possible violations can be made anonymously if desired by the employee.

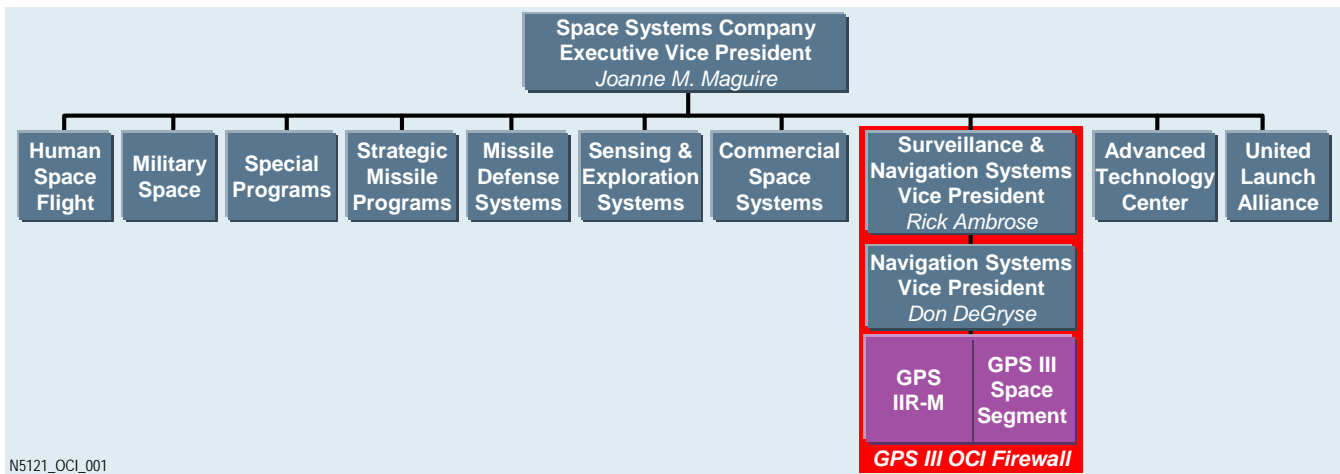
2. OCI SITUATION

Lockheed Martin Space Systems Company (LMSSC) is pursuing the GPS III Space Segment acquisition with the intent of receiving a contract from the USAF that could result in the development, production, and operational support of up to 32 spacecraft over the life of the program. In developing its approach to meet the Government's articulated expectations of a low-risk, high-confidence program, LM has formed a team comprised of internal corporate entities and external corporations and companies to provide the necessary engineering, services, and components to ensure mission success and satisfaction of Government expectations.

Many of the teammates of the LMSSC team are involved or will be involved with other contracts and procurements associated with the GPS III Space Segment, the Ground Segment (GPS OCX), the Mission User Equipment, and the System Engineering and Integration Contract. This situation has caused LM to implement a very rigorous approach to ensure that Organizational Conflicts of Interest (OCI) do not occur. This plan describes the actions LMSSC has undertaken and will follow to preclude the occurrence of OCI situations internal to LM as well as by its subcontractors and suppliers.

As noted previously and in figure 2-1, Lockheed Martin Space System Company (LMSSC) is the business area that will perform GPS III Space Segment upon award. The GPS III Space Segment program will be firewalled within the Surveillance & Navigation Systems line of business (LOB). Responsibility for program execution is in the Navigation Systems Division of S&NS which is the business entity receiving the award of the contract. In addition, LMSSC performs on the GPS IIR contract and LM IS&GS is a subcontractor to the Boeing Corporation performing the GPS IIF contract (see detailed program list below). These contract efforts represent a "fair competitive advantage" to Lockheed Martin as the developer as defined in FAR 9.505-2 (a) (3) and do not represent an OCI with regards to GPS segment contracts. However, to ensure fairness and propriety during the competitive and execution phases the Lockheed Martin GPS III Space Segment Team will enter into Associate Contractor Agreements with the following entities, per direction from the Government:

- LM Space Systems for the GPS IIR-M Contract #_F04701-89-C-0073



N5121_OCI_001

Figure 2-1 Lockheed Martin Space Systems Company Organizational Chart

- Boeing Company for the GPS IIF # F04701-96-C-0025_
- L-3 Interstate Electronics Corporation for GPS User Equipment # FA8807-06-C-0003
- Northrop Grumman Corporation for GPS OCX # FA8807-05-C-0015
- Raytheon Corporation for GPS User Equipment # FA8807-06-C-0004
- Raytheon Corporation for GPS OCX # FA8807-05-C-0013_
- Rockwell Collins for GPS User Equipment # FA8807-07-C-0001
- Los Alamos National Laboratory for Nuclear Detection System # DE-AC52-06NA25396
- SAIC for the GPS SE&I Contract # FA8807-07-C-0002
- United Launch Alliance for Launch Vehicles # TBD

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, as well as all other GPS segment programs or proposal efforts. 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 these OCI measures. This corporate commitment will include an annual certification of our compliance with this Plan to the Government by an LMSSC Vice President or above.

2.1 GPS III Space Segment Interaction with OCX Down-Select Contractor Teams

The GPS OCX competition has been down-selected to two contractors, Northrop Grumman Space and Missile Systems and Raytheon Company Intelligence and Information Systems. These contractors are planned to perform through a Key Decision Point (KDP) B Milestone for a GPS OCX award to one contractor after a final down-select. Lockheed Martin IS&GS was a competitor in the OCX competition, but was not selected as one of the two ‘down-select’ prime contractors. Should IS&GS join one of the GPS OCX down-select contractors as a subcontractor, both LM IS&GS and LM SSC will need to implement and adhere to strict OCI Mitigation controls and practices, as had been originally contemplated when LM IS&GS was envisioned as an OCX down-select prime contractor. The physical, organizational, and information segregation between LM SSC (as the Space Segment prime) and IS&GS

(as an OCX segment subcontractor) will be just as rigorous as had been planned under the IS&GS OCX Prime scenario.

It is essential that the GPS III Space Segment contractor deal with both GPS OCX down-select contractor teams on an equal, arms-length basis. Our OCI Mitigation Plan, including the flow-down to our Space Segment subcontractors, establishes the framework to ensure that this arms-length approach is consistently followed.

Subcontractors on our GPS III Space Segment team, include General Dynamics Advanced Information Systems (AIS), Northrop Grumman Navigation Systems Division, Infinity Engineering Systems, and ITT Space Systems, which have specific corporate interests in the final GPS OCX down-select. Specific disclosures from these subcontractors (as well as all other Space Segment subcontractors) are included in Exhibit A of this Plan. These disclosures address the specific areas of potential conflict, and identify the means employed within each subcontractor's organization to mitigate these potential conflicts. In addition, the role of Lockheed Martin SSC as the Space Segment prime responsible for leadership of IPT's and for the content of final designs and deliverables to the GPSW, provides the necessary buffer to prevent undue influence by any single subcontractor on the Space Segment team. The open decision making environment that includes the Government as a key participant serves to expose any potential bias and allow for consensus decision making regarding the Space Segment. Lockheed Martin has identified the OCI Period related to OCX as beginning the day of the award of the Space Segment contract, and ends upon the award to a single contractor of the Phase B OCX contract and Government concurrence that OCI firewalls can be dropped or modified as needed to protect the Government's acquisition process (the "OCI Period" for OCX).

As represented in figure 2-2, the GPS III Program, under LMSSC, falls within the Surveillance and Navigation Systems line of business. While the Lockheed Martin GPS OCX team led by LM IS&GS was not down-selected in that competition, and is not currently a subcontractor on any down-select OCX contractor team, it is presumed that IS&GS will obtain such a role; therefore, our plans for separate OCI Mitigation Plans and controls remains in place. We have taken steps to eliminate any sharing of personnel between the Space Segment activities and those of the LM IS&GS business unit pursuing an OCX role. No personnel support both activities, and this will continue through the end of the OCI period for OCX. Both LM SSC and LM IS&GS will implement these OCI Plans and controls upon award of our respective prime contract or subcontracts. LMSSC proposes the Government establish a methodology for communication between the GPS III Space Segment and the GPS OCX down-select contractors such that Government controlled meetings and information ensures that both competitors receive the same information at the same time. This activity could be performed through the use of Government-sponsored technical exchange forums consisting of all affected GPS OCX contractors and the GPS III Space Segment contractor. The GPS III Space Segment Program Director and Contract Manager are specifically charged with supporting the Government in establishing technical exchange forums as requested by the Government.

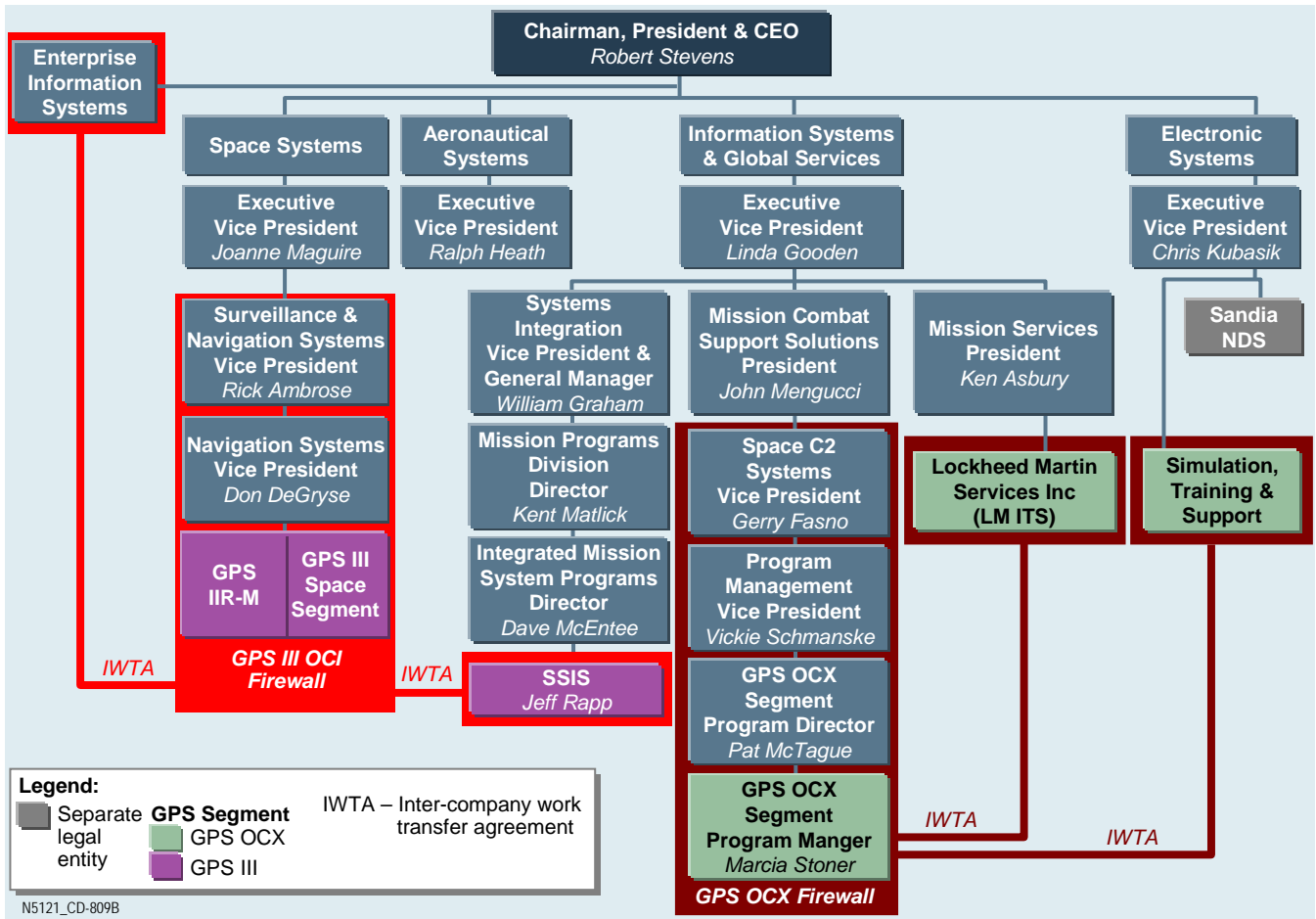


Figure 2-2 Lockheed Martin Corporation GPS Segment Programs

In support of the physical, information, and organizational separation between LMSSC and LM IS&GS, it should be noted that LM IS&GS is a separate profit and loss center, operates under a separate disclosure statement, and has separate billing and labor rates from the LMSSC business area that will perform the GPS III Space Segment contract. LMSSC Navigation Systems and LM IS&GS M&CSS are physically and organizationally segregated within the Lockheed Martin Corporation.

2.2 Mission User Equipment

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. Any team member may be involved in a federal, state, commercial, or international activity that could result in the procurement of equipment that will use the GPS III signal, for example, the LM F-35 aircraft (Contracts N00019-02-C-3002 and N00019-06-C-3002). While in and of themselves these situations do not create an OCI or even the appearance of an OCI, LMSSC will require review of these

situations in accordance with the OCI Screening process shown in Figure 1-1. Should an OCI situation, or appearance thereof, be found to exist, then actions will be undertaken to timely mitigate them.

2.3 Sandia National Laboratory as GPS NDS Provider

The Sandia National Laboratory (Sandia Labs) operates as a separate legal entity under the Electronic Systems Business Area of Lockheed Martin Corporation. Sandia Labs has a separate contract with SMC to provide the NDS payload to the GPS III Space Segment contractor as Government Furnished Equipment (GFE). Lockheed Martin SSC does not believe that there is an actual OCI issue with respect to the GPS III Program and Sandia Labs contract with SMC to provide the NDS Component of the GPS III Space Segment. LMSSC and Sandia Labs do not have direct communications. Rather, the two parties engage with the National Nuclear Security Administration (NNSA) at Los Alamos as an intermediary. LMSSC has no ability to enhance the NDS payload performance. The ICD between GPS III and Sandia Labs is derived from a GPS Wing (GPSW) provided document and has been submitted for review and concurrence by the GPSW and by NNSA. LMSSC will accept the payload provided by Sandia Labs and integrate the GFE to support payload and GPS III Space Segment testing. Analysis of data obtained from testing of the NDS payload after installation on the Segment will be conducted by and under the auspices of the NNSA. Neither LMSSC nor Sandia Labs will review the data before the NNSA receives it. Similarly, analysis of the on-orbit NDS mission data will be accomplished by NNSA without any intervention by LMSSC or Sandia.

There may, however be a potential perception of an objectivity/bias OCI issue with respect to GPS III Space Segment effort and Sandia Lab's contract requirement to work with the Government to coordinate with the GPS III Space Segment and GPS III OCX Contractors to determine interface requirements between the NDS Payload, GPS III Space Segment and GPS III OCX systems. The following discussion provides our assessment and recommended 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, separate disclosure statements and are separate profit and loss centers. Sandia Labs is also organizationally, geographically, physically and informationally isolated from the LMSSC and the LMGPS III Program.
- The LM GPS III Space Segment Program team will operate behind an OCI firewall, and GPS III Space Segment sensitive program information will not be shared outside the firewall, thus preventing Sandia Labs from having inappropriate insight into the GPS III Space Segment architecture.
- Sandia is not part of the GPS III Program team, and is under contract to the Government to provide the NDS component of the GPS III Space Segment as GFE.
- LMSSC recognizes, however, that a perception of an OCI may exist, with respect to the generation of Interface Control Documents for the NDS Component. In order to mitigate that perception, LMSSC recommends that the following steps be taken:
 - Any discussion with Sandia Labs with respect to the NDS Component will be coordinated through the use of Government-sponsored technical exchange forums consisting of Sandia Labs and all affected GPS OCX, and GPS III Space Segment contractors to ensure that all competitors are provided equal access to data.
 - The Government controls the release of NDS Component documentation through the use of the GPS III Library or by other means as determined by the Government.

- Requests for NDS Component documentation by the GPS III Space Segment Contractor are directed through the GPS Wing and not addressed directly to Sandia Labs.

All information provided by Sandia Labs for the GPS III Space Segment Contractor should 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, combined with the LM GPS III Space Segment Program firewall, will serve to protect sensitive information and mitigate potential OCI bias issues through the use of Government-sponsored technical exchange forums consisting of Sandia Labs and all affected GPS OCX contractors, and the GPS III Space Segment contractor.

2.4 Team Member Potential OCI Disclosures

Each of our Team Members conducted an internal review and determination regarding any actual or apparent OCI issues or concerns in relationship to their anticipated work effort on the LMSSC GPS III Space Segment Program. LMSSC provided each Team Member a letter which required each Team Member to certify the results of their internal determination. Exhibit A Team Member OCI Disclosures and Disclosure Table (i) identifies our Team Members, (ii) the work area each will likely provide support on the GPS III, and (iii) disclosure of potential OCI issues known at the time of the proposal submission, for review by the SMC Contracting Officer. Detailed disclosures and their implementation of OCI mitigation measures can be found in Exhibit B.

Any changes in the team composition or organizational structure will be submitted in a reasonable time frame to the SMC Contracting Officer in advance of any such change. Such notification will include a determination of any potential OCI and any impact to this OCI Mitigation Plan.

3. DIRECTIVE

All Lockheed Martin GPS III Space Segment Program team personnel, inclusive of all internal Corporate entities and affiliated Team Members or consultants assigned to the GPS III Space Segment Program (hereby referred to as “GPS III Space Segment Program team”) will comply with the procedures set forth herein.

Changes to this OCI Mitigation Plan will be coordinated with, and approved by, the GPS III Space Segment Contracting Officer. Included in the scope of changes will be additions or removal of Team Members as well as potential OCI situations occurring with our Team Members 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

The responsibilities associated with this Plan are stated below with specific procedural responsibilities cited in the attached Appendices.

LMSSC Vice President, Surveillance and Navigation Systems: Executive responsibility for protecting the integrity of this OCI Mitigation plan by preventing inappropriate information or influence from flowing into or out of the GPS Space Segment Program that may serve to bias the Program’s execution of the GPS Space Segment Contract.

LMSSC Vice President, Navigation Systems Division: Responsible for providing executive oversight to all LMSSC GPS Programs, both GPS IIR-M and GPS III. Ensures outstanding performance in contract execution to include OCI compliance. Interacts with counterparts elsewhere in LM and with executives of supplier companies to address corporate commitment to program execution including OCI situations.

LMSSC Vice President, Contracts Management: Provides Contracts Management oversight, guidance and policy direction to all LMSSC lines of business. Acts as the key Contracts advisor to the LMSSC Executive Vice President. Responsible for the conduct of the annual audit of GPS III Space Segment compliance with this Plan and for reporting of audit findings to the Program, Navigation Systems Division, Surveillance and Navigation Systems line of business, and SSC Executive Management.

LMSSC GPS III Space Segment Program Director (PD): Assumes the overall responsibility for management and execution of this Plan for the GPS III Space Segment Program. The PD is responsible for supervision of the activities of the managers reporting to her/him. The PD is ultimately responsible for approving employees transferring in or out of the GPS III Space Segment Program.

LMSSC GPS III Space Segment Contracts Manager: Responsible for maintaining the most current version of this Plan, for interpretation of this Plan and for ensuring that all employees are properly trained concerning OCI matters. This individual leads the LM GPS III Space Segment OCI Working Group and is also responsible for ensuring adherence to this Plan by all GPS personnel and maintaining all current and accurate records of compliance, including, but not limited to, access lists, certifications, NDA, disclosure documents, and audit reports. All Plan related material will be located in Newtown, PA with the GPS III Contracts Manager. In addition, this individual is responsible for approving all requests

to obtain hardcopy and softcopy information about the program and for approving the subsequent release of that information. Any potential OCI issues shall be immediately referred to the PD for investigation and disposition. Any OCI issues or any personal conflict of interest issues will be reported timely to the SMC Contracting Officer for review and resolution.

LMSSC GPS III Contracts Manager: Pete Sarcewicz at 215-497-2621.

LMSSC GPS III Space Segment Subcontracts Manager: Responsible for flowing the provisions of this Plan down to Team Members and consultants and ensuring adherence to all OCI identification, avoidance, and mitigation requirements of the Plan. Compliance with this OCI Mitigation Plan shall be made a material requirement of all subcontracts and consulting agreements under the GPS III Space Segment Contract. The GPS Space Segment Subcontract Manager will ensure the Contracts Manager receives a copy of all executed Appendix B documents.

LM GPS III Space Segment OCI Working Group: An OCI Working Group (OCIWG) led by the GPS III Contracts Manager, will be responsible for providing advice and support to the Program Director and Contracts Manager in the execution of this Plan. Details of the Working Group's activities are addressed in Section 7 below.

Corporate Contracts Director: Provides corporate oversight to all LMC businesses regarding Corporate OCI policy, CPS-034 implementation and compliance. This Director will assist with the annual audit as requested.

LMSSC GPS III Space Segment Personnel: Responsible for understanding this OCI Mitigation Plan and executing the Sensitive Program Information Non-Disclosure Agreement/OCI Briefing Statement, (Appendix A (LMC) or Appendix B (Team Member)) and complying with this OCI Plan along with their respective employer's policies and procedures and ethical business practices with respect to OCI and any agreements for compliance made between their firms and Lockheed Martin.

6. DEFINITIONS

The definitions shown in this section have been extracted from SMC H-011 of the RFP and inserted without change. In accordance with Section L-7.4.3 of the RFP, this clause is being submitted as a DRAFT and is expected to be negotiated and tailored by the parties depending on the unique circumstances and finalized in accordance with section 3 above.

- "Conflicted Team Member" means the GPS IIIA prime contractor or any GPS IIIA team member who has a conflicted relationship with another contractor related to the GPS Enterprise.
- "Contractor" means the business entity receiving the award of this contract. It does NOT include the entity's parent, or other affiliates, divisions or subsidiaries of that parent entity.
- "Development" means all efforts toward solution of broadly defined problems. This may encompass research, evaluating technical feasibility, proof of design and test, or engineering of programs not yet approved for acquisition or operation.
- "Division" means a business entity that maintains organizational, geographic, and data separation and protection separation from the entity's parent. "Division" also means a business entity that maintains organizational, geographic, and data separation and protection separation from other entities owned by, affiliated with, or a division or subsidiary of that parent company, corporation or organization.
 - "Organizational Separation" means the management, program staff, and administrative support staff of the "division" participating in this contract resides in a separate business entity of the parent company, corporation or organization and reports through a separate management chain

than the management, program staff, and administrative support staff of any other "division" participating in the GPS segment contracts.

- "Geographic Separation" means, at a minimum, the GPS IIIA program contractor employees must work in separate office buildings than management, program staff, and administrative support staff working on any other GPS segment contracts.
- "Data Separation and Protection" means the management, program staff, and administrative support staff of the "division" participating in this contract must implement and maintain information-handling procedures to ensure that data related to GPS III is not accessible by the management, program staff, and administrative support staff of any other "division" participating in the GPS segment contracts or higher management of the parent company, corporation or organization. This separation must be controlled and monitored.
- "GPS Enterprise" means the collection of all systems that provide the Global Positioning System capability.
- "GPS IIIA" includes all work performed under the GPS IIIA contract.
- "GPS segment" means the GPS space, ground, user equipment segments and SE&I contract.
- "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 or restricted data, trade secrets, sensitive financial information, and computer software; and may appear in cost and pricing data or involve classified information.
- "Sensitive Government Information" means information that may be exempt from mandatory release to the public under the Freedom of Information Act (FOIA) and that can be marked "For Official Use Only" (FOUO). It includes Source Selection Information, as that term is defined in FAR 2.101, "Definitions", and any analyses or other work submitted to the Government under this contract when designated as such by the Contracting Officer.
- "Sensitive Program Information (SPI)" means any information obtained by or created on the Program that is identified or marked as "Proprietary Information", "Source Selection Sensitive Information", "Competition Sensitive Information", or "For Official Use Only".
- "Systems engineering" means preparing specifications, developing test requirements, and evaluating test data.
- "Systems Integration" means identifying and resolving interface problems, documenting interfaces, coordination among internal and external organizations, and ensuring system integrity throughout the product development life cycle.
- "Systems Engineering and Integration (SE&I)" or "GPS SE&I" means the systems engineering and integration support to the Global Positioning Systems Wing (GPSW) provided by SAIC.
- "System" or "GPS System" means the collection of GPS segments.
- "System Life Cycle" means all phases of the GPS development, production, operation or support.
- "Team Member" means a party to this contract in a relationship by subcontract at any tier, interdivisional work authorization or other working arrangement with a "sister" entity within a company, partnership agreement, joint venture, vendor, purchase order arrangement, or other binding relationship between any parties to this contract at any level. Individual employees are not team members.
- "Third Party Proprietary Information" or "TPPI" means a classification of Special Program Information (SPI) that consists of information proprietary to a non-Lockheed Martin entity received under specific contractual arrangement with that third party (e.g., an NDA).

- "Within the Government" means within the GPSW including the Aerospace Corporation, MITRE, BTAS and GPS A&AS SETA contractors.

7. LMSSC GPS III SPACE SEGMENT MITIGATION MEASURES

The following OCI mitigation procedures are applicable to all members of the GPS III Space Segment Program team including Team Members and represent common operational measures for the entire GPS III Space Segment Program regardless of company affiliation.

The general construct is to:

- Firewall the LMSSC GPS III Program from the LMIS&GS GPS-OCX Program-related contracts/programs through organizational, physical, and informational isolation after the GPS III contract is awarded and until the OCX Segment contract is awarded.
- Prevent the disclosure of SPI outside the GPS III Space Segment Program team.
- Prevent inappropriate influence from flowing into or out of the GPS III Space Segment Program Team.

7.1 GPS III Space Segment Organizational Isolation

This Plan emphasizes the organizational and physical isolation of the GPS III program from the other GPS segment contracts or proposal efforts. It establishes an environment that prevents inappropriate information flowing out of the GPS III program that could otherwise serve to provide an unfair competitive advantage.

This organizational isolation is achieved by management of the GPS III program separately from all other GPS segment contracts, other than GPS II activities. The GPS III will be performed by the Navigation Systems Division under the Surveillance and Navigation Systems line of business within LMSSC. The LMSSC Executive Vice President has committed to the organizational isolation of the GPS III Space Segment team and has provided an executive commitment letter separately to SMC.

The Navigation Systems Division is the performing entity for the GPS III Space Segment and operates under the same Cost Accounting Standards Disclosure Statement as LMSSC; however, the Navigation Systems Division has its own financial, business, and marketing objectives separate and independent from those of other LMSSC and LMC businesses. The LMSSC Disclosure Statement and cost collection system establishes labor rate structures that are separate from other Business Areas. Likewise, LMSSC's provisional billing rates are unique and separate from other Business Areas.

The organizational isolation of the Navigation Systems Division and its GPS III Space Segment Program has been approved by the Lockheed Martin Executive Vice President of LMSSC.

LMSSC has an approved Cost Accounting Standards Disclosure Statement and an approved Cost Estimating System. Government questions may be referred to:

Divisional Administrative Contracting Officer
Defense Contract Management Agency
P.O. Box 179, MS A-18
Denver, CO 80201-0179

7.2 GPS III Space Segment Physical Isolation

The GPS III Space Segment program will reside in and perform all work in controlled access facilities or work areas separate from other GPS segment contract or proposal teams and precluding access by other GPS segment contracts or proposal teams Segment. Only GPS III Space Segment program team personnel who have received OCI compliance training and executed the required Non Disclosure

Agreement shall be given unescorted access to GPS III Space Segment program facilities and work areas. Personnel authorized for unescorted access shall be issued and required to wear a badge indicating this status. The LMSSC GPS III Space Segment Contracts Manager shall maintain an access list in electronic format for all GPS III facilities and locations. Lists will be updated whenever individuals are added to or depart from the program and verified for accuracy on a monthly basis. All GPS III Space Segment Program Team personnel working on-site at Government locations will adhere to all agency controlled access requirements.

Current GPS III offices areas are located at:

- 100 Campus Drive, Newton, PA 18940
- 200 Mall Blvd, Bldg 10, King of Prussia, PA 19406
- 12257 S. Wadsworth Blvd, Littleton CO 80125 (Space Support North Annex Bldg)
- 1250 Academy Park Loop, Colorado Springs, CO 80910
- Cape Canaveral Air Force Station, FL (co-located on Government site)
- 2401 E. El Segundo Blvd, El Segundo, CA 90245

7.3 OCI Briefing, Acknowledgement, NDA, and Certification

All GPS III Space Segment personnel including Team Members and consultants shall sign the Appendix A or Appendix B, Sensitive Program Information (SPI) Non-Disclosure Agreement (NDA)/OCI Briefing Statement before commencement of performance will be permitted. Appendix A and Appendix B bind the individual to keep in confidence any GPS III SPI to which access is granted under the GPS III Space Segment Program, during and subsequent to employment, and stipulates that employees must certify that they are not aware of any information bearing on the existence of any potential OCI or personal conflict of interest. This requirement extends to all personnel supporting GPS III projects and activities, including support functions. Refresher training will be provided annually.

7.4 OCI Working Group

An OCI Working Group (OCIWG) shall provide guidance and assistance to the LMSSC GPS III Program Director and Contracts Manager in the application, implementation, and execution of this Plan for the GPS III Space Segment. The OCIWG shall assist the Program Director and Contracts Manager in the identification, reporting, and handling of OCI concerns; for overall definition, identification, management, and control of SPI. The OCIWG shall assist the Program Director and Contracts Manager to investigate and analyze potential OCI issues or concerns and recommend appropriate mitigation measures. The OCIWG shall assist the coordination of required OCI mitigation activities with the various functional organizations within the Navigation Systems Division. The OCIWG shall assist the Program Director and Contracts Manager in amending this plan as necessary to sufficiently address any new OCI issues. Any amendment to this OCI Mitigation Plan shall be coordinated with the GPS III Space Segment Contracting Officer for approval prior to implementation.

This OCIWG shall operate as a standing team consisting of the Deputy Program Manager, Contracts Manager, Subcontracts Manager, and senior personnel from the Integrated Product Teams of the GPS III Space Segment Program team. Government participation is highly encouraged in the OCIWG.

The GPS III OCI Working Group's principal responsibilities are to:

- Monitor effectiveness of OCI controls in use and advise the GPS III Program Director and GPS III Contracts Manager of the effectiveness of OCI controls within the program.
- Identify and recommend specific LMSSC GPS III Program activities requiring additional SPI controls if any.

- Assist in the investigation of any OCI issues or concerns and make OCI mitigation recommendations to the GPS III Program Director and the GPS III Contracts Manager.
- Assist the GPS III Program Director and GPS III Contracts Manager in the development of proposed new mitigation techniques for SMC Contracting Officer concurrence.
- Assist the GPS III Program Director and the GPS III Contracts Manager in working with the Government to establish technical exchange forums, to ensure all GPS III related information and Sandia Labs GPS NDS contract information is shared equally among the two GPS OCX segment contractors during the down-select phase.
- Assist the GPS III Program Director and the GPS III Contracts Manager in establishing the process to review and certify the CDRLs submitted to the Government are unbiased and objective in accordance with Section 8 below.

7.5 SPI Information Handling and Protection

All GPS III Space Segment Contractor Team personnel working on-site at Government locations will adhere to all agency controlled access requirements. In addition to the GPS III 7.5 measures detailed below, all LMSSC GPSIII Space Segment personnel and sites shall adhere to Lockheed Martin Corporate Policy Statements, CPS-710, Protection of Sensitive Information and CPS-707, Government and Competitor Information, included in the plan by individual GPS III Space Segment personnel as Exhibits E and F respectively. In addition, all GPS III Space Segment personnel shall adhere to LM Space Systems Company Policy L.5-T1-Legal-13.0-D entitled “Sensitive Information”. This Policy is included as Exhibit G of this Plan, and was adopted in December 2007. This policy establishes procedures for the specific protection and handling of Third Party Proprietary Information (TPPI).

With regard to an issue related to TPPI protection on the GPS IIIA program, Lockheed Martin has taken specific actions on this incident of possible TPPI release. The full findings and corrective actions related to this incident have been briefed to the Government and provided in a complete Corrective Actions report submitted under separate cover to the Government on February 27, 2008. This report identified the specific case, identified the mitigating and investigative actions undertaken including immediate computer access denial of persons involved, electronic forensic analysis and clean-up of involved computer files, physical office searches and destruction of released data, sworn statements taken from involved personnel and immediate removal from the program of such personnel, and determinations regarding the extent and impact of the potential TPPI release.

7.5.1 Marking and Identification

Hard and soft copy documents shall be immediately inspected upon receipt to determine whether Third Party Contractor Proprietary information (marked “Proprietary Information”), Government Proprietary information (marked “For Official Use Only” (FOUO)), or “Source Selection Sensitive Information” (marked “Source Selection Sensitive”) are present. 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. E-mail communications are required to be validated as to whether there is any OCI or 3rd Party Proprietary Information via an automated notification on each e-mail, requiring verification by the sender of whether any SPI may be included before any such communications can be sent, as illustrated in figure 7.5-1.

Lockheed Martin File Properties

Author:
Stauffer, Jared

OK
Cancel

Please select the appropriate tag:

Organizational Conflict of Interest (OCI)
GPS III Space Vehicles

Organizational Conflict of Interest (OCI)
 OCI + Lockheed Martin Proprietary Information
 OCI + Export Controlled Information
 OCI + Third Party Proprietary Information

Tagging Information

Contents of this message are subject to contractual organization conflict of interest (OCI) limitations. Access is restricted to authorized employees who have executed non-disclosure agreements. The information is limited for use solely in the performance of the contract on which it was provided or created. If the receiver of this message is not so authorized, contact the sender immediately.

Information in which an individual or entity other than Lockheed Martin Corporation claims a proprietary right or interest.

(Optional OCI classification information.)

Figure 7.5-1 E-mail Communication Tagging

7.5.2 Physical Control of SPI

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 acknowledgement of the training, and sign the Appendix A or Appendix B SPI NDA/OCI Briefing Statement. All SPI shall be controlled in accordance with this OCI Plan.

7.5.3 Digital Environment Protections

The computer systems and tools employed by the GPS III Space Segment Program team operate on Lockheed Martin-owned and operated computer networks, which afford centrally managed firewall, intrusion, and vulnerability management. All system users must have Lockheed Martin issued computer accounts. All data that is generated is stored in segregated, access controlled data drives and databases such as within program specific Integrated Digital Environment (IDE) instances accessible only to GPS III Space Segment Program personnel. Program databases and data repositories utilize role based access

controls to precisely limit access to authorized users. The program employs a rigorous procedure to review and grant access to each tool and data environment, which includes the requirement to validate continued access requirements annually for each authorized user. Access to the LM GPS III Space Segment IDE will only be granted upon notification to the IDE Administrator by the LM GPS III Space Segment Contracts Manager that an individual has completed OCI training, provided written acknowledgement of the training, and signed the NDA.

Electronic control will be implemented by a designated GPS III Space Segment Program directory within the GPS III Space Segment Program IDE for which access is USERID and password restricted to GPS III Space Segment Program authorized personnel only. GPS III Space Segment Program information will be stored in this dedicated directory only. Personnel with access must be OCI trained, have provided written acknowledgement of the training, and have signed the NDA. It is the Contracts Manager's responsibility to ensure access lists are current and accurate. All digital documents will retain original markings per section 7.5.1.

7.5.4 Third Party Proprietary Information Protections

It is recognized and acknowledged that this GPS Space Segment program effort will be a well coordinated effort of technical expertise across a multi-contractor team environment. In addition to the information handling protections set forth herein such that access and use of SPI is strictly controlled, the GPS III Program Director and GPS III Contracts Manager will provide oversight and require compliance with the following protection of third party proprietary information requirements:

- All Third Party Proprietary Information (TPPI) shall be specifically marked in accordance with 7.5.1 and Corporate Policy Statements CPS-710 and CPS-707 and Space Systems Company Policy L.5-T1-Legal-13.0-D entitled "Sensitive Information".
- Company-to-company agreements will be in place to protect other company's information from unauthorized use or disclosure and to refrain from using the information gained for any purpose other than for which it was furnished, copies of which will be provided to the Government .
- Third Party Proprietary Information will receive all of the data protection measures associated with SPI under this Plan.
- Third party proprietary information will not be released without first obtaining approval from the affected third party.
- All external requests for Program Information from other elements of Lockheed Martin Corporation will be made through the respective program Contracts Management function. For data requests coming to the GPS III Space Segment program, the program Contracts Manager will receive such requests, and coordinate with the Program Management team to perform a review of the data for possible SPI or TPPI. No SPI or TPPI data shall be released from the program. The GPS III Contracts Manager shall ensure that any data provided by the program to other LM entities has been reviewed to ensure that no SPI or TPPI is included in the released data.
- All requests from within the GPS III Space Segment program, for data from other Lockheed Martin entities, shall be made through the GPS III Program Contracts Manager, in accordance with the SSC Policy on Sensitive Information. The GPS III Program Contracts Manager will ensure that outgoing data requests are handled in accordance with the policy, are made to the respective Contracts Manager in the other LM entity, and that data received by the GPS III Program has been received via this required channel to ensure that not TPPI has been received from external program sources.
- Upon approval to release any data from the Program, the GPS III Space Segment Contracts Manager will document this via Appendix E, Release of Third Party Proprietary Information, and retain such documents for the duration of the contract.

Protection of third party proprietary information will be emphasized to all employees and team members, by:

- Execution of Appendix A or B Non-disclosure Agreements
- Adherence to SPI Handling and Protection
- Strict compliance with protection of third party proprietary information requirements and Corporate Policy Statements CPS-710 and CPS-707 and Space Systems Company Policy L.5-T1-Legal-13.0-D entitled “Sensitive Information”.
- OCI Training and Education emphasizing the importance of these protections and reminding all employees and team members that they may be subject to civil and criminal liability
- Violations will be subject to enforcement in accordance with Section 15.

7.5.5 Team Member Information and Handling Protections

Team Members who will perform GPS III Space Segment Program work in their corporate locations and on their computer systems must demonstrate management and control of GPS III Space Segment SPI information at a level at least equivalent to that at LM GPS III facilities. Approval by the GPS III Space Segment Program Director and Contracts Manager is required prior to Team Members being allowed to access or generate SPI information on their computer systems.

8. CDRL AND OTHER DATA SUBMITTALS

A list of all CDRLs and data developed and delivered under this contract shall be provided to GPSW/ENI at least once each month for the duration of this contract. The list shall include the title of the CDRL or data, the entity responsible for developing the CDRL or data, the date of the CDRL or data, the individual/office receiving the CDRL or data, and a statement that the LM Navigation Systems division has performed an internal review and certifies that there has been no impaired objectivity or bias in the preparation of the submitted data.

9. OCI TRAINING AND EDUCATION

GPS III Space Segment Program team personnel participate in extensive training on OCI issues. The training specifies that if they encounter a situation described in the contract or FAR Subpart 9.5 in the course of performing their work on the contract, they will disclose any OCI concerns immediately in accordance with Section 11 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 GPS III Space Segment Program Team employees as part of their initial orientation to the GPS III Program and occurs before employees have access to GPS III Space Segment Program information. GPS III Space Segment Program team members also receive periodic refresher training (at least once per year). Training will be conducted by the GPS III Contracts Manager. Documentation of the training will occur at the time training is received, with records maintained by the GPS III Contracts Manager.

10. PERSONNEL TRANSFERS

Upon award of the GPS III Space Segment contract, LMSSC shall not transfer any employee assigned to the GPS III Space Segment Program team to the GPS OCX Program for a period of one (1) year after departing the GPS III Space Segment Program team without prior GPSW approval. LMSSC shall submit a written request for GPSW determination.

All personnel exiting the GPS III Space Segment Program will be required to complete the Appendix C, Exit Interview Acknowledgement, and shall be reminded of their responsibility to continue to protect SPI information received during their performance on the GPS III Space Segment Program and that their employment restrictions apply to assignments they may be contemplating in other companies.

This Section 10 shall be inoperative upon the award of the GPS OCX Program final contract and concurrence by the SMC Contracting Officer.

11. 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.

12. TEAM MEMBER 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 work transfers. Team Member policies and procedures will be subject to audit in accordance with Section 14, AUDIT.

13. INADVERTENT DISCLOSURE OF SPI

While the utmost effort will be employed to avoid any inadvertent disclosure of SPI, in the event that SPI is inadvertently disclosed to unauthorized individuals, the following procedures will be followed.

- Upon discovery of an inadvertent disclosure by any program personnel, the discovery will be reported to the GPS III Contracts Manager, who will within 24 hours fully document the nature of the disclosure via the Appendix D – Disclosure of Potential OCI.
- The GPS III Space Segment Contracts Manager must provide a completed Appendix D to both the GPS III Program Director and the SMC Contracting Officer within five (5) business days of the disclosure.
- The GPS III Contracts Manager will cooperate with any additional requests from the SMC Contracting Officer regarding the specific disclosure.
- All completed Appendix D forms must be kept on file for the duration of the contract and will be maintained by the GPS III Contracts Manager.
- In the event that there is an inadvertent disclosure of third party proprietary information to any GPS III Space Segment personnel, Lockheed Martin will recuse from the program the individuals who received unauthorized access to the material pending completion of an investigation into whether there has been a firewall breach. Reinstatement or permanent recusal will be determined in accordance with CPS-034 (Exhibit D) after all the facts associated with the incident have been evaluated.

14. AUDIT

Lockheed Martin will conduct an annual audit verifying adherence to this Plan. The Vice President of Contracts for LMSSC shall ensure that such audit is conducted by Lockheed Martin personnel independent of the GPS III Space Segment program and independent of Navigation Systems Division. The GPS III Space Segment Contracts Manager will conduct an internal self-evaluation prior to conduct of the independent audit, and will provide a detailed in-briefing to the Audit Team assigned by the VP LMSSC Contracts. Audit Team members will conduct a comprehensive review of records, interview program personnel, examine physical controls, review Team Member inputs, etc. in the conduct of their audit. The GPS III Space Segment Program will require all Team Members to affirm annually their compliance with this Plan, or their approved GPS III Space Segment OCI Mitigation Plan, via the conduct of their own independent corporate audit or review of their compliance to their internal OCI policies and procedures. Audit findings of the independent team will be fully documented, and an outbrief provided to the GPS III Program Director, to the VP Navigation Systems, and to the VP Surveillance and Navigation Systems indicating any areas of concern, corrective actions required, etc. and made available to the SMC Contracting Officer upon request. Upon completion of the annual audit, a certification of compliance will be signed annually, for as long as the plan is in existence, by the VP Surveillance and Navigation Systems. The certification shall reference the conduct of the independent

audit and any major findings, along with a corrective action plan as may be deemed necessary by the VP Surveillance and Navigation Systems.

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 are subject to audit by the Government at any time.

15. VIOLATIONS AND ENFORCEMENT

Any violations of this OCI Mitigation Plan shall be reported to the individual's immediate manager, the GPS III Program Director and GPS III Contracts Manager and the SMC Contracting Officer. Appropriate administrative and/or disciplinary action up to and potentially including termination shall be taken by the employee's respective employer. Moreover, the Office of Federal Procurement Policy Act (41 U.S.C. Section 423, Procurement Integrity) states that violations of the Act may subject an employee to criminal liability. Team Member companies that violate the requirements of this OCI Mitigation Plan may be eliminated from the Lockheed Martin GPS Program Team, upon concurrence of this action by the SMC Contracting Officer.

The LM GPS III Contracts Manager, assisted by the OCI Working Group, will conduct a timely and thorough investigation of reported or suspected OCI issues, make OCI mitigation recommendations to the GPS III Program Director, and coordinate these recommendations with the SMC Contracting Officer for resolution and written approval. The LM GPS III Contracts Manager will maintain a record of OCI-related disciplinary actions.

APPENDIX A

**SENSITIVE PROGRAM INFORMATION NON-DISCLOSURE AGREEMENT/OCI
BRIEFING STATEMENT (LMC EMPLOYEES)**

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 use, publish, or otherwise disclose either during or subsequent to my employment, any SPI or data of Lockheed Martin Corporation (hereinafter referred to as "LMC"), or data of others, which LMC is obligated to 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.

OCI BRIEFING STATEMENT

The Government considers a contract to have OCI when "the nature of the work to be performed may, 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 LMC employee who becomes aware of a potential OCI pertaining to, or impacting the GPS III Space Segment Program, including any personal conflict of interest, must ensure that it is brought to the attention of the GPS III Space Segment Program Contracts Manager. In turn, the GPS III Space Segment Program Contracts Manager must advise the SMC Contracting Officer of any actual or potential OCI that would impact the GPS III Space Segment Program.

In order to protect the interest of other contractors performing on Government contracts which have provided proprietary and sensitive information to the GPS III Space Segment Program team and to protect the future business interests of other companies with capabilities for performing on related business, a plan entitled "OCI Mitigation Plan" has been issued. This Plan establishes specific requirements for the segregation of GPS III Space Segment Program team efforts from other activities, and for the protection of SPI. The effectiveness of our efforts under the GPS III Space Segment Program contract and the future business interests of the GPS III Space Segment Program team members are dependent on strict compliance by all LMC GPS III Space Segment Program team employees with the provisions of this Plan.

I have been provided with a copy of the Plan. Execution of the SPI Non-Disclosure Agreement/OCI Briefing Statement is mandatory for all LMC GPS III Space Segment Program team employees involved in this project. Specific questions regarding OCI and the details of this Plan should be referred to the GPS III Space Segment Program Contracts Manager.

The Office of Federal Procurement Policy Act (41 U.S.C. Section 423, Procurement Integrity) states that violation of the Act may subject an employee to criminal liability.

I hereby acknowledge that I have read and will comply with the SPI Non-Disclosure Agreement/OCI Briefing Statement as part of the LMC GPS III Space Segment Program team, and that I have received a copy of the OCI Management and Mitigation Plan.

TYPE OR PRINT IN INK

FULL NAME: _____

COMPANY: Lockheed Martin Corporation

DATE: _____

EMPLOYEE SIGNATURE: _____

Return to GPS III Space Segment Program Contracts Manager

APPENDIX B

SENSITIVE PROGRAM INFORMATION NON-DISCLOSURE AGREEMENT/OCI BRIEFING STATEMENT (GPS III SPACE SEGMENT TEAM MEMBERS)

In connection with my efforts, under subcontract, on the GPS III Space Segment Program, I agree not to use, 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 Plan, or data of Lockheed Martin Corporation (hereinafter referred to as "LMC"), or data of others, which LMC is obligated to maintain in confidence. Any exceptions must be coordinated with the GPS III Space Segment Program Subcontracts Manager.

OCI BRIEFING STATEMENT

The Government considers a contract to have OCI when "the nature of the work to be performed may, 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, including any personal conflict of interest must ensure that it is brought to the attention of the GPS III Space Segment Program Subcontracts Manager. In turn, the GPS III Space Segment Program Subcontracts Manager must advise the GPS III Space Segment Program Contracts Manager who will advise the SMC Contracting Officer of any actual or potential OCI that would impact the GPS III Space Segment Program.

In order to protect the interest of other contractors performing on Government contracts which have provided proprietary and sensitive information to the GPS III Space Segment Program team and to protect the future business interests of other companies with capabilities for performing on related business, a plan entitled "OCI Mitigation Plan" has been issued. This Plan establishes specific requirements for the segregation of GPS III Space Segment Program team efforts from other activities, and for the protection of SPI. The effectiveness of our efforts under the GPS III Space Segment Program contract and the future business interests of the GPS III Space Segment Program team members are dependent on strict compliance by all GPS III Space Segment Program Team Members with the provisions of this Plan.

I have been provided with a copy of the Plan. Execution of the SPI Non-Disclosure Agreement/OCI Briefing Statement is mandatory for all GPS III Space Segment Program Team Member personnel involved in this project. Specific questions regarding OCI and the details of this Plan should be referred to the GPS III Space Segment Program Subcontracts Manager.

The Office of Federal Procurement Policy Act (41 U.S.C. Section 423, Procurement Integrity) states that violation of the Act may subject an employee to criminal liability.

I hereby acknowledge that I have read and will comply with the SPI Non-Disclosure Agreement/OCI Briefing Statement as part of the GPS III Space Segment Program team as a Team Member, and that I have received a copy of the OCI Management and Mitigation Plan.

TYPE OR PRINT IN INK

FULL NAME: _____

COMPANY: _____

DATE: _____

EMPLOYEE SIGNATURE: _____

Return to LMC Subcontracts Manager

APPENDIX C

EXIT INTERVIEW ACKNOWLEDGEMENT REGARDING ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

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. Additionally, a copy will be included in the employee’s personnel file (LMC and 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 date, I have surrendered all SPI. I recognize that my obligations under the GPS III Space Segment Contract SPI Non-Disclosure Agreement/OCI Briefing Statement do not expire as a result of terminating my participation on the GPS III Space Segment Program team.

Employee’s New Assignment

Employee’s duties at new location, if known

Employee Name (Print)

Employee’s GPS Program involvement at new location, if known

Employee Signature

Signature and Title of Exit Briefer

Date: _____

Reason for leaving: _____

APPENDIX D

DISCLOSURE OF POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

Date of Occurrence: _____ Location/Event: _____

Government Person Notified: _____ Organization: _____

Description: _____

Printed Name

Signature

Date

APPENDIX E
RELEASE OF 3RD PARTY PROPRIETARY INFORMATION

Date of Occurrence: _____ 3rd Party: _____

Government Person Notified: _____ Organization: _____

Purpose of Release: _____

Recipient: _____

Printed Name **Signature** **Date**

Return to GPS III Space Segment Contracts Manager