



ATTACHMENT 10

ORGANIZATIONAL CONFLICT OF INTEREST

MITIGATION PLAN

FOR GPS III

13 December 2010

Global Positioning System III (GPS III) Space Segment

Organizational Conflict of Interest Mitigation Plan

Version 4.0

Attachment 10

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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” (MAR 2008) clause and FAR 9.5 Organizational and Consultant Conflicts of Interest.

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- If necessary, the LM GPS III Program can be 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 potential requirement for a robust OCI firewall to mitigate any potential OCI issues that may arise during the performance of the GPS III contract.
- 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.

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” (MAR 2008) 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.
- 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,

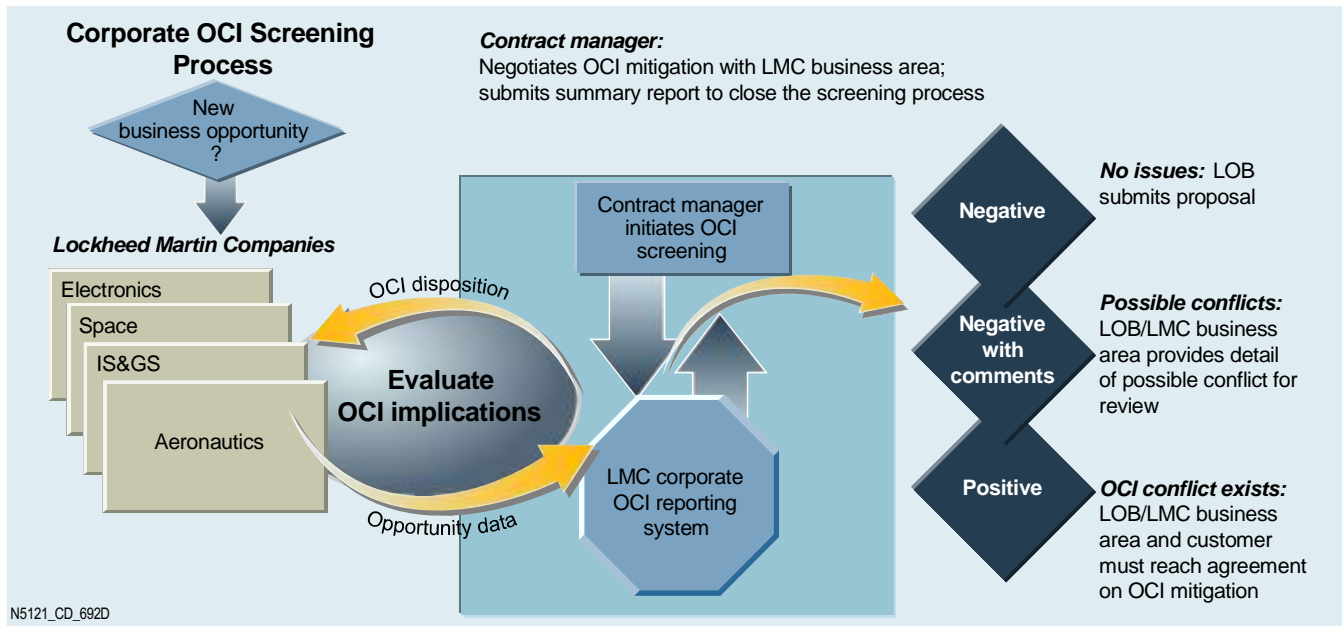


Figure 1-1 Lockheed Martin Corporation Screening Process

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 the prime contractor for the GPS III Space Segment Contract which is for the development, production, and operational support of up to 12 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.

Lockheed Martin Space System Company (LMSSC) is the business area that is performing the GPS III Space Segment Contract. The GPS III Space Segment program can be firewalled, if necessary, within the Surveillance & Navigation Systems line of business (LOB). Figure 2.1 depicts the form a GPS firewall would take; the firewall is not currently in place. Responsibility for program execution is in the Navigation Systems Division of S&NS. 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. Lockheed Martin GPS III Space Segment Team has entered 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
- L-3 Interstate Electronics Corporation for GPS User Equipment # FA8807-06-C-0003
- 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

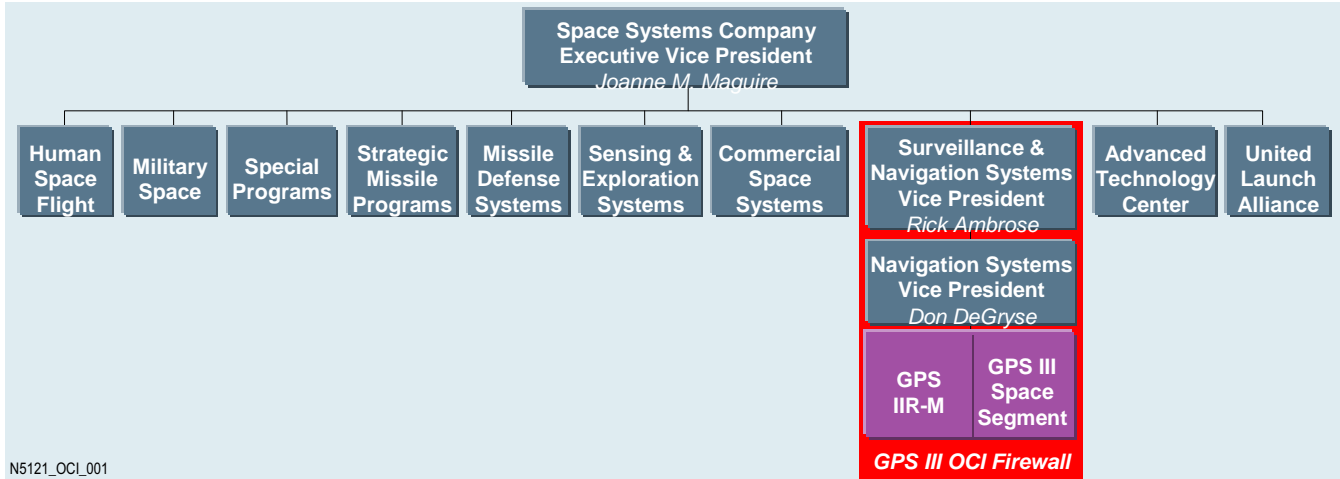


Figure 2-1 Lockheed Martin Space Systems Company Organizational Chart

Due to the award of the GPS OCX Contract to Raytheon, Lockheed Martin has no apparent or potential OCI concern with OCX. 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 depicts Sandia National Laboratory’s organizational relationship to Lockheed Martin. 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.

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

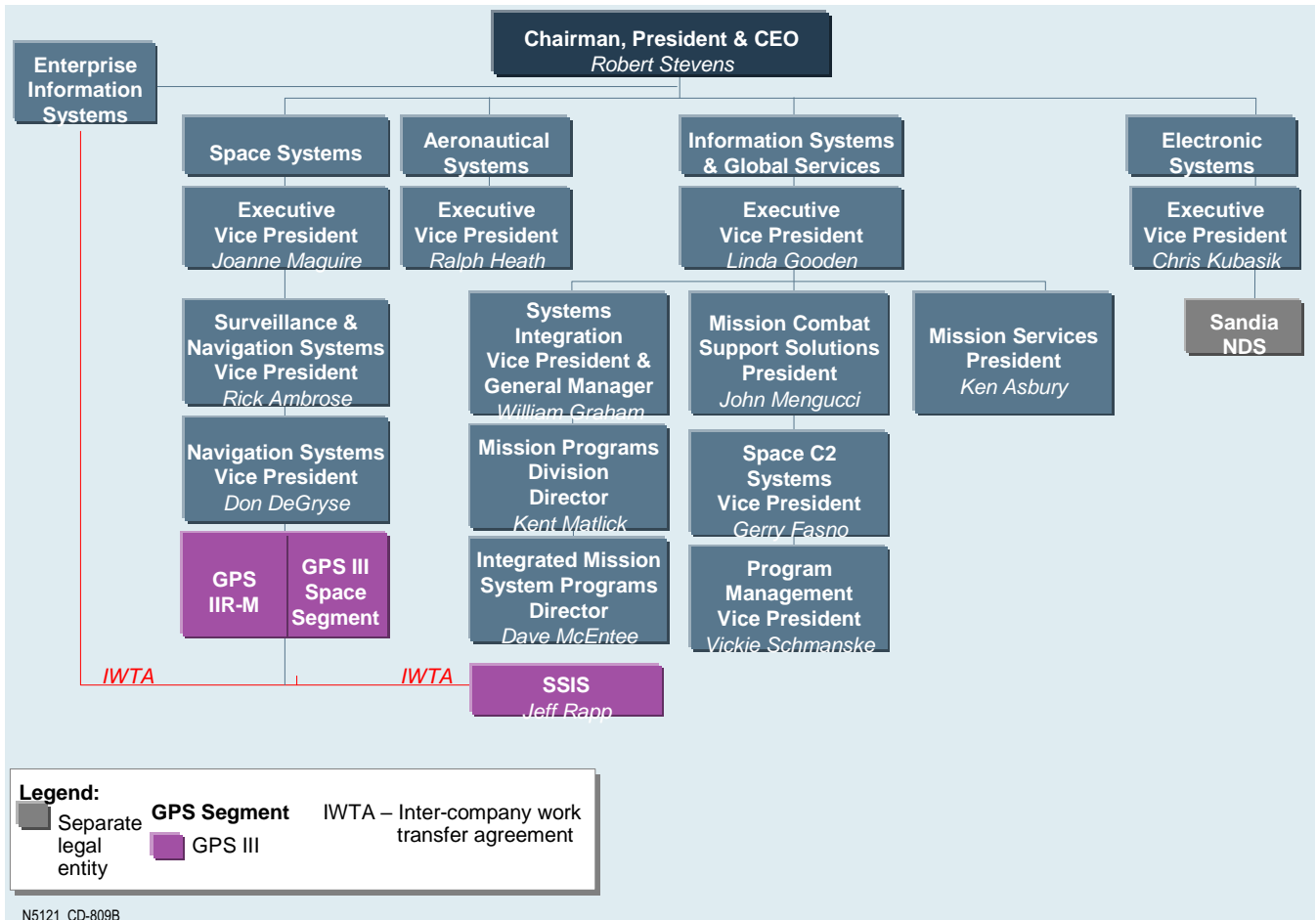


Figure 2-2 Lockheed Martin Corporation Organization

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 Laboratories as GPS NDS Provider

Sandia National Laboratories (SNL) is a Government Owned Contractor Operated (GOCO) facility. The SNL owner is the Department of Energy's (DOE's) National Nuclear Security Administration (NNSA). SNL is operated for the NNSA as a Federally Funded Research and Development Center (FFRDC) by Sandia Corporation, a wholly owned subsidiary of Lockheed Martin Corporation (LMC). SNL (or Sandia Corporation) operates as a separate legal entity under the Electronic Systems Business Area of Lockheed Martin Corporation (LMC). All work performed by SNL is either funded by the NNSA or NNSA approves work funded by other government and private entities. Firewalls are in place to prevent LMC from having any access to government data at SNL.

For the United States Nuclear Detonation Detection System (USNDS) effort, SNL is funded by the NNSA and SMC to provide:

1. the GPS/NDS payload for the GPS III Satellites
2. USNDS System Engineering
3. USNDS Ground Segment

Each of these items is expanded upon below. Also, the term USNDS is not limited to GPS/NDS. It also includes all other satellites carrying NDS payloads (e.g. Defense Support Program satellites).

1. NDS payload for GPS III - The SNL NDS payload is entirely funded by the NNSA. At the direction of NNSA, SNL delivers the payload to the USAF, which in turn provides it to LMC as Government Furnished Equipment (GFE). NNSA also funds SNL to monitor on-orbit NDS payload State-of-Health.

2. USNDS System Engineering – The SNL Systems Engineering functions are jointly funded by SMC (under a SMC/NNSA work agreement) and the NNSA. SNL serves the government sponsors in this capacity because NDS performance is dependent on many GPS and NDS features outside the NNSA-funded NDS Payload. Examples include: SV power, clock accuracy; navigation data, SV attitude information, communications systems and/or antennas (L1, L3, L4, S1, S2, S3, and crosslink), UHF detector antenna, L3 encryption, etc. SNL USNDS System Engineering tasks include:

- Serve as either author or key contributor/reviewer of all NDS related Specifications and Interface Control Documents (ICDs);
 - (Examples include NDS Payload to Space Vehicle (SV), SV to SV (crosslink), SV to NDS Ground - Link 3, SV to Ground L1 NAV Signal, SV to Ground S2/S3 Signal, SV UHF antenna, SV to Control Segment (for NDS related subset of information), and Control Segment to NDS Ground Segment)
- Review all GPS (SV and Control Segment) documentation for NDS related impacts; i.e. ensure all NDS requirements are being met;
- Serve as either author or contributor/reviewer of all NDS related test plans, tests, and test reports;
- Monitor USNDS on-orbit performance against NDS mission requirements and predict future performance using models of expected NDS capability

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 and LMC SV Contractor team members will be allowed without direct government involvement, all documentation flow between the two teams will be controlled by SMC as described in the following bullets.

- Any changes to the NDS related Specifications or ICDs will be coordinated through the use of Government-sponsored Configuration Control Boards (CCBs) and technical exchange forums including SNL and GPS III Space Segment contractors (and all affected GPS OCX contractors, when appropriate, to ensure that all OCX competitors are provided equal access to data).
- The Government controls the release of NDS Payload, System Engineering, and Ground Segment documentation through the use of the GPS III Library or by other means as determined by the Government.

- 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 Subcontractor OCI Review and Disclosure

Lockheed Martin requires each of our Subcontractors to conduct an internal review and determination regarding any actual or apparent OCI issues or concerns related to their anticipated work effort on the LMSSC GPS III Space Segment Program. LMSSC requires each subcontractor to certify the results of their internal determination. This certification is maintained in the subcontracts file. For purposes of this OCI Mitigation Plan the term Subcontractor refers to a provider of end products, which end products are developed and paid for (including development costs) on the GPS III contract. In contrast, a supplier provides end products which are purchased as an end item, i.e. development costs have not been authorized or charged to the GPS III contract. In the event that a subcontractor notifies Lockheed Martin of a potential or apparent OCI situation Lockheed Martin will immediately notify the Contracting Officer and steps will be taken to mitigate the OCI concern.

2.5 Special Studies

The Government requests special studies to be performed from time to time on the GPS III contract. These special studies are performed at the request of the Procuring Contracting Officer (PCO). Organizational Conflict of Interest (OCI) issues can be raised by these special studies because Lockheed Martin could be defining technical requirements and specifications. These technical requirements and specifications could later be used to form work statements for follow on work.

FAR Subpart 9.5 specifically addresses OCI issues and generally prohibits contractors who define technical requirements, specifications, and/or work statements from bidding on work to build products/systems based on those same technical requirements, specifications, and/or work statements. Lockheed Martin is a development and design contractor and therefore qualifies under one or more of the exemptions from the general prohibition against defining specifications and then bidding or proposing on the work. The following FAR provisions allow Lockheed Martin to bid on subsequent work based on technical requirements, specifications, and/or work statements developed in special studies.

- FAR 9.505-2(a)(3) Preparing specifications in development work
- FAR 9.505-2(b)(1)(ii) Preparing work statements in development work
- FAR 9.505-2(b)(3) Work statements provided by development and design contractors
- FAR 9.508(c) Example of application to development work

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 (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. 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

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. When a firewall is in place, will be 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. When a firewall is in place 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 aware of pertinent OCI matters. 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 will be reported timely to the SMC Contracting Officer for review and resolution.

LMSSC GPS III Space Segment Subcontracts Manager: Responsible for flowing the provisions of this Plan down to Subcontractors 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.

LM GPS III Space Segment OCI Working Group: When a firewall is in place 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. When a firewall is in place employees will execute the Sensitive Program Information Non-Disclosure Agreement/OCI Briefing Statement, (Appendix A (LMC) or Appendix B (Subcontractor)) 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

Please see SMC - H011, "GLOBAL POSITIONING SYSTEM III ORGANIZATIONAL CONFLICT OF INTEREST" (MAR 2010)

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 Subcontractors and represent common operational measures for the entire GPS III Space Segment Program regardless of company affiliation.

The general construct is to:

- When necessary, firewall the LMSSC GPS III Program any other program presenting a potential or apparent OCI situation through organizational, physical, and informational isolation.
- 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.

No OCI situation currently exists with any other GPS Segment Contract. Section 7.1–7.5 describe how Lockheed Martin would mitigate any potential or apparent OCI situation. Should an OCI situation arise the Contracting Officer will issue a Contract Modification activating Sections 7.1–7.5 of this OCI Mitigation Plan.

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 segregating management of the GPS III program from all other GPS segment contracts, other than GPS II activities. The GPS III Contract will be performed by the Navigation Systems Division under the Surveillance and Navigation Systems line of business within LMSSC.

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

When there is a potential or apparent OCI situation GPS III Space Segment program personnel will be segregated from any other GPS segment contract or proposal team. This will be accomplished by residing in and performing all work in controlled access facilities or work areas separate from other GPS segment contract or proposal teams. Other GPS segment contracts or proposal teams will be prohibited from having access. 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.

7.3 OCI Briefing, Acknowledgement, NDA, and Certification

All GPS III Space Segment personnel including Subcontractors 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. This requirement extends to all personnel supporting GPS III projects and activities, including support functions. Refresher training will be provided every three years per Lockheed Martin Corporation Requirements.

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).

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.

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 Subcontractor Information and Handling Protections

Subcontractors 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 Subcontractors being allowed to access or generate SPI information on their computer systems.

8. 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 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 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 work transfers. Subcontractor policies and procedures will be subject to audit in accordance with Section 14, AUDIT.

11. 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.

12. AUDIT

When provisions listed in 7.1–7.5 are active, 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 Subcontractor inputs, etc. in the conduct of their audit. The GPS III Space Segment Program will require all Subcontractor 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.

13. 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 release, 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, 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 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 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 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: _____

