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Description of document: Reports of Various National Aeronautics and Space Administration (NASA) Inspector General (OIG) Investigations, 2015-2016

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[Electronic Freedom of Information Act \(FOIA\) Request Form](#)

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NASA OFFICE OF INSPECTOR GENERAL
OFFICE OF INVESTIGATIONS
SUITE 8U71, 300 E ST SW
WASHINGTON, D.C. 20546-0001

January 3, 2025

Re: Freedom of Information Act (FOIA) Request Number # 24-00062-IG-F /
OIG # 2024-75 – Initial Determination

Pursuant to the Freedom of Information Act (FOIA) (5 U.S.C. § 552), on August 6, 2024, you submitted a request to the NASA Office of Inspector General (OIG). Your FOIA request was received by this office on the same day and assigned tracking number # 24-00062-IG-F / OIG # 2024-75. Specifically, you sought the following records:

"I request a copy of the Final report, report of investigation, closing report, and other final reporting document for each of these closed NASA OIG investigations: O-GO-13-0123-O, O-LB-13-01227-O, O-DR-13-0175-O, O-LA-13-0181-S, O-WA-13-0345-HL-S, O-JS-13-0429-S, O-LA-14-0088-HL-S, O-AR-14-0201-HL-S, O-AR-14-0312-S, O-GO-14-0320-HL-S, O-HS-14-0323-S, O-AR-14-0366-HL-S, O-GL-15-0043-HL-S, O-LB-15-0069-HL-S, C-AR-15-0097-P, C-GO-15-0118-HL-P, O-ST-15-0149-S, O-HS-15-0150-S, C-JS-15-0173-P, O-JS-15-0308-HL-P, C-GO-15-0339-S, O-MA-15-0359-HL-S, O-LB-11-0007-O, O-ST-14-0278-HL-S, O-ST-14-0018-HL-S, O-AR-14-0032-S, O-WA-15-0041-S, O-JS-15-0064-S, O-JS-15-0166-S, O-AF-15-0228-HL-S, O-AR-15-0237-P, O-LB-14-0331-HL-P, O-LA-14-0371-S, O-JS-14-0372-S, O-GO-16-0061-S, C-JP-15-0075-S, O-MA-16-0136-P, O-KE-16-0199-HL-S, O-JP-16-0195-HL-P, O-AR-16-0216-HL-P, O-JS-16-0222-S, O-GO-16-0242-S, O-LB-16-0258-P, O-GO-16-0270-S, O-GO-16-0311-S, O-KE-16-0336-S, O-GO-16-0354-S, O-JS-16-0355-P, O-LA-16-0361-S, O-GO-17-0031-X, and O-GO-17-0049-HL-S."

In response to your FOIA request, we conducted a search for responsive records within OIG's Office of Investigations. Our search identified responsive information releasable under the FOIA as described below. Enclosed with this letter are the requested responsive items.

Certain exemptions have been applied to withhold information from the enclosed documents that is not releasable under FOIA exemptions (b)(5), (b)(6), and (b)(7)(C). The exempt information has been redacted. In applying these exemptions, we have determined that the withheld information would cause foreseeable harm if released.

FOIA exemption (b)(5) protects inter-agency or intra-agency memorandums or letters which would not be available by law to a party other than an agency in litigation with the agency. The courts have interpreted this exemption to incorporate the deliberative process privilege, the general purpose of which is to prevent injury to the quality of agency decisions. The exemption protects not merely documents, such as pre-decisional documents, recommendations, and opinions on legal or policy matters, but also the integrity of the deliberative process itself where the exposure of that process would result in harm.

Exemption (b)(6) exempts from disclosure personnel and similar files, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy. Exemption (b)(7)(C) provides protection for law enforcement information and records compiled for law enforcement purposes, the disclosure of which “could reasonably be expected to constitute an unwarranted invasion of personal privacy”. Exemption (b)(7)(C) is routinely applied to protect the personal privacy interest of law enforcement personnel involved in conducting investigations. Disclosure of the mere fact that an individual is mentioned in an agency's law enforcement files carries a stigmatizing connotation cognizable under FOIA Exemption (b)(7)(C). See, e.g., *Fund for Constitutional Government v. National Archives & Records Service*, 656 F.2d 856, 865 (D.C. Cir. 1981). Numerous courts have recognized that individuals' privacy interests are substantial given the nature of law enforcement records, whether they are suspects, informants, witnesses or investigators. See, e.g., *Fitzgibbon v. CIA*, 911 F.2d 755, 767 (D.C. Cir. 1990); *Dunkelberger v. DOJ*, 906 F.2d 779, 781 (D.C. Cir. 1990); *Stern v. FBI*, 737 F.2d 84, 91-92 (D.C. Cir. 1984)); see also *Neely v. FBI*, 208 F.3d 461, 464-66 (4th Cir. 2000). Among other concerns, an individual's connection to particular investigations can result in harassment, annoyance, and embarrassment. See, e.g., *Halpern v. FBI*, 181 F.3d 279, 296-97 (2nd Cir. 1999); *Manna v. DOJ*, 51 F.3d 1158, 1166 (3rd Cir.), cert. denied, 516 U.S. 975, 116 S. Ct. 477, 133 L.Ed.2d 405 (1995); *Nix v. United States*, 572 F.2d 998, 1005-06 (4th Cir. 1978).

Exemption (b)(7)(E) affords protection to all law enforcement information that “would disclose techniques and procedures for law enforcement investigations or prosecutions, or would disclose guidelines for law enforcement investigations or prosecutions if such disclosure could reasonably be expected to risk circumvention of the law.”

For your information, Congress excluded three discrete categories of law enforcement and national security records from the requirements of the FOIA. See 5 U.S.C. § 552(c) (2006 & Supp. IV 2010). This response is limited to those records that are subject to the requirements of the FOIA. This is a standard notification that is given to all our requesters and should be taken as an indication that excluded records do, or do not, exist.

You may contact our FOIA Public Liaison, Frank LaRocca at (202) 358-2575 for any further assistance and to discuss any aspects of your request. Additionally, you may contact the Office of Government Information Services (OGIS) at the National Archives and Records


Administration to inquire about the FOIA mediation services they offer. The contact information for OGIS is as follows: Office of Government Information Services, National Archives and Records Administration, 8601 Adelphi Road-OGIS, College Park, Maryland 20740-6001, e-mail at ogis@nara.gov; telephone at 202-741-5770; toll free at 1-877-684-6448; or facsimile at 202-741-5769.

You also have the right to appeal this initial determination to the NASA OIG FOIA Appeal Designee. Pursuant to 14 CFR §1206.700(b), the appeal must (1) be in writing; (2) be addressed to the following:

NASA, Office of Inspector General
Headquarters
300 E Street, S.W., Suite 8V39
Washington, D.C. 20546-0001
Attn: George Scott, Acting Inspector General;

(3) be identified clearly on the envelope and in the letter as “Freedom of Information Act Appeal”; (4) include a copy of the request for the Agency record and a copy of the adverse initial determination; (5) to the extent possible, state the reasons why the requester believes the adverse initial determination should be reversed; and (6) must be postmarked and sent to the Deputy Inspector General within 90 calendar days of the date of receipt of the initial determination.

Sincerely,



Michael Graham
2025.01.03
13:20:37 -05'00'

Michael Graham
Acting Assistant Inspector General for Investigations
OIG FOIA Officer – Investigations

Enclosures



C-AR-15-0097-P

January 26, 2015

Safety Concerns at Ames Research Center

CASE CLOSURE: Reporting Agent (RA) is closing this investigation into threats via Twitter postings made to the Twitter account (b) (6), (b) (7)(C). The postings have been reviewed by RA along with Computer Crimes Division management and have determined that the messages contain no explicit threats. No further criminal or administrative action is warranted.

On the above date RA notified (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) Ames Research Center (ARC), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), ARC, and (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), Protective Services Office, ARC, of the case closure.

No Attachments

Prepared by: (b) (6), (b) (7)(C)
DISTR: File

APPR:

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C-GO-15-0118-HL-P

April 28, 2015

HARASSMENT/INAPPROPRIATE USE OF GOVERNMENT RESOURCES

Langley Research Center
Hampton, VA 23681

CASE CLOSING: On February 4, 2015, the Office of Inspector General received a cyber-hotline complaint alleging harassment/inappropriate use of government resources by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

at Langley Research Center. The complainant alleged that on (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) wrote the following inappropriate comments on (b) (6), (b) (7)(C) Facebook page:

- You are a worthless piece of garbage (b) (6), (b) (7)(C) Fuck the facts and spin it to plug your rag of an article about pilots taking pictures. Fucking go shoot your self in the face. Make this world better for everyone.

On (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) wrote:

- I work for NASA man.... got no need to work in (b) (6), (b) (7)(C) I am just trying to enlighten you on the fact that you might be correct on the fact that selfies are dangerous, but you are not correct in identifying selfies as the cause of this unfortunate event. But since you took it back down to that level.... go shoot yourself in the face....

On April 9, 2015, the Reporting Agent (RA) and Special Agent (SA) (b) (6), (b) (7)(C) interviewed (b) (6), (b) (7)(C) During the interview, (b) (6), (b) (7)(C) admitted to the use of (b) (6), (b) (7)(C) NASA issued work computer to visit websites such as *www.facebook.com* and *www.twitter.com*. (b) (6), (b) (7)(C) also admitted to posting inappropriate comments on the Facebook page. (b) (6), (b) (7)(C) informed Agents that (b) (6), (b) (7)(C) supervisor had been made aware of the activity and that (b) (6), (b) (7)(C) was counseled on February 7, 2015 for (b) (6), (b) (7)(C) actions. (b) (6), (b) (7)(C) was advised to be mindful of (b) (6), (b) (7)(C) use of NASA resources and to ensure (b) (6), (b) (7)(C) follows all policy guidelines.

Due to lack of criminal violations, infrequency of activity identified during the course of this investigation and the fact (b) (6), (b) (7)(C) had already been counseled by (b) (6), (b) (7)(C) supervisor, no management referral is being issued. This case is closed but may be re-opened if additional information becomes available.

Prepared by: (b) (6), (b) (7)(C), GSFC

DISTR: File

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**Office of Inspector General
Office of Investigations**

C-JP-16-0075-S

September 19, 2016

Disclosure of NASA Technical Data

Jet Propulsion Laboratory
Pasadena, CA

CASE CLOSING MEMORANDUM: This investigation was initiated based on information received from an anonymous tip detailing the possible inadvertent disclosure of NASA technical data by Lockheed Martin (LM) at Jet Propulsion Laboratory (JPL). NASA Office of Inspector General (OIG), Computer Crimes Division (CCD), was informed that in (b) (6), (b) (7)(C) 2015, LM contractors donated computer systems to a charity, Neighbors Empowering Youth (NEY), without properly wiping the system hard drives or otherwise sterilizing the data they contained, thereby potentially compromising terabytes of NASA technical data. Although LM contractors attempted to reclaim the donated systems in order to sanitize the data, it was impossible to determine with certainty whether any of the data contained on the systems were compromised.

The RA interviewed LM (b) (6), (b) (7)(C) at JPL who confirmed that computer systems with non-wiped computer hard drives were donated to NEY unintentionally. The normal process, before any computer system is donated, is to perform a complete wipe of the hard drive; however, on this occasion, some computer systems that had not been sanitized were staged next to computer systems that had previously been made ready for pickup. Once the mistake was noticed, and LM supervisors briefed, LM contacted NEY to retrieve the computer systems in question to process them properly.

The RA interviewed NEY employees who confirmed the incident and the events related by LM (b) (6), (b) (7)(C). NEY stated that LM supervisors retrieved computer systems from their business location and took them back to JPL to be properly sanitized. NEY also stated that they have been receiving computer components from LM since early 2000, and they have received hard drives, on occasion, that were not properly sanitized. NEY added that their policy is to perform a wipe of any materials received without having been previously sanitized.

The RA interviewed an LM IT (b) (6), (b) (7)(C) who acknowledged the company's responsibility to adhere to IT policies outlined in NASA and JPL IT Security Policies. LM IT Services had originally set up a staging area for sanitized systems awaiting donation, but that area eventually gave way to allowing computers systems that were not processed (i.e., sanitized) to be comingled with "clean" computer systems for donation. The IT (b) (6), (b) (7)(C) further stated that, since this incident, LM IT Services has implemented some changes in their process to ensure media sanitization is correctly handled.

In short, investigation determined that the security breach described above was due to a combination of factors. These contributing factors included the lack of process verification controls and choices by LM contractor personnel that did not properly take information security best practices into account. As such, NASA OIG CCD made several specific recommendations to help improve LM material handling through

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improvements in the media sanitization process and training, designed to prevent a similar incident from occurring in the future.

On May 10, 2016, NASA OIG CCD sent a Management Referral Letter (MRL), referring the matter to the NASA Management Office (NMO) at JPL, for their review and consideration of the following recommendations:

1. Additional training should be provided for LM IT Services employees, emphasizing the importance of each employee's responsibility to protect and safeguard data. Training should remind employees that all persons involved in the process of handling IT property are accountable for ensuring that IT Security requirements are met;
2. LM IT Services should review current processes to ensure the proper safeguards are in place to prevent a similar incident in the future. Examples of safeguards that could be adopted, which would have potentially prevented this incident from occurring include (but are not limited to) steps such as: 1) segregating sanitized from non-sanitized systems prior to donation; 2) implementing two-person (or supervisory) checks and approval of items designated as sanitized and ready for donation; and 3) labeling sanitized systems with "clear markings" to prevent the comingling of sanitized and non-sanitized systems;
3. LM IT Services should conduct random audits, to ensure that the currently implemented safeguards and controls are in place and are being followed, in order to prevent complacency or process "short cuts" from occurring.

On September 14, 2016, Procurement Officer, NMO responded and agreed with the recommendations presented above. The Procurement Officer continued by stating that the findings were discussed with California Institute of Technology (CIT) JPL Senior Managers, and that they would ensure the contractor understands and complies with all applicable and relevant Information Technology Security policies and procedures (specifically, including NASA Procedural Requirements NPR 2810.1A - Security of Information Technology, Chapter 3.6 Media Protection); JPL IT policies governing Technology Security (specifically, JPL Information Technology Security Requirements, Rev. 14); JPL ITS Protective Measures Guidelines for IT System Management, Use and Operation, Rev. 6; and other specific policies covering Media Sanitation, all of which specifically define requirements for protecting computer systems.

In light of the above facts, this case will be closed with no further action necessary.

Prepared by: (b) (6), (b) (7)(C) , JPL
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**Office of Inspector General
Office of Investigations**

C-JS-15-0173-P

September 4, 2015

Potential Data Breach Regarding Astronaut Medical Information

Johnson Space Center
Houston, TX

CASE CLOSING: On March 12, 2015, the Reporting Agent (RA) was notified via email by (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), National Aeronautics and Space Administration (NASA) Incident Response Directorate (IRD), Johnson Space Center (JSC), of a suspected case of the potential breach of medical data.

Information from the NASA Security Operations Center (SOC), Ames Research Center (ARC), Ticket # SOC-20150312-540129 shows that (b) (6), (b) (7)(C) reported the potential data breach. (b) (6), (b) (7)(C) states that the incident was also reported to Wyle management as well as the NASA Institutional Review Board (research oversight) and the Longitudinal Surveillance of Astronaut Health Project (LSAH).

On March 17, 2015, the RA received a desktop computer as digital evidence for forensic analysis from (b) (6), (b) (7)(C). The hard disk drive within the desktop computer was forensically imaged and it was determined that the aforementioned sensitive data was located on the drive and was located within the "DropBox" folder in a directory belonging to the username associated with (b) (6), (b) (7)(C).

On May 13, 2015 the RA interviewed (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), Human Performance and Engineering Division, National Aeronautics and Space Administration (NASA) contractors working for Wyle Integrated Science and Engineering at Johnson Space Center (JSC). (b) (6), (b) (7)(C) identified (b) (6), (b) (7)(C) as (b) (6), (b) (7)(C) who was a former contractor that had access to the data and to whom the desktop computer was assigned.

On May 15, 2015 the RA and Special Agent (SA) (b) (6), (b) (7)(C) interviewed (b) (6), (b) (7)(C) who was previously an employee of (b) (6), (b) (7)(C) National Aeronautics and Space Administration (NASA) at Johnson Space Center (JSC).

(b) (6), (b) (7)(C) informed the RA that (b) (6), (b) (7)(C) was willing to provide (b) (6), (b) (7)(C) login and password to show that (b) (6), (b) (7)(C) no longer had any files residing on (b) (6), (b) (7)(C) DropBox account. (b) (6), (b) (7)(C) also stated that (b) (6), (b) (7)(C) had a free DropBox account and had no issue with the RA accessing (b) (6), (b) (7)(C) account. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) email address, which is also used for (b) (6), (b) (7)(C) DropBox login name is (b) (6), (b) (7)(C).

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(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) said that (b) (6) would provide a password and the additional authentication code required to access the account by sending it via text message to the RA. After using the information provided by (b) (6), (b) (7)(C) the RA was able to access the DropBox account and verified that the account no longer contained any files. The account was accessed via the website www.dropbox.com.

Due to (b) (6), (b) (7)(C) stating that the duplication of the files was inadvertent and statements made by the (b) (6), (b) (7) were validated, showing that the data was no longer residing on the DropBox cloud service it has been determined that the aforementioned medial data is no longer at risk. Due to a lack of evidence sustaining any violation of the U.S. Criminal Code or NASA Regulations, this case is closed.

Prepared by: (b) (6), (b) (7)(C), JSC
DISTR: File

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**Office of Inspector General
Office of Investigations**

O-HS-15-0228-HL

January 20, 2016

PREFERENTIAL TREATMENT

NASA Headquarters
Washington, DC 20546-0001

CASE CLOSING: This investigation was initiated upon receipt of an anonymous complaint alleging Armstrong Flight Research Center (AFRC) senior management created a conflict of interest, and extended preferential treatment, by 1) combining the Project Support Office (PSO-Code B) and the Office of Internal of Internal Controls and Management Systems (OICMS-Code XL) to create a promotion opportunity for (b) (6), (b) (7)(C), 2) temporarily detailing (b) (6), (b) (7)(C) as a (b) (6), (b) (7)(C) during reorganization, directly supporting, and supervised by, the AFRC (b) (6), (b) (7)(C) changing the supervisory chain of the (b) (6), (b) (7)(C) to disguise the fact (b) (6), (b) (7)(C) directly supported and worked for (b) (6), (b) (7)(C), and 4) placing (b) (6), (b) (7)(C) on the Selection Panel for the (b) (6), (b) (7)(C) of the newly combined office, extending preferential treatment through the ratings of (b) (6), (b) (7)(C)

The reporting agent (RA), NASA Jet Propulsion Laboratory (JPL), Pasadena, CA conducted interviews, to include the AFRC Deputy Center Director, Associate Center Director, Deputy Directorate Director, Chief Counsel, Human Resources (HR) Officer, and Equal Opportunity Officer. In addition, the RA reviewed HR announcement and selection records, and organizational change requests and orders.

In summary, investigation revealed no information to support allegations AFRC management conducted any criminal or unethical activity in the hiring of (b) (6), (b) (7)(C). Investigation disclosed AFRC senior management did not inform AFRC General Counsel of concerns regarding the appearances of conflict of interest and preferential treatment; however, they engaged human resource personnel to ensure all actions were taken appropriately. A summary of the investigation, along with investigative findings, is forwarded to the AFRC Center Director via a Management Referral Report.

Prepared by: (b) (6), (b) (7)(C), JPL
DISTR: File

(b) (6), (b) (7)(C)

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**Office of Inspector General
Office of Investigations**

O-AR-14-0201-HL-S

September 30, 2015

**UNETHICAL ACTIVITY BY NASA EMPLOYEE
Ames Research Center
Moffett Field, CA 94035**

CASE CLOSING MEMORANDUM: On April 11, 2014, the Office of Inspector General (OIG) received a complaint from (b) (6), (b) (7)(C). In 2011, (b) (6), (b) (7)(C) submitted a proposal to NASA for a grant under the NASA Kepler Participating Scientist Program (KPS), under Solicitation Number NNH10ZDA001N-KPS. (b) (6), (b) (7)(C) alleged misconduct involving an undisclosed conflict of interest by Kepler (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)), who conducted a programmatic review of the proposals, but failed to disclose that a competing proposal (b) (6), (b) (7)(C) reviewed was led by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C) under the (b) (6), (b) (7)(C).

Note: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) indicated that the submitted proposals are ranked using a traditional panel review process, supplemented by a programmatic evaluation by a member of the Kepler Science Team. The 2011 KPS proposal submitted by (b) (6), (b) (7)(C) was initially recommended for funding by the review panel, but subsequently declined after the programmatic evaluation by (b) (6), (b) (7)(C) in favor of (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) appealed the decision, which was ultimately denied. (b) (6), (b) (7)(C) alleged that (b) (6), (b) (7)(C) deliberately ranked (b) (6), (b) (7)(C) proposal lower in an effort to engineer the composite rankings in favor of (b) (6), (b) (7)(C) (b) (6), (b) (7)(C).

Reporting Agent (RA) spoke with (b) (6), (b) (7)(C) to discuss (b) (6), (b) (7)(C) complaint. (b) (6), (b) (7)(C) provided the following information (summary):

NASA civil servant (b) (6), (b) (7)(C) was the (b) (6), (b) (7)(C) for the second round for the PSP under NNH10ZDA001N-KPS. (b) (6), (b) (7)(C) was not selected for the second round of the KPS and filed an appeal. (b) (6), (b) (7)(C) lost appeal. (b) (6), (b) (7)(C) also learned through the final appeal report that (b) (6), (b) (7)(C) was a representative for the programmatic evaluation review of the proposals along with NASA civil servant (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C).

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(b) (6), (b) (7)(C) (Jet Propulsion Laboratory (b) (6), (b) (7)(C)) and NASA contractor (b) (6), (b) (7)(C) ((b) (6), (b) (7)(C)).

(b) (6), (b) (7)(C) had learned from two members who were on the peer review for (b) (6), (b) (7)(C) proposal (second round - (b) (6), (b) (7)(C) would not provide the names of the reviewers) that (b) (6), (b) (7)(C) proposal was rank highly, and one of the reviewers advised that (b) (6), (b) (7)(C) proposal was ranked Number 1. The peer reviewers were very surprised that (b) (6), (b) (7)(C) was not selected. The one reviewer that advised that (b) (6), (b) (7)(C) proposal was ranked Number 1, told (b) (6), (b) (7)(C) that the peer reviewers received an e-mail from the Program Officer requesting additional negative/weakness comments on certain proposals (one being (b) (6), (b) (7)(C) proposal) and positive comments for other proposals (this did not include (b) (6), (b) (7)(C) proposal). The request for extra comments came after the peer review panel provided their final evaluations for all the proposals. The peer reviewer told (b) (6), (b) (7)(C) that many on the peer review objected to this request, but provided the additional information as requested.

(Attachment 1)

(b) (6), (b) (7)(C) also alleged that (b) (6), (b) (7)(C) had solicited negative comments on (b) (6), (b) (7)(C) proposal, and positive comments on other proposals that were ultimately funded.

Investigation

RA contacted AURA's (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), concerning (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) provided the following information by e-mail in response to questions by the RA:

(b) (6), (b) (7)(C) had previously worked for (b) (6), (b) (7)(C) (Note: (b) (6), (b) (7)(C) became a NASA civil servant on or about (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) worked at (b) (6), (b) (7)(C), and was a (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) was (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) did work with (b) (6), (b) (7)(C) while at (b) (6), (b) (7)(C)

(Attachment 2)

RA interviewed former NASA civil servant (b) (6), (b) (7)(C) on two occasions concerning KPSP solicitation NNH10ZDA001N-KPS. (b) (6), (b) (7)(C) provided the following (summary):

(b) (6), (b) (7)(C) did remember the KPSP solicitation NNH10ZDA001N-KPS, and sat in on one of the peer review panels; Panel 1. Note: There were three separate panels that reviewed the proposals submitted for the solicitation. (b) (6), (b) (7)(C) proposal and (b) (6), (b) (7)(C) proposal were reviewed by Panel 3). (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) for some input regarding the proposals that were reviewed by the Panel. (b) (6), (b) (7)(C) was not a reviewer, but did recall providing some input regarding the submitted proposals.

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(b) (6), (b) (7)(C) did remember having a discussion during a review believed to be a programmatic review in which a scientist (could not remember (b) (6), (b) (7)(C) name during the second interview, but later identified the scientist as (b) (6), (b) (7)(C) was pushing (b) (6), (b) (7)(C). The scientist had good ratings, but if we chose (b) (6), (b) (7)(C) someone else would not be selected. The scientist's task concerning (b) (6), (b) (7)(C) was already being done by (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) indicated that since the Task was already being researched, it did not make sense to recommend the proposal, when there were other research proposals that could enhance the Kepler program. (b) (6), (b) (7)(C) remembered that (b) (6), (b) (7)(C) recommended a different proposal, but could not remember the scientist or the proposal's title. (b) (6), (b) (7)(C) had a formal agreement with (b) (6), (b) (7)(C) to conduct the research for NASA, which was approved by NASA Headquarters.

RA interviewed (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), Lowell Observatory, regarding NASA solicitation NNH10ZDA001N-KPS. (b) (6), (b) (7)(C) provided the following (summary):

(b) (6), (b) (7)(C) recalled that (b) (6), (b) (7)(C) participated in programmatic review on (b) (6), (b) (7)(C) for the KSP, but did not recall who was on the phone or what was discussed during the telephone call. (b) (6), (b) (7)(C) indicated that possible participants could have been: (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) did indicate that (b) (6), (b) (7)(C) was (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) could not remember if anyone had any conflicts of interest or whether any of the participants on the phone call dropped-off the call.

(Attachment 3)

(b) (6), (b) (7)(C) provided two e-mails to the RA concerning the KPS selections. The first e-mail was from (b) (6), (b) (7)(C) concerning the selection set that was apparently agreed upon during the programmatic review on (b) (6), (b) (7)(C), in which (b) (6), (b) (7)(C) was a recipient, and the second e-mail from (b) (6), (b) (7)(C) advising that the KPS selection notifications went out.

RA interviewed four of the five peer panel reviewers for Panel 3, which included proposals by (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C). RA attempted to interview the 5th peer panel member, (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), but was unsuccessful. RA provided questions by e-mail to (b) (6), (b) (7)(C) but to date, (b) (6), (b) (7)(C) has not responded. The reviewers interviewed were: (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) and, Peer Panel 3 Chair Person, (b) (6), (b) (7)(C).

The following is a summary of these and other relevant interviews:

(b) (6), (b) (7)(C) - (b) (6), (b) (7)(C) recalled conducting a peer review in (b) (6), (b) (7)(C), the KPS. The review was completed in one afternoon. The review was done by teleconference, with the other peer panel reviewers. NASA civil servant (b) (6), (b) (7)(C) was present on the teleconference, but (b) (6), (b) (7)(C) only listened. (b) (6), (b) (7)(C) indicated that (b) (6), (b) (7)(C) did not ask for additional strengths or weaknesses after the final peer panel report was submitted, but that several months later in August 2011, the panel was

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asked by (b) (6), (b) (7)(C) via e-mail, to provide additional comments to (b) (6), (b) (7)(C) final report. This was in response to a protest. The panel looked at the “weakness” section asked to be reviewed by (b) (6), (b) (7)(C). The text in the section was not what the panel had provided in the final report to (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) did not write the final report for (b) (6), (b) (7)(C) the final report would have been written by (b) (6), (b) (7)(C) and by (b) (6), (b) (7)(C) who were the primary and secondary reviewers for (b) (6), (b) (7)(C) proposal.

(b) (6), (b) (7)(C) as the (b) (6), (b) (7)(C), wrote a response back (b) (6), (b) (7)(C) explaining that the panel could not comment on anything they did not write. (b) (6), (b) (7)(C) learned from (b) (6), (b) (7)(C) in the e-mail exchange that (b) (6), (b) (7)(C) had edited the section in the final report. (b) (6), (b) (7)(C) indicated that the edit done by (b) (6), (b) (7)(C) made the report more negative than what the panel had originally written. (b) (6), (b) (7)(C) thought the edit of a final report by (b) (6), (b) (7)(C) was very unusual, and that if one wanted to fund or not fund a proposal, a programmatic review should make that determination. However, the change in the final report for (b) (6), (b) (7)(C) did not affect (b) (6), (b) (7)(C) overall rating of Excellent/Very Good. (b) (6), (b) (7)(C) does not believe that the change to (b) (6), (b) (7)(C) final report would have affected the outcome of who was selected for funding. The selections were based on programmatic needs and made programmatic sense. (b) (6), (b) (7)(C) did not discuss the peer panel review with any of the proposers.

(b) (6), (b) (7)(C) provided the e-mail communication (b) (6), (b) (7)(C) had with (b) (6), (b) (7)(C) concerning the final evaluation for (b) (6), (b) (7)(C). In the e-mail communication, (b) (6), (b) (7)(C) indicated that it was not (b) (6), (b) (7)(C) intent to change the meaning of what was written, and that the “programmatic priorities that were considered in the selection process did not flow from this weakness, or any strengths/weaknesses cited in the technical evaluations of the proposals.” (Attachment 4)

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) indicated that there were no problems with the peer review panel and reviewing the proposals. Some of the proposals submitted were far off topic. (b) (6), (b) (7)(C) recalled a problem with a NASA person. (b) (6), (b) (7)(C) could not remember the name of the person, but indicated that the person changed the evaluations. (b) (6), (b) (7)(C) thought the NASA official had moved one evaluations way up, and one evaluation way down. The researcher that (b) (6), (b) (7)(C) believed was moved-up on the evaluation was (b) (6), (b) (7)(C), and the researcher that (b) (6), (b) (7)(C) believed was moved down on the evaluation was (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) indicated that (b) (6), (b) (7)(C) disclosed that (b) (6), (b) (7)(C) may have had a possible conflict with (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) was a (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) was told that this was not a conflict. (b) (6), (b) (7)(C) did not discuss any of the peer panel evaluations with any of the proposers.

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) could not remember if the NASA Program Officer asked the panel for any additional comments concerning strengths and weaknesses after the final evaluation was provided. (b) (6), (b) (7)(C) believed the Program Officer was (b) (6), (b) (7)(C), and that if (b) (6), (b) (7)(C) did ask for additional comments, (b) (6), (b) (7)(C) probably would have asked (b) (6), (b) (7)(C) the Panel Chair. (b) (6), (b) (7)(C) recalled there was a panel controversy concerning a proposal submitted by (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C). The panel had discussed the proposal and liked the work. The proposal had the highest evaluation and they believed the proposal should have been recommended for the KPS. The panel discussed the two competing groups in (b) (6), (b) (7)(C) one from the U.S. and

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the other from (b) (6), (b) (7)(C) believed the negative language regarding the two competing groups in (b) (6), (b) (7)(C) may have resulted in the proposal not being selected. (b) (6), (b) (7)(C) indicated there was additional discussion by the panel after the review. (b) (6), (b) (7)(C) could not remember if (b) (6), (b) (7)(C) was part of the discussion, and whether the discussion was by phone or e-mail. (b) (6), (b) (7)(C) did not discuss the peer review process or the evaluations with any of the proposers.

(b) (6), (b) (7)(C) indicated that (b) (6), (b) (7)(C) did not see any problems during the review process; there were no strong disagreements about the evaluations. (b) (6), (b) (7)(C) was not asked for any additional comments concerning strengths or weaknesses by the Program Officer after the evaluations were completed. If there were any requests, the panel’s Chairperson, (b) (6), (b) (7)(C), would have received the request. (b) (6), (b) (7)(C) did not participate in the review of (b) (6), (b) (7)(C) proposal, but (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) did not give a rating for (b) (6), (b) (7)(C) proposal, nor did (b) (6), (b) (7)(C) advocate for or against (b) (6), (b) (7)(C) proposal in the final ranking. (b) (6), (b) (7)(C) did not discuss the peer review process and evaluation with any of the proposers being reviewed.

(b) (6), (b) (7)(C) did recall that (b) (6), (b) (7)(C) had a mild conflict of interest with one of the proposers, (b) (6), (b) (7)(C) worked with (b) (6), (b) (7)(C) and still works with (b) (6), (b) (7)(C) through the (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

RA spoke with NASA civil servant (b) (6), (b) (7)(C) concerning KPS solicitation NNH10ZDA001N-KPS. (b) (6), (b) (7)(C) did recall handling an issue concerning the KSP solicitation. (b) (6), (b) (7)(C) was the (b) (6), (b) (7)(C) for Science Mission Directorate (SMD) (b) (6), (b) (7)(C), and was asked by the Associate Administrator of SMD to complete an appeal review. The appeal was from (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) investigated the allegations in (b) (6), (b) (7)(C) appeal. (b) (6), (b) (7)(C) recalled that (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) as part of the appeal investigation. (b) (6), (b) (7)(C) did not believe (b) (6), (b) (7)(C) spoke with anyone else on the KSLT. (b) (6), (b) (7)(C) indicated that (b) (6), (b) (7)(C) never noticed any indication of bias on the KSLT. (b) (6), (b) (7)(C) indicated that the KSLT, which did a programmatic review for the KPS solicitation, reviewed proposals. The KSLT would have been asked to review the proposal, and (b) (6), (b) (7)(C) assumed that (b) (6), (b) (7)(C) would have been the person asking the team to review the proposals. (b) (6), (b) (7)(C) was not sure if the KSLT reviewed the peer panel evaluations. (b) (6), (b) (7)(C) explained that the peer review panel members are requested to provide any conflict(s) of interest and/or appearance of conflict(s) of interest they may have. Civil servants have annual ethics training concerning identifying conflict(s) of interest, and if a civil servant believes there could be a potential for conflict(s) of interest, then the employee should speak with NASA counsel.

RA reviewed the report prepared by (b) (6), (b) (7)(C) concerning (b) (6), (b) (7)(C) appeal, “Review of (b) (6), (b) (7)(C) Appeal of Non-selection of Proposal 10-KPS10-0026.” (b) (6), (b) (7)(C) wrote the following in-part:

After discussions with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), I understand that the programmatic weighting of the selectable proposals was arrived at as follows.

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Since the selected KPSPs would be joining the KST for the purpose of supplementing and complimenting its capabilities, (b) (6), (b) (7)(C) asked the science leaders of the Kepler project, referred to here as the Kepler science leadership ((b) (6), (b) (7)(C) (b) (6), (b) (7)(C)), science (b) (6), (b) (7)(C), and science (b) (6), (b) (7)(C)) to rank the selectable proposals based on programmatic value to the KST. (b) (6), (b) (7)(C) led this activity and provided the ranked list to (b) (6), (b) (7)(C) then combined the programmatic value (as recommended by the Kepler science leadership) with the science merit (as determined through peer review), applied (b) (6), (b) (7)(C) own judgment, and formulated a selection recommendation that could be funded within the available funding for the new KPSP awards.

(b) (6), (b) (7)(C) said that the Kepler science leadership looked at the selectable proposals and discriminated between them based on what the KST needed but did not have already..

(Attachment 5)

(b) (6), (b) (7)(C)

RA interviewed (b) (6), (b) (7)(C) concerning KPS solicitation NNH10ZDA001N-KPS. (b) (6), (b) (7)(C) did work at (b) (6), (b) (7)(C) from (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) worked with (b) (6), (b) (7)(C) and had written a paper with (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) wrote the proposal submitted to the NASA KPS solicitation, and (b) (6), (b) (7)(C) recalled discussing the proposal with (b) (6), (b) (7)(C) before submitting the proposal to NASA. (b) (6), (b) (7)(C) was employed by (b) (6), (b) (7)(C) at the time of the discussion. (b) (6), (b) (7)(C) was not sure if (b) (6), (b) (7)(C) had provided a copy of (b) (6), (b) (7)(C) proposal to (b) (6), (b) (7)(C) at the time of the interview with the RA, but later provided an e-mail indicating that (b) (6), (b) (7)(C) did provide a copy to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) knew that (b) (6), (b) (7)(C) had submitted a proposal. (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) met after the selection process for the solicitation, and both acknowledged that they had submitted proposals to each other. (b) (6), (b) (7)(C) believes the only discussion (b) (6), (b) (7)(C) had with (b) (6), (b) (7)(C) while (b) (6), (b) (7)(C) was employed by NASA was asking when the awards would be announced for the KPS solicitation. (b) (6), (b) (7)(C) had no contact with the peer review panel. (b) (6), (b) (7)(C) did not get any assistance from NASA employees in writing (b) (6), (b) (7)(C) proposal. (b) (6), (b) (7)(C) advised it was "My Proposal," and "I wrote it." (b) (6), (b) (7)(C) did not ask (b) (6), (b) (7)(C) or anyone else on the Kepler team to make sure (b) (6), (b) (7)(C) proposal was selected.

(b) (6), (b) (7)(C) provided e-mails to the RA, which included communication with (b) (6), (b) (7)(C) (Attachment 6) One of the e-mails provided by (b) (6), (b) (7)(C) to the RA, included e-mail communication between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) regarding (b) (6), (b) (7)(C) proposal for the NASA KPS solicitation. (b) (6), (b) (7)(C) appeared to be commenting to (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) proposal. Below is part of the e-mail correspondence:

On 2/8/11 8:08 PM, (b) (6), (b) (7)(C) wrote:
(b) (6), (b) (7)(C)

wow! Nice proposal. Here are a few suggestions. Change "Kepler team member" or "Kepler Team" to "Kepler project" in summary and elsewhere (as the project has the

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requirements not the team - NASA wording jargon). I'd get your experience, alude to results of yours, and paper reference in the proposal and highlighted up front. By the section "Detailed project description" at least. As I see the proposal up to that point, I have no idea you even do this type of work. Don't be shy selling yourself. Readers get bored reading blah blah blah, so make sure They know YOU can do the work and are super at it. Seems as if you are not mentioned until page 12 - too late. You should assume you can get the Keck Spectra - it is not a maybe. if you are a SPP you get the data, You can mention additional proposal you'd write to Gemini and Keck to support, but do not make them the only source of your data - the proprietary Marcy spectra will be available. Show a figure (or two) from your recent paper and talk as to its importance. Force the reader to know you are doing this and have great results. Mention your past papers in the areas as well.

(Attachment 7)

(b) (6), (b) (7)(C)

RA interviewed (b) (6), (b) (7)(C) on two occasions concerning the KPS solicitation NNH10ZDA001N-KPS. (b) (6), (b) (7)(C) provided the following (summary): (b) (6), (b) (7)(C) was the NASA Program Officer for the solicitation NNH10ZDA001N-KPS. There were three peer panels to review 30 proposals submitted for the solicitation. The peer panel, not the Program Officer, assigns the final rating for each proposal. The peer panel reviewers must complete a Non-Disclosure Agreement before they can access the proposals they need to review. (b) (6), (b) (7)(C) did not ask the peer panel for any additional strength or weaknesses during the peer panel's write-up. (b) (6), (b) (7)(C) did not change any of the evaluation scores derived by the peer panels for each proposal. (b) (6), (b) (7)(C) did not ask the peer panels for any additional strengths and/or weaknesses, once the final write-up was complete. (b) (6), (b) (7)(C) has never heard of any peer panel evaluator disclosing information concerning the reviews. If (b) (6), (b) (7)(C) learned a peer panel evaluator disclosed information from the review, (b) (6), (b) (7)(C) would not invite that panelist back to do reviews for NASA.

(b) (6), (b) (7)(C) said that a programmatic prioritization was done by the Kepler Science Team. (b) (6), (b) (7)(C) would not use the word "review," which would imply an evaluation of the proposals, and this was not done during the prioritization. The Kepler Science Team (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) were looking to fill the gaps; what were the greatest scientific needs identified by the Kepler Science Team. (b) (6), (b) (7)(C) led the programmatic prioritization group, which included (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) did not review any Office of Government Ethics Form 450 (OGE-450), but said (b) (6), (b) (7)(C) would have asked the Science Team about any conflicts of interest. (b) (6), (b) (7)(C) would have checked for Institutional Conflicts, and if there were any, then they "escaped"

(b) (6), (b) (7)(C) was not aware if any of the Kepler Science Team worked with any of the proposers for the solicitation. If one of the Kepler Science Team had a conflict of interest, then that person would not have been allowed to discuss the prioritization of that particular proposal they had the conflict with. (b) (6), (b) (7)(C) could not recall if any of the Kepler Science Team informed (b) (6), (b) (7)(C) if they had a conflict of interest. (b) (6), (b) (7)(C) does not maintain a conflict of interest sheet for the

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programmatically prioritized, as (b) (6), (b) (7)(C) does for the peer panel reviews. (b) (6), (b) (7)(C) indicated that (b) (6), (b) (7)(C) worked at (b) (6), (b) (7)(C), and did not recall if (b) (6), (b) (7)(C) discussed this with (b) (6), (b) (7)(C) or whether (b) (6), (b) (7)(C) brought this information to (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) knew there were two proposals submitted for the solicitation from NOAO, one being (b) (6), (b) (7)(C) would not have been allowed to participate in the discussion concerning a proposal from (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) could not remember specifically if one or more may have sat-out during the discussion. (b) (6), (b) (7)(C) did not do much; just sat on the phone call during the prioritization. (b) (6), (b) (7)(C) was "(b) (6), (b) (7)(C)." (b) (6), (b) (7)(C) indicated that the prioritization came down to the discussion of five proposals: two proposal rated Excellent/Very Good, and three proposals rated Very Good. **Note:** (b) (6), (b) (7)(C) *proposal was not one of the five being discussed, but* (b) (6), (b) (7)(C) *proposal was.* (b) (6), (b) (7)(C) indicated that (b) (6), (b) (7)(C) worked very hard to make the right decision to get the best value for the government. No one from the Kepler Science Team asked (b) (6), (b) (7)(C) to favor/select one proposal over the other proposal.

(b) (6), (b) (7)(C) indicated that once a peer panel review is completed, and the panel submits their final summary evaluation, it is typical to go back and clean up the document before the final summary evaluation is provided to the proposer. This includes any editing and formatting issues. The editing and formatting does not involve changing the rating, and it does not involve changing the intent of the final summary written by the peer panel. (b) (6), (b) (7)(C) indicated that (b) (6), (b) (7)(C) has done editing for all the summary evaluations reviews. (b) (6), (b) (7)(C) did edit (b) (6), (b) (7)(C) summary evaluation by the peer panel, but did not change the overall rating and it was not (b) (6), (b) (7)(C) intent to change the meaning of what the peer panel had written.

(b) (6), (b) (7)(C) provided the following information by e-mail after the second interview:

I am sending this message to close out the action items I accepted during our interview on Tuesday, 12 May 2015. In the following, I use the term "panel Summary Evaluation" to refer to the version of the Summary Evaluation that was prepared and submitted by the panel, and the term "NASA-approved Summary Evaluation" to refer to the version of the Summary Evaluation that was formatted and edited by me and then returned to the proposers.

Also, it should be understood that the KPS 2010 review was an all-virtual panel review. None of the panels met face-to-face; instead, the reviewers met for a single, four-hour teleconference using Webex and phone connectivity. During that teleconference, each proposal was discussed and each reviewer assigned it an adjectival rating. Afterwards, the panel collaborated to synthesize and submit the Summary Evaluations within NASA's NSPIRES proposal review system. That process took place off line over a 1-2 week period. When the panel was satisfied that the evaluations effectively captured the salient findings of all the individuals on the review panel, the panel chair notified me that they had completed their work. NRESS then downloaded all the Summary Evaluations into the attached Microsoft Word template and sent them to me. I formatted and edited those "raw" documents to produce the "clean" versions of the Summary Evaluations that were returned to the proposers.

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Now, regarding the actions...

(1) For all 30 KPS 2010 proposals, send copies of the Summary Evaluations prepared by the review panels, as well as the discipline-scientist- approved versions of the Summary Evaluations that were returned to the proposers.

In parallel to this message, I am sending two zip files with the requested documents using the NOMAD Large File Transfer system to ensure security. In the file names, I have used the colloquial term "Raw" to denote the versions of the forms produced by the panels, and the term "Clean" to denote the files that I reformatted and edited as-needed prior to returning the feedback to the proposers.

A note of explanation: It is standard practice in the Astrophysics Division that the Summary Evaluation form for every proposal to every solicitation is reviewed and finalized after the completion of the panel meeting. That job is done by the NASA HQ Discipline Scientist who monitored the panel deliberations, and generally includes correction of spelling and grammar errors, and reorganizing the content into a form that is clearer to the proposer. However, it may also include some editing of the content. Ordinarily, those edits are very light because the cognizant Discipline Scientist is present during the drafting of the Summary Evaluation, and is able to provide advice and guidance to the panelists on how to express their findings in a clear and constructive fashion. However, this was not the case for the KPS 2010 panel meeting. As described above, the KPS 2010 panel meeting was conducted virtually, and the panelists collaborated off-line to produce the Summary Evaluations without the benefit of said advice. As a consequence, the panel's Summary Evaluation forms were not as well formed as those produced by a face-to-face panel, necessitating a somewhat greater degree of editing on my part. In either case, the goal of any edits to the Summary Evaluation is to make the feedback contained in the Summary Evaluation as clear and constructive as possible for the proposer; it is **never** to change the intent of the language crafted by the review panel.

(2) QUESTION: Did the participants in the programmatic prioritization meeting have access to the panel Summary Evaluations and/or the NASA-approved Summary Evaluations of the KPS 2010 proposals in advance of the 31 May 2011 meeting?

Short answer: The participants in the 31 May 2011 programmatic prioritization meeting were granted access to all the KPS 2010 proposals and to the panel Summary Evaluations. However, to my knowledge, they did not have access to the NASA-approved Summary Evaluations.

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Explanation: In deference to the sensitivity and confidentiality of the peer review process, I did not email any proposals or proposal-related materials to the people who participated in the KPS 2010 programmatic prioritization meeting. Instead, I asked NRESS to add them as reviewers in the NSPIRES system. That would have allowed them to access the proposals and the panel versions of the Summary Evaluations that were prepared within the NSPIRES system. However, it would not have provided access to the NASA-approved versions of the Summary Evaluations, as those were prepared outside of the NSPIRES system, and conveyed between myself and the NRESS logistics coordinator by secure file transfer.

(3) QUESTION: Did any of the participants in the (virtual) 31 May 2011 programmatic prioritization meeting "drop-off" the telecon line during the discussion due to a conflict-of-interest with a proposal?

I do not know. I do not have a detailed memory of that meeting--a single telecon held nearly 4 years ago--and I am afraid my notes are extremely sparse. I have no record that indicates that anyone did drop of the telecon for reasons of conflict-of-interest, but I also have no evidence to the contrary, either.

(Attachment 8)

(b) (6), (b) (7)(C)

RA had interviewed (b) (6), (b) (7)(C) on two occasions concerning the KPS solicitation NNH10ZDA001N-KPS. (b) (6), (b) (7)(C) provided the following information: (b) (6), (b) (7)(C) worked at (b) (6), (b) (7)(C) for (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) indicated that NASA Headquarters has asked for (b) (6), (b) (7)(C) opinion (programmatic) on various aspect of the review, but (b) (6), (b) (7)(C) did not review the proposals. (b) (6), (b) (7)(C) did not believe (b) (6), (b) (7)(C) was part of the programmatic high level review, and did not recall doing any type of review for the solicitation. (b) (6), (b) (7)(C) knew (b) (6), (b) (7)(C) from NOAO. (b) (6), (b) (7)(C) was not (b) (6), (b) (7)(C) relationship with (b) (6), (b) (7)(C) was professional and as a friend. (b) (6), (b) (7)(C) could not remember if (b) (6), (b) (7)(C) submitted a proposal for the KPS solicitation.

In (b) (6), (b) (7)(C) first interview, (b) (6), (b) (7)(C) indicated that (b) (6), (b) (7)(C) had never provided any assistance to (b) (6), (b) (7)(C) for proposals that (b) (6), (b) (7)(C) has written. In the second interview (b) (6), (b) (7)(C) indicated that it was likely that (b) (6), (b) (7)(C) would have reviewed papers by (b) (6), (b) (7)(C). It was not unusual to review papers from (b) (6), (b) (7)(C) scientists. (b) (6), (b) (7)(C) could not recall reviewing specific proposals from (b) (6), (b) (7)(C) but (b) (6), (b) (7)(C) indicated that it looks like (b) (6), (b) (7)(C) did review the KPS proposal based on the e-mails shown to (b) (6), (b) (7)(C) by the RA in the second meeting. (b) (6), (b) (7)(C) said that no one on (b) (6), (b) (7)(C) team would have been allowed to review the proposals, because it would have been a conflict of interest. (b) (6), (b) (7)(C) indicated that (b) (6), (b) (7)(C) was never asked to do a review any of the proposal for the solicitation. (b) (6), (b) (7)(C) never saw the peer reviews. (b) (6), (b) (7)(C) never told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) knew (b) (6), (b) (7)(C) never asked how (b) (6), (b) (7)(C) was rated regarding the peer reviews.

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After the second interview with (b) (6), (b) (7)(C) RA asked (b) (6), (b) (7)(C) the following questions by e-mail and received a response by e-mail:

For NASA solicitation NNH10ZDA001N-KPS - Kepler Participating Scientists Program, did you recall doing a programmatic prioritization (I had called it a programmatic review) on (b) (6), (b) (7)(C)? This was a telecon meeting. If you did participate, at any time do you recall discussing (b) (6), (b) (7)(C) proposal during this telecon prioritization and/or was (b) (6), (b) (7)(C) proposal discussed by others as part of the programmatic prioritization?

(b) (6), (b) (7)(C) responded by e-mail with the following:

I believe I participated in that phone call as the (b) (6), (b) (7)(C). I do not believe I said much if anything at all as I was (b) (6), (b) (7)(C). The discussion of the proposals and rankings was done in general terms I think and I do not recall any specific discussion of (b) (6), (b) (7)(C) proposal and I certainly did not comment on it.

(Attachment 9)

Special Agent (b) (6), (b) (7)(C), NASA OIG, Computer Crimes Division completed an e-mail review for (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) e-mails stored on the NASA Operational Messaging and Directory Service (NOMAD) for any communication concerning the allegations. No e-mail communication was found in (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) NASA e-mail communications concerning the allegations by (b) (6), (b) (7)(C)

RA consulted with OIG's Attorney Advisor (b) (6), (b) (7)(C), who noted that an administrative violation of 5 C.F.R. Section 2635.502 Standards of Ethical Conduct for Employees of the Executive Branch may have occurred, because (b) (6), (b) (7)(C) conducting of a programmatic review of (b) (6), (b) (7)(C) former employer (b) (6), (b) (7)(C) proposal, submitted by (b) (6), (b) (7)(C) could be a potential conflict.

(Attachment 10)

Pertinent Section of 2635.502 - Personal and business relationships:

(a) Consideration of appearances by the employee. Where an employee knows that a particular matter involving specific parties is likely to have a direct and predictable effect on the financial interest of a member of his household, or knows that a person with whom he has a covered relationship is or represents a party to such matter, and where the employee determines that the circumstances would cause a reasonable person with knowledge of the relevant facts to question his impartiality in the matter, the employee should not participate in the matter unless he has informed the agency designee of the appearance problem and received authorization from the agency designee in accordance with paragraph (d) of this section.

(b) Definitions. For purposes of this section:

(1) An employee has a covered relationship with:

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... (iv) Any person for whom the employee has, within the last year, served as officer, director, trustee, general partner, agent, attorney, consultant, contractor or employee;

Conclusion

(b) (6), (b) (7)(C) was a NASA civil servant when the programmatic prioritization was completed for the KPS Solicitation - NNH10ZDA001N-KPS on May 11, 2011. (b) (6), (b) (7)(C) could be considered a covered person under Section 2635.502, and by (b) (6), (b) (7)(C) participation in the programmatic prioritization without disclosing (b) (6), (b) (7)(C) former connection to (b) (6), (b) (7)(C) could have given an appearance of bias. (b) (6), (b) (7)(C) should not have participated in the matter without prior authorization from the appropriate agency designee.

(b) (6), (b) (7)(C) did not tell (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) knew (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) was not aware if any of the Kepler Science Team (included (b) (6), (b) (7)(C) worked with any of the proposers for the solicitation. (b) (6), (b) (7)(C) could not recall if any of the Kepler Science Team had informed (b) (6), (b) (7)(C) if they had a conflict of interest. (b) (6), (b) (7)(C) indicated that (b) (6), (b) (7)(C) worked at (b) (6), (b) (7)(C) within a year of the programmatic prioritization, and did not recall if (b) (6), (b) (7)(C) discussed this with (b) (6), (b) (7)(C) or whether (b) (6), (b) (7)(C) brought this information to (b) (6), (b) (7)(C) (while employed at (b) (6), (b) (7)(C)) had reviewed (b) (6), (b) (7)(C) proposal and had provided feedback on (b) (6), (b) (7)(C) proposal, which was submitted to NASA under the KPS solicitation. (b) (6), (b) (7)(C) was on the conference call for the programmatic prioritization on (b) (6), (b) (7)(C), but there was no indication that (b) (6), (b) (7)(C) provided any input concerning (b) (6), (b) (7)(C) proposal.

(b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) proposal were both rated as Excellent/Very Good by the peer panel review of their respective proposals. (b) (6), (b) (7)(C) had the highest overall score of the proposals reviewed by the peer panel- Excellent/Very Good. There was no evidence that (b) (6), (b) (7)(C) and/or (b) (6), (b) (7)(C) requested (b) (6), (b) (7)(C) proposal be evaluated higher than (b) (6), (b) (7)(C) proposal. There was also no evidence that (b) (6), (b) (7)(C) requested additional strengths or weaknesses on selected proposals after the peer panel had completed their final summary evaluations. (b) (6), (b) (7)(C) did edit (b) (6), (b) (7)(C) summary evaluation by the peer panel, but did not change the overall rating, and stated in (b) (6), (b) (7)(C) interview that it had not been (b) (6), (b) (7)(C) intent to change the meaning of what the peer panel had written. (b) (6), (b) (7)(C) had also edited the other summary evaluations completed by the peer panels, not just (b) (6), (b) (7)(C) ((b) (6), (b) (7)(C)) did not believe that the change to (b) (6), (b) (7)(C) final report would have affected the outcome of who was selected for funding. According to (b) (6), (b) (7)(C) the selections were based on programmatic needs and made programmatic sense.

All investigative activity is complete and this case will be closed. This matter will be referred to NASA ARC's Office of Chief Counsel for actions deemed appropriate.

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Attachment(s)

1. 302 Interview with (b) (6), (b) (7)(C)
2. E-mail correspondence with (b) (6), (b) (7)(C) — (b) (6), (b) (7)(C)
3. 302 Interview of (b) (6), (b) (7)(C)
4. Email communications between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C)
5. (b) (6), (b) (7)(C) appeal investigated by (b) (6), (b) (7)(C)
6. E-mails from (b) (6), (b) (7)(C) to the RA
7. E-mail communication between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) regarding (b) (6), (b) (7)(C) proposal for the NASA KPSP solicitation
8. Additional information from (b) (6), (b) (7)(C) received on May 15, 2015
9. E-mail communication between RA and (b) (6), (b) (7)(C) dated August 28, 2015
10. Opinion by (b) (6), (b) (7)(C) dated November 17, 2014

Prepared by: (b) (6), (b) (7)(C), ARC
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O-AR-14-0312-S

February 17, 2015

ALLEGED FAVORITISM AND CONFLICT OF INTEREST

CASE CLOSING AND CASE SUMMARY MEMORANDUM: On August 4, 2014, NASA Office of Inspector General's (OIG) Resident Agent in Charge (RAC) (b) (6), (b) (7)(C) met with (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), Space Science and Astrobiology Division) at Ames Research Center (ARC), Building (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) had two complaints concerning NASA civil servant (b) (6), (b) (7)(C) (ARC Earth Science Division - (b) (6), (b) (7)(C) - (b) (6), (b) (7)(C)) and (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), who (b) (6), (b) (7)(C)

The complaints were as follows: 1. (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) had been provided an exceptional amount of space for (b) (6), (b) (7)(C) their position and funding; and 2. there is a conflict of interest between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) felt that the first part of (b) (6), (b) (7)(C) complaint about office space was administrative and planned to see ARC Ombudsman (b) (6), (b) (7)(C) about the issue. (b) (6), (b) (7)(C) did not believe (b) (6), (b) (7)(C) had independent funding, and thus felt (b) (6), (b) (7)(C) must be receiving ARC money, similar to (b) (6), (b) (7)(C) **Agent Note:** (b) (6), (b) (7)(C) has a cooperative agreement with NASA under (b) (6), (b) (7)(C)

The scope of this investigation was limited to the alleged conflict of interest between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) and additional information determined therefrom, related to (b) (6), (b) (7)(C) Office of Government Ethics (OGE) Form 450 filing(s).

Investigation determined that although there was a potential for a conflict of interest between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) when a proposal was submitted to NASA under Solicitation NNH08ZDA002C, where (b) (6), (b) (7)(C) was listed as the (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) was to (b) (6), (b) (7)(C) under the proposal, the proposal was not selected and was not funded. No present conflict of interest is found. During the course of this investigation, it was determined that (b) (6), (b) (7)(C) failed to accurately indicate on (b) (6), (b) (7)(C) relevant OGE Form 450s, any source of salary for (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) indicated that (b) (6), (b) (7)(C) never intentionally left off (b) (6), (b) (7)(C) and that (b) (6), (b) (7)(C) filled-out the form in good faith.

Agent Note: Reporting Agent (RA) reviewed a closed OIG investigation (O-AR-13-0152-P) concerning (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) It was determined in the prior investigation that both (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) did receive ARC funding to perform preliminary research on a project with (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) for their mission called (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) who oversaw the project which included the funding, did not feel that (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) relationship was an issue, since their specialties

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were *unique from each other within the project.* (b) (6), (b) (7)(C) *did not see a conflict of interest with* (b) (6), (b) (7)(C) *working together with two other civil servant researchers. (See closed case O-AR-13-0152-P)*

RA obtained from NASA's ARC Office of Chief Counsel, OGE Form 450 and 450-A for (b) (6), (b) (7)(C) for the filing years of 2008 through 2014. RA reviewed the OGE Forms 450, and under Section Part I: Assets and Income, (b) (6), (b) (7)(C) failed to list (b) (6), (b) (7)(C) source of salary as required.

On November 5, 2014, Reporting Agent (RA) interviewed BAERI's (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) concerning (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Also present in the interview was (b) (6), (b) (7)(C) General Counsel (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) provided the following information (in-part) during the interview:

(b) (6), (b) (7)(C) is a (b) (6), (b) (7)(C) and is presently a full time employee. (b) (6), (b) (7)(C) joined (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) is being (b) (6), (b) (7)(C) under the current cooperative agreement (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) learned prior to the meeting with the RA that (b) (6), (b) (7)(C) may have had outside employment. (b) (6), (b) (7)(C) did some research, "Goggle", and connected (b) (6), (b) (7)(C) to an outside company. (b) (6), (b) (7)(C) could not remember all the details, but believes that (b) (6), (b) (7)(C) was the (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) thought the name was (b) (6), (b) (7)(C). Currently, (b) (6), (b) (7)(C) does not have a policy that requires employees to tell (b) (6), (b) (7)(C) if they have outside employment. (b) (6), (b) (7)(C) indicated that the company will create a policy.

In the proposal, (b) (6), (b) (7)(C) indicated the use of facilities located at ARC. (b) (6), (b) (7)(C) was given access to use facilities at ARC by NASA, but did not receive any agreement in writing as to which facilities will be allocated to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) has met (b) (6), (b) (7)(C) as being (b) (6), (b) (7)(C) of (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) is a well-known Astrobiologist. (b) (6), (b) (7)(C) has not provided any help with writing any proposals by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) is not working under the cooperative agreement between (b) (6), (b) (7)(C) and NASA, nor is (b) (6), (b) (7)(C) working with (b) (6), (b) (7)(C) under the cooperative agreement. (b) (6), (b) (7)(C) has not seen a conflict of interest between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) stated that if (b) (6), (b) (7)(C) saw a conflict between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) "would freak." (b) (6), (b) (7)(C) has had discussions with NASA's (b) (6), (b) (7)(C) concerning conflict of interest between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) indicated that sometimes NASA officials will not listen to you, but (b) (6), (b) (7)(C) has listen and (b) (6), (b) (7)(C) has indicated that NASA is being careful to keep them separated.

(b) (6), (b) (7)(C) provided all the agreements (grants, purchase order and cooperative agreements) with NASA that (b) (6), (b) (7)(C) has been paid through, since (b) (6), (b) (7)(C) BAERI from January 2010 to the present.

On December 2, 2014, RA spoke with (b) (6), (b) (7)(C) supervisor (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), Earth Science Division, ARC, regarding (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) discussed the potential

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for conflict of interest between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) with (b) (6), (b) (7)(C) over the last several years. (b) (6), (b) (7)(C) spoke frequently with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) about apparent conflicts of interest and perceived conflicts of interest. (b) (6), (b) (7)(C) indicated that (b) (6), (b) (7)(C) has not supervised any Tasks under the current cooperative agreement with (b) (6), (b) (7)(C) or funded any of the Tasks under the current cooperative agreement with (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) believes that (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) are overly concerned about the situation. (b) (6), (b) (7)(C) does not currently know of any conflict of interest between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) indicated that (b) (6), (b) (7)(C) does not have any outside activity/employment. (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (not paid) and is an (b) (6), (b) (7)(C) (not paid) and (b) (6), (b) (7)(C) (not paid).

RA requested assistance from NASA OIG Special Agent (SA) (b) (6), (b) (7)(C), Computer Crimes Division, to review the e-mails (NASA accounts only) of (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) for any communication concerning the allegations.

On December 8, 2014, RA reviewed the e-mails and determined that the e-mails did not corroborate the allegations.

On January 7, 2015, RA spoke telephonically with ARC Attorney (b) (6), (b) (7)(C) concerning (b) (6), (b) (7)(C) and outside activities. (b) (6), (b) (7)(C) did have discussions with (b) (6), (b) (7)(C) concerning Brown University. (b) (6), (b) (7)(C) indicated that (b) (6), (b) (7)(C) was being (b) (6), (b) (7)(C) at Brown University (Brown), and Brown wanted (b) (6), (b) (7)(C) to (b) (6), (b) (7)(C) to Brown. (b) (6), (b) (7)(C) was not (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) was (b) (6), (b) (7)(C) doing NASA work and the IP belong to NASA. (b) (6), (b) (7)(C) indicated that if the work and teaching was part of their Position Description, approved by the Supervisor and the scientist is not paid by the University, then this activity is not considered outside activity. (b) (6), (b) (7)(C) stated that part of NASA's mission is to educate. (b) (6), (b) (7)(C) explained that (b) (6), (b) (7)(C) discussed the above situation with (b) (6), (b) (7)(C) supervisor (b) (6), (b) (7)(C) and that (b) (6), (b) (7)(C) was fine with the situation.

On January 15, 2015, (b) (6), (b) (7)(C) provided the following information via e-mail:

I had a chance to look through some documents this afternoon and did not find a specific mention of (b) (6), (b) (7)(C) teaching in the PD that (b) (6), (b) (7)(C) is working under. As we discussed on the phone, this was not a surprise as the PD is written generally for the position and not the employee that is working in that position.

I did however find a Performance Plan for (b) (6), (b) (7)(C) prior to when (b) (6), (b) (7)(C) joined the branch. Indeed (b) (6), (b) (7)(C) was identified in it (see page 5). It is also noteworthy that (b) (6), (b) (7)(C) was working for code D under the Center Director ((b) (6), (b) (7)(C) initials on the plan). I have enclosed that Performance plan in this email. So, I believe that (b) (6), (b) (7)(C) was well documented starting at least in 2006 (the date you had mentioned).

On January 16, 2015, RA and SA (b) (6), (b) (7)(C) met with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) provided the following information in-part:

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(b) (6), (b) (7)(C) indicated that since (b) (6), (b) (7)(C) has been a civil servant, (b) (6), (b) (7)(C) has not directed money to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) did recall that (b) (6), (b) (7)(C) was on a proposal submitted by (b) (6), (b) (7)(C) that did not get funded. The proposal was submitted in late 2000, but (b) (6), (b) (7)(C) could not remember the exact date. **Agent Note:** (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) provided a copy of the final proposal submitted and indicated the proposal due date was April 11, 2008 under solicitation (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) believed this was the only proposal that (b) (6), (b) (7)(C) has been on with (b) (6), (b) (7)(C) since becoming a civil servant. (b) (6), (b) (7)(C) was the (b) (6), (b) (7)(C) on the proposal and (b) (6), (b) (7)(C) believed that (b) (6), (b) (7)(C) was a (b) (6), (b) (7)(C) on the proposal. (b) (6), (b) (7)(C) wrote a section that was added to the proposal. (b) (6), (b) (7)(C) understanding was that this was acceptable because (b) (6), (b) (7)(C) was not giving money to (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) was not providing money to (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) had a discussion with (b) (6), (b) (7)(C) at NASA Headquarters (b) (6), (b) (7)(C) was not sure of (b) (6), (b) (7)(C) title) regarding working with (b) (6), (b) (7)(C) spouse, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) believed that (b) (6), (b) (7)(C) wrote an e-mail to (b) (6), (b) (7)(C) but it could have been over the phone; that it was fine for (b) (6), (b) (7)(C) to collaborate with (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) has had the annual online ethics training. (b) (6), (b) (7)(C) has had extensive discussions with (b) (6), (b) (7)(C) supervisor, (b) (6), (b) (7)(C) about perceived and/or actual conflict of interest concerning (b) (6), (b) (7)(C) spouse. (b) (6), (b) (7)(C) recalled having discussions with ARC Chief Counsel on two occasions; 1. A general discussion on conflict of interest and working with (b) (6), (b) (7)(C) spouse, (b) (6), (b) (7)(C) and 2. Using the NASA logo on student T-shirts, and the students did not use the NASA logo.

(b) (6), (b) (7)(C) does not have any outside employment. All activity is under (b) (6), (b) (7)(C) NASA performance plan. (b) (6), (b) (7)(C) speaks constantly and has approximately ten (10) talks a year. These talks are included in (b) (6), (b) (7)(C) performance plan. (b) (6), (b) (7)(C) has only (b) (6), (b) (7)(C), and has had (b) (6), (b) (7)(C) from Brown University and University of California, Santa Cruz working in (b) (6), (b) (7)(C) lab at NASA ARC. (b) (6), (b) (7)(C) has never been paid for (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) discussed (b) (6), (b) (7)(C) roles with the universities with NASA ARC attorneys. RA showed (b) (6), (b) (7)(C) two documents prepared by ARC's legal which was apparently sent to (b) (6), (b) (7)(C) concerning potential conflict of interest based on the financial disclosure submitted by (b) (6), (b) (7)(C) for the fiscal years 2011 and 2012. (b) (6), (b) (7)(C) listed (b) (6), (b) (7)(C) and listed (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) has never seen these two documents before. (b) (6), (b) (7)(C) thought (b) (6), (b) (7)(C) had to list (b) (6), (b) (7)(C) on the OGE Form-450. RA showed (b) (6), (b) (7)(C) the OGE Form-450 and OGE Form-450-A that (b) (6), (b) (7)(C) had filed. RA specifically had (b) (6), (b) (7)(C) look at Part III: Outside Positions, and the "Do Not Report" section. This section listed several non-reportable positions, which included "Any positions that you hold as part of your official duties." (b) (6), (b) (7)(C) indicated that (b) (6), (b) (7)(C) mis-understood the form and now understood that (b) (6), (b) (7)(C) did not have to list the universities, since they were not considered outside positions, but part of (b) (6), (b) (7)(C) official duties.

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(b) (6), (b) (7)(C) indicated that (b) (6), (b) (7)(C) understanding was that (b) (6), (b) (7)(C) has been employed and paid by (b) (6), (b) (7)(C) since 2010. (b) (6), (b) (7)(C) though that (b) (6), (b) (7)(C) may not have been paid by (b) (6), (b) (7)(C) last year. (b) (6), (b) (7)(C) believed that (b) (6), (b) (7)(C) should have stopped filing the financial disclosures when (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) . RA asked (b) (6), (b) (7)(C) why (b) (6), (b) (7)(C) did not list (b) (6), (b) (7)(C) spouse's employer under Part I: Assets and Income. (b) (6), (b) (7)(C) indicated that (b) (6), (b) (7)(C) never intentionally left off (b) (6), (b) (7)(C) spouse and that (b) (6), (b) (7)(C) filled-out the form in good faith. RA explained to (b) (6), (b) (7)(C) that ARC legal explained to the RA that the employee's supervisor has to remove the employee from the financial disclosure filing list after discussing with Human Resource. (b) (6), (b) (7)(C) indicated that (b) (6), (b) (7)(C) will work with ARC Human Resource (HR) to remove (b) (6), (b) (7)(C) name.

(b) (6), (b) (7)(C) indicated that (b) (6), (b) (7)(C) spouse, (b) (6), (b) (7)(C) does have a company, but that (b) (6), (b) (7)(C) has no involvement with the company. (b) (6), (b) (7)(C) believes that (b) (6), (b) (7)(C) spouse is losing money with (b) (6), (b) (7)(C) company.

On January 26, 2015, RA spoke telephonically with NASA civil servant (b) (6), (b) (7)(C), Science Mission Directorate at NASA headquarters concerning (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) stated that in 2012, (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) regarding whether couples could work on the same project. (b) (6), (b) (7)(C) sent (b) (6), (b) (7)(C) a response by e-mail in October 2012. (b) (6), (b) (7)(C) spoke with (b) (6), (b) (7)(C) and had e-mailed NASA Headquarter attorney, (b) (6), (b) (7)(C) concerning collaboration with spouses. (b) (6), (b) (7)(C) used the information (b) (6), (b) (7)(C) received from (b) (6), (b) (7)(C) in (b) (6), (b) (7)(C) response to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) provided the following response:

On 10/9/12 4:26 PM, "(b) (6), (b) (7)(C)" <(b) (6), (b) (7)(C)@nasa.gov> wrote:

Dear (b) (6), (b) (7)(C)

In my experience lawyers rarely give you a straight simple answer. Thus, I was surprised by the answer that I got, both because of the content and its clarity. I spoke with (b) (6), (b) (7)(C), a very reasonable lawyer here at HQ. I have worked with (b) (6), (b) (7)(C) before and (b) (6), (b) (7)(C) has, in my experience, never been extreme. I said to (b) (6), (b) (7)(C) that surely there was a misunderstanding, surely there is no blanket ban on a (mixed CS and non CS) couple working together. (b) (6), (b) (7)(C) response was that I should not use the word ban (footnote 1) and that "working together" (footnote 2) was too vague, but that what you were told was essentially correct: "There is a criminal statute that prevents employees from participating in matters in which they (or their spouse) have a financial interest. (b) (5)

(b) (6), (b) (7)(C) added (b) (5)

I asked again in different ways because I was quite surprised. In the end (b) (6), (b) (7)(C) noted that (b) (5)

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(b) (5)

(b) (5)

The
 "particular matter" that is used to determine whether there is a conflict is not restricted to the grant that I might give you for your portion of the work, rather it's the project. So splitting the award would not help.
 (b) (5)

Footnote 1: ^{(b) (6), (b) (7)(C)} comment on my use of the word "ban": (b) (5)

Footnote 2: ^{(b) (6), (b) (7)(C)} comment on my use of the words working together: ^{(b) (5)}

" (b) (6), (b) (7)(C) you can work side by side as long as you are not working on the same project. Harumph! No great help there.

In the end the only recourse would be to get a waiver signed by the Administrator. Personally, I think that it cannot have been the intention of the law to prevent husband and wife scientist teams from proposing to work together. If I were you I would see if you can have ARC request a waiver from the Administrator for ROSES proposals under the condition that the awards be made separately to you (via ^{(b) (6), (b) (7)(C)} for example) and ^{(b) (6), (b) (7)(C)} (via ARC).

Never were the oft quoted words from Dickens about the law more appropriate:

"That is no excuse," replied Mr. Brownlow in the eye of the law; for the law supposes that your wife acts under your direction."

"If the law supposes that," said Mr. Bumble, squeezing his hat emphatically in both hands, "the law is a ass- a idiot. If that's the eye of the law, the law is a bachelor; and the worst I wish the law is, that

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his eye may be opened by experience."

(b) (6), (b) (7)

Based on the above information, this case will be closed. This matter will be referred to NASA ARC OCC for any administrative actions deemed appropriate.

Although there was a potential for a conflict of interest between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) when a proposal was submitted to NASA under solicitation (b) (6), (b) (7)(C) where (b) (6), (b) (7)(C) was listed as the Principal Investigator and (b) (6), (b) (7)(C) was to perform some research under the proposal, the proposal was not selected and was not funded. There appears to be no current conflict of interest.

(b) (6), (b) (7)(C) failed to accurately indicate on (b) (6), (b) (7)(C) applicable OGE Form 450s, any source of salary for (b) (6), (b) (7)(C) spouse, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) indicated that (b) (6), (b) (7)(C) never intentionally left off (b) (6), (b) (7)(C) spouse and that (b) (6), (b) (7)(C) filled-out the form in good faith.

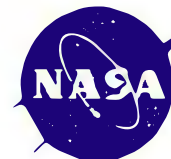
Prepared by (b) (6), (b) (7)(C), ARC
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O-HS-14-0366-HL

April 10, 2015

MISMANAGEMENT AND ABUSE

NASA Ames Research Center
Moffett Field, CA 94035

CASE CLOSING: The NASA Office of Inspector General (OIG) received an anonymous hotline complaint alleging (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) Space Science Division (Code SS), Ames Research Center (ARC), engaged in mismanagement and abuse of authority in the selection of Code SS interns, the appointment of Code SS postdoctoral positions and the selection of research grant awards. The hotline complaint also reported that the branch chiefs within Code SS could verify the allegations.

Interviews of the branch chiefs of Astrophysics (Code SSA), Planetary Systems Branch (Code SST), Exobiology Branch (Code SSX) as well as other Code SS personnel failed to support any of the allegations that (b) (6), (b) (7)(C) abused the postdoctoral selection process or research grant award process. Investigation determined that selection of NASA Postdoctoral Positions (NPP) is performed by a committee comprised of (b) (6), (b) (7)(C) branch chiefs and the Science Directorate Deputy Director. All committee members have an equal vote and (b) (6), (b) (7)(C) has never attempted to coerce or manipulate a vote of a NPP candidate. Since (b) (6), (b) (7)(C) appointment as Code SS (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) has been awarded (b) (6), (b) (7)(C) other scientists in Code SS. Investigation determined that (b) (6), (b) (7)(C) does not have the authority to (b) (6), (b) (7)(C) a subordinate's research proposal. Funding of research grants is approved by peer reviews at NASA Headquarters.

Investigation determined that (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) did work on an informal basis for (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) approximately (b) (6), (b) (7)(C) respectively. (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) were both on their (b) (6), (b) (7)(C) at the time. (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) stated no benefit or gain had been provided to (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) for their efforts. (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) stated they were not coerced or pressured by (b) (6), (b) (7)(C) to take on (b) (6), (b) (7)(C) sons. One witness noted that children of other ARC employees have participated in similar arrangements.

Search of (b) (6), (b) (7)(C) NASA Operational Messaging and Directory Services e-mail did not identify any information related to the allegations.

The details of this investigation were provided to (b) (6), (b) (7)(C) Counsel, ARC. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) office will be making an ARC Centerwide announcement addressing the allowable and

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prohibited use of volunteers which would resolve and minimize the legal liabilities that could arise from the use of volunteer interns, as in this case. A Management Referral letter was provided to ^{(b) (6), (b) (7)(C)} on April 9, 2015 and uploaded into the NASA OIG Reporting System.

Based upon the findings of this investigation and the action of the ARC General Counsel's Office this investigation is closed.

Prepared by: (b) (6), (b) (7)(C), ARC
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O-AR-15-0032-S

October 20, 2016

USE OF PUBLIC OFFICE FOR PRIVATE GAIN

CASE CLOSING MEMORANDUM: Background - On October 22, 2014, NASA Office of Inspector General (OIG) received a three-fold complaint concerning Ames Research Center (ARC) NASA civil servant (b) (6), (b) (7)(C) ((b) (6), (b) (7)(C)

Code RE). The alleged complaints are were as follows: 1) (b) (6), (b) (7)(C) was having at least two NASA subcontractors work on (b) (6), (b) (7)(C) home, rental property, and car during business hours and on weekends. The subcontractor was Metis and the NASA prime contractor was Millennium Engineering and Integration (MEI). The two contractors who were allegedly doing personal work for (b) (6), (b) (7)(C) during work hours were identified as (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C). It was later determined that (b) (6), (b) (7)(C) was not an employee of Metis, but there was a (b) (6), (b) (7)(C) fitting the allegation as described; 2) (b) (6), (b) (7)(C) was alleged to have pressured a former subcontractor (under former prime contractor Lockheed Martin) to hire an individual (b) (6), (b) (7)(C) wanted hired for the subcontract. However, Complainant and NASA Civil Servant (b) (6), (b) (7)(C) backed down from this statement later during the same interview; 3) (b) (6), (b) (7)(C) is alleged to have contributed in some manner, potentially by misrepresentation, to (b) (6), (b) (7)(C) students overstaying their time working on a cube satellite program at NASA. Originally, the students were hired under a San Jose State University-sponsored program, which had run out of funding. (b) (6), (b) (7)(C) allegedly told the students that they would continue to receive financial support, which left them at a loss at the end of the project.

The investigation determined that two NASA sub-contractors from Metis, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), assisted (b) (6), (b) (7)(C) on the remodeling project at (b) (6), (b) (7)(C) rental property in the summer of 2014. Both individuals denied any pressure from (b) (6), (b) (7)(C) to provide the said assistance, and (b) (6), (b) (7)(C) was also compensated for (b) (6), (b) (7)(C) work by (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) stated that they provided the assistance to (b) (6), (b) (7)(C) on their personal time and there was no evidence to rebut or disprove their claims. Both (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) said they also provided voluntary assistance to other NASA civil employees' on their personal matters on their own time as well.

On the second alleged issue concerning (b) (6), (b) (7)(C) pressure on Lockheed Martin to hire an individual whom (b) (6), (b) (7)(C) wanted to be hired, the investigation revealed that in (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) was the (b) (6), (b) (7)(C) for the Synchronized Position Hold, Engage, Reorient, Experimental Satellites (SPHERES) program, working with Lockheed Martin contractors. (b) (6), (b) (7)(C) interviewed one of the contractors, (b) (6), (b) (7)(C), who was identified as knowing of the hiring at issue, and (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) had presented

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employee (b) (6), (b) (7)(C), who received the job, as a contender for the position, but that (b) (6), (b) (7)(C) also had provided another possible candidate for the job as well. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) ultimately was not the hiring official, and that a hiring manager at Lockheed Martin had made the final decision. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) was a good worker, and was not an “over-the-top” hire.

On the third and final alleged issue, there were (b) (6), (b) (7)(C) student interns from Instituto Politecnico Nacional (IPN) and Universidad Autonoma de Baja California (UBAC), working on the Aztech Sat project during the summer of (b) (6), (b) (7)(C). They had to leave the ARC Lodge during the government shutdown and returned to the Lodge in late (b) (6), (b) (7)(C) until (b) (6), (b) (7)(C). They were approved by their Mexican institutions to extend their internship at ARC beyond the end of their summer internship. Review of documentation showed that (b) (6), (b) (7)(C) was in charge of these students’ internships at ARC, and it appeared that (b) (6), (b) (7)(C) had told the students to return to the Lodge in (b) (6), (b) (7)(C) with the assumption that their respective institutions would pay for the additional accommodation costs. Email correspondence from IPN showed that was the case as they had promised extra funding to pay for the lodging costs incurred by their students, but the funding promise never materialized. IPN, however, ultimately assumed the payment responsibility and paid the lodging cost to the ARC Lodge for their students. (b) (6), (b) (7)(C) at the ARC Lodge confirmed with the RA that UBAC students’ lodging had been also paid for, and the lodging issue had been resolved without loss to the students or ARC.

Based on the investigative findings, no further investigative action is warranted, and this case is closed.

Prepared by (b) (6), (b) (7)(C), ARC
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O-AR-15-0237- P

January 27, 2016

SELF-DISCLOSURE BY SPACE SYSTEMS LORAL

CASE CLOSING MEMORANDUM: Background: NASA, Office of Inspector General (OIG), received information from Defense Contract Management Agency (DCMA), (b) (6), (b) (7)(C), regarding a disclosure by Space Systems Loral (SSL), 3825 Fabian Way, Palo Alto, CA, to the Department of Defense (DoD), Office of Inspector General (OIG). The disclosure was assigned DoD OIG Disclosure Number 2015-1315. The subject of the disclosure concerned invitations provided to government employees for industry association events. SSL indicated in the disclosure (internal review for the purpose of determining whether there is credible evidence of conduct that would require disclosure under FAR 52.203-13), that there was credible evidence that some SSL employees, and at least one former employee, provided invitations directly to government employees for certain industry association event dinners that could be construed as improper under 18 U.S.C. § 201(c)(1)(A) and 5 C.F.R. §§ 2635.202(a); 2635.204(a).

Reporting Agent (RA) reviewed additional information that was provided by SSL concerning the Disclosure, and requested assistance from NASA Headquarters (HQ), Office of Chief Counsel, (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), regarding “widely attended gatherings” (WAG), and any determination made by the NASA ethics counsel concerning the WAG, as related to NASA employees identified by SSL in their Disclosure.

Note: *WAG – NASA employees may accept offers of free attendance at certain events if the agency has determined that the event meets certain requirements.*

On November 30, 2015, RA received a response by e-mail from NASA Headquarters’ (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) indicated in the response that WAG approvals had been completed, with the exception of the following events taking place on: 5/21/2014; 3/13/2012; 3/12/2012; 3/15/2011 or 3/16/2010. (b) (6), (b) (7)(C) included a note regarding the 3/12/2012 event, which indicated that a WAG was done for the Satellite Leadership Dinner, but that (b) (6), (b) (7)(C) could not locate the actual document.

NASA HQ did not have WAG determinations for the following dates/events/attending NASA employee:

May 21, 2014 - Corporate Partnership Dinner - (b) (6), (b) (7)(C),
NASA/Wallops Flight Facility

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March 13, 2012 – Gala Dinner - (b) (6), (b) (7)(C), NASA – Location: Langley Research Center
(LRC)

(b) (6), (b) (7)(C), NASA - No longer a NASA employee

March 15, 2011 – Gala Dinner – No NASA attendee

March 16, 2010 – Gala Dinner - (b) (6), (b) (7)(C), NASA - Location: Goddard Space Flight Center
(Over 5-years ago)

On December 7, 2015, NASA ARC OIG sent a Lead to NASA LaRC OIG concerning (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) who are (b) (6), (b) (7)(C). LaRC OIG responded to the Lead request, and said they will assess the information provided to determine if further action is warranted. LaRC OIG then closed the Lead. RA did not send a Lead for (b) (6), (b) (7)(C) since the event was over five-years ago.

Based on the investigation, no further action will be taken by NASA OIG ARC regarding the SSL disclosure at this time. It is requested that this case be closed.

Prepared by: (b) (6), (b) (7)(C), ARC
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O-HS-16-0216-HL

July 28, 2016

RESEARCH MISCONDUCT

Ames Research Center
Moffett Field, CA

CASE CLOSING MEMORANDUM: On April 27, 2016, NASA Office of Inspector General (OIG) Cyber Hotline received an email from (b) (6), (b) (7)(C), a former NASA employee, alleging plagiarism of (b) (6), (b) (7)(C) work by the NASA Nebula Team in 2011 and 2012 and nonspecific research misconduct. (b) (6), (b) (7)(C) specifically stated (b) (6), (b) (7)(C) work on “OpenNASA”, a web-based platform part of the Open Government Initiative, was used by the NASA Nebula team for their cloud computing project called OpenStack.

Investigation determined that (b) (6), (b) (7)(C) was a civil servant (b) (6), (b) (7)(C) at Ames Research Center (ARC) from (b) (6), (b) (7)(C) who worked on various IT projects for Information Technology External Projects (Code IQ) including the Open Government initiative. (b) (6), (b) (7)(C) entered into a (b) (6), (b) (7)(C), (b) (5) from NASA.

Interviews of former (b) (6), (b) (7)(C) colleagues and co-workers advised that the cloud computing project that led to OpenStack was not based on any of (b) (6), (b) (7)(C) work. Furthermore, it was felt that (b) (6), (b) (7)(C) did not have the expertise to develop such code or architecture for a cloud based program.

Notwithstanding witness interviews reporting (b) (6), (b) (7)(C) and/or (b) (6), (b) (7)(C) work had no role in the development of OpenStack, this investigation conducted a review of NASA and federal regulations related to plagiarism and intellectual property rights. Title 37 Part 501.6 provides that all rights to inventions created by federal employees (whether civilian or military) belong to the government if the invention was:

- made during working hours, or
- made with the government’s resources, including money, facilities, equipment, materials, information, or the help of other government employees on official duty, or
- directly related to the inventor’s official duties or made because of those duties.

As applicable in this case, the regulations do not support (b) (6), (b) (7)(C) having title to any work performed while (b) (6), (b) (7)(C) was a NASA employee. As a result, (b) (6), (b) (7)(C) cannot claim plagiarism of (b) (6), (b) (7)(C) work, which belongs to NASA.

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Allegations of research misconduct by the NASA Nebula team were previously investigated in NASA OIG case # O-HS-11-0171-O. That investigation also reported that OpenStack was approved for release into the public domain by NASA Headquarters Legal in July 2010.

Based on the investigative findings, no further action is warranted. This investigation is closed.

Prepared by: (b) (6), (b) (7)(C) , ARC, NASA
DISTR: File

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**Office of Inspector General
Office of Investigations**

O-DR-13-0175-O

August 31, 2015

(b) (6), (b) (7)(C)

Armstrong Flight Research Center (AFRC)

CASE CLOSING: This investigation was initiated upon receipt of allegations from a NASA OIG Confidential Sources (CS) regarding bribery, kickbacks, coercion, and conspiracy within the Armstrong Flight Research Center (AFRC) Small Business Technology Transfer (STTR) Program, as well as personal misconduct involving alcoholism, and falsification of time and attendance records related to alcoholism.

The CS alleged (b) (6), (b) (7)(C), Aerostructures Branch (Code RS) AFRC, and (b) (6), (b) (7)(C) employee (b) (6), (b) (7)(C) attempted to coerce NASA STTR recipient Zona Technology, Inc. (Zona) into adding (b) (6), (b) (7)(C) as a \$250K paid consultant to a Phase II research award, or risk losing NASA's licensing (and license fees) of Zona's ZAERO flight dynamics analysis software. The CS further alleged Zona, at the request of (b) (6), (b) (7)(C) conducted unauthorized work on the NASA F-15 Quiet Spike Program as part of a quid pro quo arrangement for continued awards, and purchased dinners for NASA employees who attended Zona-sponsored training and conferences.

The reporting agent (RA), Jet Propulsion Laboratory (JPL) coordinated this investigation with the NASA Office of Protective Services (OPS) and the Federal Bureau of Investigations (FBI), reviewed NASA STTR records, reviewed (b) (6), (b) (7)(C) NASA computer and email account, reviewed (b) (6), (b) (7)(C) personal financial records, and reviewed Financial Crimes Enforcement Network (FINCEN) records associated with (b) (6), (b) (7)(C) and Zona. In addition, the RA interviewed senior Zona management, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) AFRC managers and co-workers/team members, and found no information to support the allegations of bribery, kickback, coercion, and conspiracy.

The CS further alleged (b) (6), (b) (7)(C) attended several Zona-sponsored conferences while intoxicated in (b) (6), (b) (7)(C) had been removed from a commercial airline due to intoxication while enroute to a conference in (b) (6), (b) (7)(C) had (b) (6), (b) (7)(C) Driver's License (CDL) suspended as a result of driving under the influence (DUI) of alcohol, subsequently carpooled with an AFRC employee and instructed that employee not to tell anyone of the DUI, and falsified (b) (6), (b) (7)(C) time and attendance (WebTADS) when (b) (6), (b) (7)(C) claimed telework hours while medically unavailable for work.

The RA's review of law enforcement records, WebTADS documents, as well as interviews of Zona personnel, AFRC co-workers, and (b) (6), (b) (7)(C) produced information that supported all alcohol-related allegations. Those issues appeared consistent with, and limited to the timing of,

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the (b) (6), (b) (7)(C) . Investigation confirmed (b) (6), (b) (7)(C) had been medically unavailable for work three work-days in 2009, worked twelve (12) hours over the first weekend after (b) (6), (b) (7)(C) became medically available, and subsequently back-claimed four (4) telework hours in WebTADS for each of the three days (b) (6), (b) (7)(C) had been unavailable. (b) (6), (b) (7)(C) immediate supervisor (AFRC (b) (6), (b) (7)(C)) was unaware (b) (6), (b) (7)(C) had been medically unavailable, but stated 1) (b) (6), (b) (7)(C) telework claim was consistent with (b) (6), (b) (7)(C) known work habits, 2) (b) (6), (b) (7)(C) work was unclassified and could have been conducted via laptop computer away from AFRC, and 3) (b) (6), (b) (7)(C) actions would have been authorized in advanced. In addition, the supervisor had been aware of (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) , but had not observed any work performances issues.

This investigation revealed no information to support criminal activity affecting the AFRC STTR program. In addition, allegations regarding falsified attendance records were not substantiated. Allegations regarding alcohol-related issues were substantiated, and were consistent with, and limited to the timing of, (b) (6), (b) (7)(C) . The RA briefed AFRC senior management (via Director- Code RS) on these allegations and findings.

Prepared by: (b) (6), (b) (7)(C), JPL
DISTR: File

(b) (6), (b) (7)(C)

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O-GL-15-0043-HL-S

February 24, 2015

VIOLATION OF STANDARDS OF ETHICAL CONDUCT – OUTSIDE ACTIVITIES

Glenn Research Center
Cleveland, OH 44135

CASE CLOSING: Investigation predicated upon receipt of a cyber-hotline complaint alleging (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) Office of Diversity and Equal Opportunity, Glenn Research Center (GRC), and other federal employees speak on behalf of CyberFeds (aka: LRP Publications), a private company, who then charges the federal government thousands of dollars to hear them speak. The complainant alleged that the federal government paying a private company to hear federal employees speak is unethical.

(b) (6), (b) (7)(C), (b) (6), (b) (7)(C), OIG HQ, opined (b) (5)

(b) (6), (b) (7)(C) advised that (b) (5) As described in more detail later, (b) (6), (b) (7)(C) was working for LRP as an “approved” outside activity/employment. (b) (6), (b) (7)(C) was not acting as a Government employee when (b) (6), (b) (7)(C) provided the training.

Although not addressed in the complaint, the OIG also took the opportunity to determine if (b) (6), (b) (7)(C) involvement with LRP was approved by NASA management. We determined that on December 20, 2013, (b) (6), (b) (7)(C) GRC Form C-231, Employee Triennial Request for Approval of Outside Employment, concerning (b) (6), (b) (7)(C) employment with LRP Publications was approved by the GRC Office of Chief Counsel (OCC). On (b) (6), (b) (7)(C) . On August 8, 2014, (b) (6), (b) (7)(C) signed an agreement with LRP Publications to host an audio conference in return for payment in the amount of \$1,200. On November 13, 2014, (b) (6), (b) (7)(C) conducted a CyberFeds audio conference entitled, “Making Crucial Federal Personnel Decisions with EEO in Mind”.

A review of (b) (6), (b) (7)(C) WebTADS entries for November 13, 2014, revealed (b) (6), (b) (7)(C) used 8.0 hours of “CRU” leave, or credit hours earned leave, that day. (b) (6), (b) (7)(C) sought and obtained the proper approval to work for LRP Publications and no evidence of any real or apparent conflict of interest was uncovered. However, (b) (6), (b) (7)(C) possibly violated 5 C.F.R. § 2635.807(b) by

¹ As an example LRP sponsors the annual Federal Dispute Resolution Conference. Many of the speakers are Government employees (<http://www.fdrtraining.com/speakers.html>), but agencies that wish to send employees to the training are required to pay a large fee (\$1340).

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permitting ^{(b) (6), (b) (7)(C)} official government title to be used prominently in LRP Publications' e-mail and website marketing of the audio conference.

Coordination with OIG Counsel confirmed ^{(b) (6), (b) (7)(C)} (b) (5)

During our investigation we also discovered GRC Form C-231 itself was deficient in that it does not require the disclosure of the amount of compensation, if any, to be received by and employee in accordance with 5 C.F.R. § 6901.103(f)(1)(vi). Our investigation also revealed concerns as to whether ^{(b) (6), (b) (7)(C)} should have sought ethics advice after ^{(b) (6), (b) (7)(C)} promotion and whether the OCC was adequately maintaining records of individuals seeking ethics advice.

On January 30, 2015, the findings of our investigation were referred to OCC for review of ^{(b) (6), (b) (7)(C)} outside activity and whatever action deemed appropriate. We also recommended that the GRC Form C-231 deficiency be addressed and review whether additional documentation should be retained related to oral ethics advice provided by OCC.

On February 12, 2015, a response was received from OCC indicating ^{(b) (6), (b) (7)(C)} has elected to end ^{(b) (6), (b) (7)(C)} employment relationship with LRP Publications and has annotated OGE Form-450, Confidential Financial Disclosure Report, with respect to the employment indicating it is no longer held. OCC also initiated the process to change GRC Form C-231 to address the form deficiency. Finally, OCC reaffirmed standing policy concerning documentation of ethics advice in that inquiries seeking substantive advice require a request in writing, or a face-to-face meeting, and all such inquiries result in written ethics guidance which is maintained as official ethics records. Accordingly, this matter is closed.

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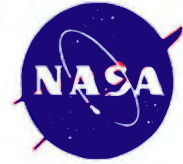
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Prepared by: (b) (6), (b) (7)(C), GRC
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O-GO-13-0123-O

March 3, 2015

THE AEROSPACE CORPORATION

2310 E. El Segundo Blvd.
El Segundo, CA 90245

CASE CLOSING: This investigation was initiated based on information from (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), Joint Polar Satellite System (JPSS), Flight Projects Directorate, Goddard Space Flight Center (GSFC), alleging that under NASA contract #NNG11VH00B The Aerospace Corporation (Aerospace) charge direct labor to the contract for employees that were not supporting Task Order 26 (TO26). JPSS is a NASA and National Oceanic and Atmospheric Administration (NOAA) joint satellite program. NOAA is funding the contract, which NASA administers and from March 2012 to February 2013 obligated approximately \$418,000 to TO26, before the task order was closed.

On October 4, 2012, (b) (6), (b) (7)(C), Contracting Officer, sent a letter to (b) (6), (b) (7)(C), (b) (6), (b) (7)

Civil & Commercial Operations, Aerospace, questioning charges by seven people under the task order citing in part that these individuals were located off-site from GSFC. Aerospace responded to (b) (6), (b) (7)(C) request in a letter dated November 15, 2012 providing justification for the charges. In part, Aerospace wrote that “they have the discretion to select those individuals best suited to work on specific tasks without Government approval.... This course of action is consistent with Paragraph C.1, Scope of Work of the contract, and is the most effective manner to support the contract.” However, Aerospace did not want to turn-over time-keeping records to NASA, since they were not deliverables under the Task Order, without compensation, but agreed to provide an explanation for personnel changes in the future.

In June 2013, the NASA OIG subpoenaed Aerospace for documentation supporting all direct labor charges to TO26. The OIG, in concert with (b) (6), (b) (7)(C), NASA and (b) (6), (b) (7)(C), NOAA, the responsible (b) (6), (b) (7)(C), reviewed the documentation and determined that Aerospace’s direct labor charges were acceptable, but questioned 453 hours (approximately \$21,000) associated with nine employees they did not recognize.

The OIG interviewed numerous Aerospace employees and management, who provided justification for the labor charges. Although there were concerns raised that Aerospace was charging management and administrative staff direct to the contract, versus indirect, there was no evidence developed to support the cost-mischarging allegations. Furthermore, Aerospace offers specialized services through their Engineering Technology Group (ETG) “Reachback” program. The program allows Aerospace and their customers to draw from a pool of highly experienced engineers in their respective fields of expertise to be used on an as needed basis versus a full-time position. Aerospace

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has the flexibility to draw on these people as needed and they may do so, at times, without prior Government approval to resolve issues as they arise.

(b) (6), (b) (7)(C) recognized the ETG “Reachback” model of Aerospace and had no issues with it; however, pointed out that Aerospace is an expensive contractor, because of the capability.

The OIG coordinated with (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), DCAA Operations Investigative Support (OIS) West, regarding Aerospace’s CAS Disclosure Statement. (b) (6), (b) (7)(C) did not render an opinion as to the adequacy of the Aerospace CAS Disclosure Statement; however, based on (b) (6), (b) (7)(C) historical experience with the organization (b) (6), (b) (7)(C) did understand Aerospace’s accounting practices. We informed (b) (6), (b) (7)(C) of various concerns about Aerospace’s timekeeping practices, identified through the course of this investigation, such as: employees being directed to charge a specific number of hours to a task; supervisors charging all time direct to numerous job order numbers weekly; and employees being unaware of the job order description on their time cards. Subsequent to the initial coordination with (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) related that (b) (6), (b) (7)(C) informed (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), DCAA South Bay Branch Office, of our concerns.

The OIG coordinated with (b) (6), (b) (7)(C) and obtained Aerospace’s Cost Accounting Standards Disclosure, effective May 19, 2004. In regards to DCAA audit dated November 17, 2005, in which DCAA reviewed Aerospace’s CAS Disclosure and concluded:

“Aerospace’s prior CAS disclosure statement, dated May 19, 2004, adequately describes its Cost Accounting Practices. The disclosure statement was reviewed under Audit Report No. 4231-2004T19100001, dated August 19, 2004. Aerospace Corporation maintains adequate internal control for the preparation and submission of adequate and compliant CAS disclosure statements.”

Likewise, another audit dated July 27, 2012 entitled “Independent Audit of the Aerospace Corporation’s Compliance with Requirements Applicable to Major Program and on Internal Control over Compliance in Accordance with OMB Circular A-133, FY 2010” referenced the same information as stated above.

(b) (6), (b) (7)(C) did not raise any issues with Aerospace’s general accounting methods, nor specifically with examples provided to (b) (6), (b) (7)(C) regarding TO26.

On March 3, 2015, the OIG interviewed (b) (6), (b) (7)(C) who said (b) (6), (b) (7)(C) felt that Aerospace had addressed the time-charging to the point that (b) (6), (b) (7)(C) did not have any concerns with the charges. (b) (6), (b) (7)(C) also did not have issues with administrative or management staff charging prorated or other direct time to the contract, versus indirect, so long as they could justify the charges.

Based upon the above information and lack of evidence to support cost-mischarging allegations, this case is closed.

Prepared by: (b) (6), (b) (7)(C), GSFC
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O-GO-14-0320-HL-S

March 6, 2015

ABUSE OF GOVERNMENT FUNDS/MISCONDUCT

Goddard Space Flight Center
Greenbelt, MD 20771

CASE CLOSING: This investigation was initiated on receipt of a NASA Office of Inspector General anonymous cyber-hotline complaint, alleging abuse of government funds and violations of misconduct. The subject was identified as (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) Innovative Technology Partnerships Office (ITPO), Goddard Space Flight Center (GSFC). The complainant was later identified as (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), Institution Support Office, Safety and Mission Assurance Directorate, GSFC.

When interviewed, (b) (6), (b) (7)(C) made additional allegations to what was stated in (b) (6), (b) (7)(C) hotline complaint. (b) (6), (b) (7)(C) allegations consisted of:

1. Contractor staff attended a dinner on April 24, 2014, where the contract manager paid the bill, and then charged the government for the meal.
2. In July 2014, (b) (6), (b) (7)(C) attended a dinner at a contractor's residence while TDY.
3. Contractor (b) (6), (b) (7)(C) routinely completed tasks for (b) (6), (b) (7)(C) such as vacuuming (b) (6), (b) (7)(C) office and washing (b) (6), (b) (7)(C) coffee cup.
4. ITPO staff, including (b) (6), (b) (7)(C) traveled excessively without sufficient justification.
5. (b) (6), (b) (7)(C) awarded a procurement to Ocean Tomo (Tomo), despite the award being questioned by the Contracting Officer (CO).
6. The ITPO held numerous team building events, which were a major expense to the government.
7. The ITPO frequently had luncheons, where food was provided to civil servants.

Investigation disclosed the following:

April 24, 2014 Staff Dinner

Dinner was attended by ITPO civil servant and Voxcela, LLC contractor staff. The Voxcela Program Manager paid for the contractor's meals, civil servants individually paid. Voxcela invoices were reviewed from the date of the meal through December 2014. Invoices were detailed, and none contained charges for meal-related expenses.

(b) (6), (b) (7)(C) July 2014 Dinner at a Contractor's Residence

(b) (6), (b) (7)(C) attended a business meeting at the home office (b) (6), (b) (7)(C) of Foresight Science and

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Technology. The meeting was attended by other NASA and Foresight employees. The meeting attendees went to a restaurant for dinner after the meeting; all parties paid for their meals. (b) (6), (b) (7)(C) did not appear to have a personal relationship with any Foresight employees.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) was assigned to contract close-out projects for the ITPO. (b) (6), (b) (7)(C) vacuumed the ITPO office suite on several occasions; this was done without request from ITPO staff, and (b) (6), (b) (7)(C) office was one of several (b) (6), (b) (7)(C) vacuumed. (b) (6), (b) (7)(C) did not complete any personal tasks for (b) (6), (b) (7)(C) such as washing coffee cup.

ITPO Travel

(b) (6), (b) (7)(C) used a "travel forecast" for (b) (6), (b) (7)(C) staff to prioritize travel based off necessity and the ITPO travel budget. (b) (6), (b) (7)(C) travel was approved by (b) (6), (b) (7)(C) management, not (b) (6), (b) (7)(C). All ITPO travel received the proper approvals.

Ocean Tomo Procurement

Tomo was an auction company NASA utilized to auction NASA patents to the private sector. The CO never questioned the procurement, and approved the procurement because Tomo was the only auction vendor available. Proper justifications were given for the sole source award.

Team Building Events

The ITPO typically held two team building events a year. One event was to plan the 18-month forecast for the office, the other was for training. Both events were held at government facilities, which incurred a negligible cost for the government. (b) (6), (b) (7)(C) was unable to authorize the events without the approval of (b) (6), (b) (7)(C) management.

Luncheons

The allegation was vague, and information was obtained to indicate the government, or any contractors hosted formal luncheons for ITPO staff.

Based on information obtained, no criminal, civil, or administrative violations occurred. No further investigation is anticipated. This matter is closed.

Prepared by: (b) (6), (b) (7)(C), GSFC
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O-GO-16-0061-S

February 18, 2016

RECOVERY OF POSSIBLY HISTORICAL 1969 NASA DATA TAPES

3073 Mount Troy Road
Pittsburgh, PA 15212

CASE CLOSING: This administrative investigation was initiated upon receipt of information from (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), NASA-OIG, who advised a family friend in Pittsburgh, PA contacted regarding computers with a plate labeled Goddard Space Flight Center (Goddard) NASA Property and reels of magnetic data tape (reel tapes), several labeled 1969, that were found while an acquaintance was cleaning the residence of a deceased person.

Investigation revealed (b) (6), (b) (7)(C), Sewickley, PA, was authorized to clean the residence of the (b) (6), (b) (7)(C), and discovered approximately 300 reel tapes from Goddard, dating from 1969 to 1972, along with two large computers bearing NASA Goddard markings (from IBM Allegheny Center Pittsburgh, PA). (b) (6), (b) (7)(C) moved the reel tapes from (b) (6), (b) (7)(C) residence to (b) (6), (b) (7)(C) own, but left the computers at (b) (6), (b) (7)(C) residence because they were “very heavy” adding that a crane was likely used to move them. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) wanted to do the right thing and return the NASA property.

On December 7, 2015, the NASA-OIG accompanied (b) (6), (b) (7)(C) to (b) (6), (b) (7)(C) residence where photos were taken of the computers with plates labeled Goddard NASA Property. Based on interviews it was determined that sometime between 1968 and 1972 IBM, in lieu of scrapping the computers, gave them to (b) (6), (b) (7)(C) upon (b) (6), (b) (7)(C) request. The OIG, based on the apparent historical significance of the reel tapes requested and received permission from (b) (6), (b) (7)(C) to transport the reel tapes from (b) (6), (b) (7)(C) residence to Goddard’s Knowledge Management and Library Services Archivist. A copy of the photos of the computers were also given to the Archivist.

On February 1, 2016, Goodard’s Archivist advised the OIG that the computers in the residence were not needed by NASA. On February 1, 2016, the RA informed (b) (6), (b) (7)(C) via text message, NASA did not want and/or need the IBM computers to review the reel tapes, (b) (6), (b) (7)(C) acknowledged the message.

As of the writing of this report, the NASA Archivist was in process of determining the content and historical value of the reel tapes. Since no further OIG assistance is required and no criminal, civil, or administrative violations were identified, this matter is closed.

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Prepared by: (b) (6), (b) (7)(C), GSFC
DISTR: File

(b) (6), (b) (7)(C)

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**Office of Inspector General
Office of Investigations**

O-GO-16-0242-S

May 27, 2016

ALLEGED HUBBLE SPACE TELESCOPE HOAX

Goddard Space Flight Center
Greenbelt, MD 20771

CASE CLOSING: On May 25, 2016, the NASA Office of Inspector General (OIG) received a telephonic complaint from (b) (6), (b) (7)(C), who identified (b) (6), (b) (7)(C) as a graduate student of American Military University, alleging the Hubble Space Telescope¹ (HST) was not launched and data images claimed to be from HST were from the Stratospheric Observatory for Infrared Astronomy² (SOFIA) mission.

(b) (6), (b) (7)(C) relayed a litany of complaints regarding the HST; however, none were determined to have merit. The OIG provided responses to (b) (6), (b) (7)(C) directing (b) (6), (b) (7)(C) to the appropriate NASA resources to obtain the information (b) (6), (b) (7)(C) sought, via both published open source data and via a Freedom of Information Act request.

Based upon the lack of credible information from the complainant, this case is closed.

Attachment:

RAC-SAC Email, Subject: Follow-up Data in Support [Hubble], dated May 27, 2016.

Prepared by: (b) (6), (b) (7)(C), GSFC
DISTR: File

APPR:

¹ The HST is a NASA space telescope that was launched into low Earth orbit in 1990, and remains in operation.

² SOFIA is the largest airborne observatory in the world, and makes observations that are impossible for even the largest and highest of ground-based telescopes. NASA and the German Space Agency are working together to operate SOFIA a Boeing 747-SP aircraft modified to accommodate a 2.5 meter gyro-stabilized telescope. SOFIA officially began its operational phase in May 2014.

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**Office of Inspector General
Office of Investigations**

O-GO-16-0270-S

June 28, 2016

MANAGEMENT IMPROPRIETIES – OFFICE OF CHIEF TECHNOLOGIST

NASA Headquarters
Washington, DC

CASE CLOSING: On June 9, 2016, (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), NASA OIG, NASA Headquarters (HQ), was contacted by (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), Office of the Chief Technologist (OCT), NASA HQ, regarding several issues (b) (6), (b) (7)(C) wanted to report to the OIG. In summary, (b) (6), (b) (7)(C) reported the following: (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), OCT, NASA HQ, traveled to South Africa on several occasions, for apparent NASA-related business and (b) (6), (b) (7)(C) felt the travel was suspicious/unjustified; (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) OCT, NASA HQ, appeared to have no official job function for OCT and (b) (6), (b) (7)(C) believed (b) (6), (b) (7)(C) would manipulate (b) (6), (b) (7)(C) travel to allow (b) (6), (b) (7)(C) to depart from (b) (6), (b) (7)(C) home in (b) (6), (b) (7)(C) even though (b) (6), (b) (7)(C) official duty station was (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) NASA HQ, was hired under questionable circumstances wherein (b) (6), (b) (7)(C) advertised job (b) (6), (b) (7)(C) was hired under, then canceled the announcement and hired (b) (6), (b) (7)(C) and lastly, (b) (6), (b) (7)(C) believed the entire OCT staff traveled excessively and with little justification.

Investigation disclosed no bias in favor of South Africa on the part of (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) OCT, NASA HQ. (b) (6), (b) (7)(C) travel to South Africa was properly approved, and primarily paid for by a South African-based organization. The selection of attendees to the NASA Frontier Development Lab (FDL) included personnel from multiple countries.

(b) (6), (b) (7)(C) status and travel were investigated by NASA OIG under a separate case and a Management Referral was issued.

No prohibited personnel practices were identified; all approvals were obtained for hiring OCT staff.

All allegations were fully addressed. No new issues were identified for further investigation. Accordingly, this matter is closed.

Prepared by: (b) (6), (b) (7)(C), GSFC
DISTR: File

(b) (6), (b) (7)(C)

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**Office of Inspector General
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O-GO-16-0311-S

August 9, 2016

PROCUREMENT IRREGULARITIES- NASA FUNDING OF RELIGIOUS STUDIES

Science Mission Directorate
NASA Headquarters
Washington, DC

CASE CLOSING: This investigation was predicated upon notification of a June 9, 2016 letter sent to (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), Planetary Sciences Division (PSD), Science Mission Directorate (SMD), NASA Headquarters (HQ), by the Freedom from Religion Foundation (FFRF), regarding a grant (b) (6), (b) (7)(C) awarded to the Center for Theological Inquiry (CTI). Specifically, FFRF alleged the grant to CTI violated the Establishment Clause of the First Amendment of the U.S. Constitution, which prevented the government from funding religious studies, and was wasteful. FFRF requested NASA rescind the grant to CTI.

The NASA-OIG coordinated with (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), Office of General Counsel, NASA HQ, whom provided (b) (6), (b) (7)(C) June 24, 2016 response to FFRF, requesting additional time to formally respond to FFRF's letter (Attachment 1). On August 2, 2016, (b) (6), (b) (7)(C) provided (b) (6), (b) (7)(C) July 21, 2016 letter to FFRF¹ (Attachment 2). The letter explained NASA was not funding religious activities and the grant was consistent with NASA's mission to explore the impact of scientific discoveries on beliefs held by various groups on earth.

(b) (6), (b) (7)(C), (b) (6), (b) (7)(C) Counsel, reviewed the June 9, 2016 FFRF letter and (b) (6), (b) (7)(C) July 21, 2016 response (Attachment 3). (b) (6), (b) (7)(C) concurred with (b) (6), (b) (7)(C) response; no Constitutional violation occurred and the funds were used for a legitimate NASA purpose.

All investigative activity has been completed and no further action is warranted. This matter is closed.

Attachment:

1. (b) (6), (b) (7)(C) Preliminary Letter to FFRF, Dated June 24, 2016.
2. (b) (6), (b) (7)(C) Final Letter to FFRF, Dated July 21, 2016.
3. (b) (6), (b) (7)(C) Analysis of FFRF Letter and NASA Response, Dated August 8, 2016.

Prepared by: (b) (6), (b) (7)(C), GSFC
DISTR: File

¹ (b) (6), (b) (7)(C) stated OGC reviewed and approved the letter, but (b) (6), (b) (7)(C) was the signatory.

(b) (6), (b) (7)(C)

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O-GO-16-0354-S

October 12, 2016

POSSIBLE MISUSE & SALE OF NASA PUBLIC DOCUMENTS

Goddard Space Flight Center
Greenbelt, MD 20771

CASE CLOSING: This investigation was initiated when Goddard civil servant ^{(b) (6), (b) (7)(C)} reported that an unauthorized book was for sale on the Amazon.com website; purportedly written by ^{(b) (6), (b) (7)(C)} and published by NASA. The book entitled JWST/OTIS Shaker System was being sold by an individual named “jemiles” for \$124.75. ^{(b) (6), (b) (7)(C)} explained that when ^{(b) (6)} performed an online search for the title of the book to see if other copies were available from different vendors, ^{(b) (6)} saw a presentation that ^{(b) (6)} gave to the American Institute of Aeronautics and Astronautics (AIAA) at the Applied Physics Laboratory at Johns Hopkins University (JHU), approximately two years ago. The title of the book and the presentation were identical.

The RA performed research on the Amazon.com website, for listings that showed the publisher as NASA, which revealed several dozen advertisements for publications with NASA employees as authors and NASA as the publisher. All of the titles found were listed in the NASA Technical Reports Server (NTRS), a publicly available database, appeared to credit current or former NASA employees as authors, and showed NASA as the publisher.

Coordination with the NASA OIG Computer Crimes Division reflected a closed case¹ involving the Amazon.com vendor “jemiles” and the unauthorized publication of a paper about the Johnson Space Center (JSC) Free Range Bicycle program. The case agent, ^{(b) (6), (b) (7)(C)}, JSC, consulted ^{(b) (6), (b) (7)(C), (b) (6), (b) (7)(C)}, NASA OIG, ^{(b) (6), (b) (7)(C)} who stated that if the Amazon seller is properly crediting the author, there is no Intellectual Property (IP) theft or violation of law that ^{(b) (6)} was aware of.

The RA consulted with ^{(b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C)}, NASA Office of the General Counsel, regarding the online advertisements of NASA publications by Amazon.com vendor “jemiles”. ^{(b) (6), (b) (7)(C)} related that typically NASA work products are not copyrighted, and the purpose of the NTRS is to publicly distribute NASA work product for use by the public.

¹ C-JS-16-0227-Z Free Range Bicycle

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“Documents available from this Web site are not protected by copyright unless noted. If not copyrighted, documents may be reproduced and distributed, without further permission from NASA. However, some documents or portions of documents available from this site may have been contributed by private individuals or organizations and may be copyrighted. If copyrighted, permission should be obtained from the copyright owner prior to use (e.g., modification, reproduction, or redistribution).”

The RA provided screenshots of the book sale advertisements to ^{(b) (6), (b) (7)(C)} who reviewed them and related that based upon NASA disclaimers and notice, it seemed unlikely that NASA or the authors would have an objection to the publication. ^{(b) (6), (b) (7)(C)} opined that there is a doctrine in US copyright law called the First Sale Doctrine, which means if someone purchases a copy of a book (or other copyright projected material), the purchaser is free to sell the copy to someone else. In this case, it seems all the seller is doing is printing the copy they legally downloaded and then selling that copy.

Based on the fact that NASA work products produced in the course of official duties are generally not copyrighted, that all identified incidences of suspected unauthorized publication were actually made publicly available through NTRS and properly credited the author and publisher, and there is no evidence of a violation of law, regulation, or policy, this matter is closed.

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Prepared by: (b) (6), (b) (7)(C), GSFC
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**Office of Inspector General
Office of Investigations**

O-GO-17-0049-HL-S

December 7, 2016

HATCH ACT VIOLATION

NASA Headquarters
Washington, D.C. 20546

CASE CLOSING: On November 15, 2016, the NASA OIG Hotline received a letter from an anonymous complainant alleging that (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), Office of International and Interagency Relations, NASA HQ, violated the Hatch Act by using (b) (6), (b) (7)(C) NASA email account to correspond with (b) (6), (b) (7)(C), who served as (b) (6), (b) (7)(C) former Secretary of State Hillary Clinton, regarding (b) (6), (b) (7)(C) contributions to, and frustration with, Clinton's 2016 Presidential campaign.

In a letter dated, November 21, 2016, (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), Hatch Act Unit, Office of Special Counsel (OSC) wrote to (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), Office of General Counsel, NASA regarding allegations that (b) (6), (b) (7)(C) sent political emails from (b) (6), (b) (7)(C) NASA email address in violation of the Hatch Act. (b) (6), (b) (7)(C) detailed that OSC reviewed the information (b) (6), (b) (7)(C) provided and concluded that (b) (6), (b) (7)(C) did not violate the Hatch Act.

The OIG completed a review of (b) (6), (b) (7)(C) historical email and determined there were no additional emails found that were potential violations of the Hatch Act. Additionally, the email that was the subject of the complaint was not found in (b) (6), (b) (7)(C) emails. The review also noted that NASA senior leadership and the Office of General Counsel were aware of the potential Hatch Act violation and communicating with both (b) (6), (b) (7)(C) and the Office of Special Counsel (OSC). The related email communication reflected that for personal reasons unrelated to this incident, (b) (6), (b) (7)(C) sought early retirement, which was approved for December 31, 2016.

Based on OSC's legal review and since no additional evidence of a potential Hatch Act violation was uncovered, this matter is being closed.

Prepared by: (b) (6), (b) (7)(C), GSFC
DISTR: File

(b) (6), (b) (7)(C)

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**Office of Inspector General
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O-HS-16-0195-HL

October 12, 2016

RESEARCH MISCONDUCT

Jet Propulsion Laboratory
Pasadena, CA 91109

CASE CLOSING: This investigation was initiated upon receipt of an anonymous complaint that alleged (b) (6), (b) (7)(C), a member of the Mars 2020 Returned Sample Science Board (RSSB), fraudulently presented research data in an effort to obtain a position on the Mars 2020 Science Team. (b) (6), (b) (7)(C) authored a (b) (6), (b) (7)(C)

paper that stated temperatures for Martian samples should not exceed -33°C degrees Celsius, in line with some recommendations made since 1974. (b) (6), (b) (7)(C) subsequently presented Mars 2020 sample temperature limits to the RSSB that were 93°C warmer than the maximum recommended by CAPTEM.

The reporting agent (RA), Jet Propulsion Laboratory (JPL) interviewed the Project Scientist, Mars 2020 Exploration Rover, who stated 1) the RSSB used multiple studies that covered a range of recommended temperature limits, 2) each member of the RSSB presented research and temperature limit recommendations based on final collection sites that were significantly warmer than projected collection sites, 3) all recommendations, to include (b) (6), (b) (7)(C) reflected the higher temperature limit baseline of the final collection sites, 4) no single recommendation outweighed the sum of the research and 5) Mars 2020 Science Team selections are not influenced by individual temperature limit recommendations within the RSSB.

The RA reviewed the RSSB's final report, which referenced all previous temperature limit recommendations (-73°C to 50°C.) The final report recommended samples be kept at or below Mars ambient surface temperatures, and not exceed 50°C. That recommendation included the warmer baseline temperatures of the finalized collection sites, and was within the range of all previous recommendations.

Prepared by: (b) (6), (b) (7)(C), JPL
DISTR: File

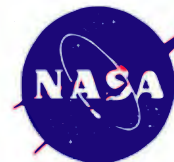
(b) (6), (b) (7)(C)

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O-JS-13-0429-S

January 8, 2015

**PROACTIVE PROJECT: REVIEW OF THE BOEING COMPANY BUYERS FOR
POTENTIAL KICKBACKS**

3700 Bay Area Boulevard
Houston, TX 77058

CASE CLOSING: This proactive investigation was initiated to review The Boeing Company (Boeing) buyers and identify any potential kickbacks they may have received from vendors.

Boeing provided a listing of approximately 118 employees, with identifying information, who worked for (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) Supplier Management and Procurement, Boeing. This information was submitted to the U.S. Department of Treasury Financial Crimes Enforcement Network (FinCEN) to determine if there were any reports filed on behalf of these Boeing employees. These reports included Suspicious Activity Reports (SARs); Currency Transaction Reports (CTRs); Currency or Monetary Instrument Reports (CMIRs); and Form 8300, Report of Cash Payments over \$10,000 Received in a Trade or Business. These reports could possibly indicate potential payments received from kickbacks or other illegal activities.

Of the provided Boeing employees, nine were selected for further review. Review of the FinCEN documentation, subsequent interviews of financial officials, the issuance of an Inspector General subpoena, as well as database inquiries for outside activity and areas on unreported or unexplained income, disclosed no firm leads to warrant a separate investigation.

Since no evidence of apparent kickbacks were identified, no further investigation is required. This case is closed.

Prepared by: (b) (6), (b) (7)(C), JSC
DISTR: File

(b) (6), (b) (7)(C)

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**Office of Inspector General
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O-JS-15-0064-S

November 17, 2016

AUCTION OF OMEGA WATCH

Johnson Space Center
Houston, TX 77058

CASE CLOSING: This case was initiated based upon information received from (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), NASA, Johnson Space Center (JSC). (b) (6), (b) (7)(C) advised Bonhams Auction House (Bonhams) was auctioning an Omega Speedmaster Pro watch that reportedly once belonged to German astronaut (b) (6), (b) (7)(C), in their Fine Watch auction scheduled in London, England on December 10, 2014. On November 26, 2014, (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), JSC Office of Chief Counsel, advised the watch was not properly acquired, thus, NASA would assert a claim to it.

Investigation determined that (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) with the European Space Agency, claimed possession of the watch being auctioned at Bonhams. (b) (6), (b) (7)(C) claimed that (b) (6), (b) (7)(C) who died in the summer of 2014, received the Omega watch from (b) (6), (b) (7)(C) claimed the watch has been in (b) (6), (b) (7)(C) family since that time. (b) (6), (b) (7)(C) declined to return the watch absent payment for approximately €3000 (b) (6), (b) (7)(C) claimed to have invested in its repair. (b) (6), (b) (7)(C) resided in the Netherlands and reported that Dutch law supported (b) (6), (b) (7)(C) ownership claim on the watch.

To resolve international law issues this matter was coordinated with the European Litigation Division of the Department of Justice (DOJ). Pursuant to a settlement agreement dated October 17, 2016, the United States (U.S.) agreed to pay (b) (6), (b) (7)(C) €2,160.41, approximately \$2,317, to release all claims related to the Omega watch and (b) (6), (b) (7)(C) acknowledged the U.S. has full and unrestricted title to the watch. Bonhams released the watch upon receipt of the signed settlement agreement.

On November 14, 2016, the DOJ European Litigation Division shipped the watch via Federal Express (FedEx) to (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) Exhibits and Artifacts, NASA Headquarters. FedEx tracking records indicated the watch was delivered (b) (6), (b) (7)(C) on November 17, 2016.

Based upon the above information, no further investigative activity is necessary or required. This case is closed.

Prepared by: (b) (6), (b) (7)(C), JSC
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**Office of Inspector General
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O-JS-15-0166-S

April 11, 2016

ALLEGED VIOLATION OF EMPLOYEE STANDARDS OF CONDUCT

Johnson Space Center
Houston, TX 77058

CASE CLOSING: This case was initiated based upon information received from the NASA Johnson Space Center (JSC) Office of Chief Counsel, reporting allegations of ethical and discourteous behavior concerns surrounding (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) WB-57 Program, NASA, JSC.

Allegations included that (b) (6), (b) (7)(C) reportedly selected (b) (6), (b) (7)(C) to be the (b) (6), (b) (7)(C) on several WB-57 deployments. This type of deployment reportedly included a financial incentive due to the high level of risk. (b) (6), (b) (7)(C) was employed by Curved Skies, LLC (Curved Skies), a subcontractor under NASA prime contract NNJ11JB28C with Southern Research Institute (SRI). It was further alleged that (b) (6), (b) (7)(C) influenced Curved Skies to not layoff (b) (6), (b) (7)(C) when a funding cut forced a reduction in force and that they (b) (6), (b) (7)(C).

It was not until around 2010, that (b) (6), (b) (7)(C) assumed the position of (b) (6), (b) (7)(C). It was at that time that (b) (6), (b) (7)(C) began (b) (6), (b) (7)(C). In addition to being the (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) was (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) is a highly specialized position that (b) (6), (b) (7)(C). The WB-57 Program involves both civil servants and contractor employees for the various deployments. As the Program evolved, (b) (6), (b) (7)(C) were provided to NASA under the SRI contract through subcontractor Curved Skies.

As (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) was responsible for many aspects of the deployments (b) (6), (b) (7)(C).

Several (b) (6), (b) (7)(C) may be needed for (b) (6), (b) (7)(C) on each mission. (b) (6), (b) (7)(C) assigned (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), as well as (b) (6), (b) (7)(C), throughout the various missions. During the missions, (b) (6), (b) (7)(C) was the (b) (6), (b) (7)(C). However, when not on a mission (b) (6), (b) (7)(C) had no formal oversight of the contractors involved with the program. (b) (6), (b) (7)(C) did not evaluate, rate, or rank SRI on its contractual performance. Until recently, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) shared an (b) (6), (b) (7)(C).

Investigation determined that due to a funding reduction in March 2015, Curved Skies reduced its staff by laying off its most recently hired and least experienced (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) was one of

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the most experienced (b) (6), (b) (7)(C) at Curved Skies and therefore not selected for employment termination.

Investigation also determined that (b) (6), (b) (7)(C) became involved in the WB-57 program in (b) (6), (b) (7)(C) as a subcontractor employee with PRA, the Department of Defense contractor on the program at that time. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) did not seek out employment for (b) (6), (b) (7)(C) but acknowledged that if (b) (6), (b) (7)(C) had not been involved with PRA, (b) (6), (b) (7)(C) probably never would have been involved in the WB-57 program. Initially, (b) (6), (b) (7)(C) was hired for another position but later became (b) (6), (b) (7)(C).

(b) (6), (b) (7)(C), the former (b) (6), (b) (7)(C) for the WB-57 Program, advised that upon assuming the (b) (6), (b) (7)(C) position, (b) (6), (b) (7)(C) questioned the potential conflict of interest between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C). Sometime in early 2011, (b) (6), (b) (7)(C) asked the JSC Office of Chief Counsel if having them both within the WB-57 Program was acceptable. (b) (6), (b) (7)(C) could not recall with whom (b) (6), (b) (7)(C) spoke with at the JSC Office of Chief Counsel but recalled exchanging email messages about this matter. The Chief Counsel's office reported a vague recollection of this interaction, but did not maintain any official records of the discussion.

Investigation determined on (b) (6), (b) (7)(C), 2015, (b) (6), (b) (7)(C) resigned (b) (6), (b) (7)(C) position as (b) (6), (b) (7)(C) and took a new position within Curved Skies. This position involves working with a NASA prime contract awarded to Curved Skies.

On October 26, 2015, a Management Referral with recommendations was sent to (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), NASA, JSC, detailing the investigative findings.

On March 22, 2016, (b) (6), (b) (7)(C) responded to the Management Referral accepting the recommendations and acknowledging the fact pattern, at a minimum, created the appearance of a lack of impartiality or of misuse of position. (b) (6), (b) (7)(C) advised that (b) (6), (b) (7)(C) retired shortly after receipt of the Management Referral and the Office of Chief Counsel modified their annual ethics training to include this sort of situation as a risk that employees must be aware of and avoid.

Based upon the above, no further investigation is necessary. This case is closed.

Prepared by: (b) (6), (b) (7)(C), JSC
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**Office of Inspector General
Office of Investigations**

O-JS-15-0308-HL-P

November 2, 2015

THREATS AND INTIMIDATION – WHITE SANDS TEST FACILITY

White Sands Test Facility
Las Cruces, NM

CASE CLOSING: This case was initiated based upon receipt of an Office of Inspector General (OIG) cyber-hotline complaint from (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), Jacobs Technology, Inc. (Jacobs), NASA, White Sands Test Facility (WSTF), Las Cruces, NM. (b) (6), (b) (7)(C) alleged threats and intimidation by (b) (6), (b) (7)(C) management. According to (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), Jacobs, NASA, WSTF, has been accusing (b) (6), (b) (7)(C) of not being able to do job, ever since learning that (b) (6), (b) (7)(C) was questioned about an investigation regarding stolen brass wire.

(b) (6), (b) (7)(C) completed the “Initial Complaint and Questionnaire for Whistleblowers” form for review. (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), NASA OIG, conducted the analysis of (b) (6), (b) (7)(C) questionnaire. Since (b) (6), (b) (7)(C) is an employee of Jacobs, a NASA prime contractor, (b) (6), (b) (7)(C) evaluated the complaint on the first two prongs of a four-pronged test. (b) (6), (b) (7)(C) advised that (b) (5)

The internal investigation conducted by Jacobs related to the allegations of the theft of brass was reviewed. The findings surrounding this allegation were inconclusive; however, the overview report made recommendations in regards to the excess brass. These recommendations included the tracking of the spent brass collected daily and placing the brass in a 55-gallon drum. Periodically, the (b) (6), (b) (7)(C) is to review the log against the purchased materials to determine if the input versus output levels are within reason. In addition, the 55-gallon drum of spent brass should be recycled on an annual basis.

On October 27, 2015, the NASA OIG coordinated with (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), Jacobs, NASA, WSTF; (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), Jacobs, NASA, WSTF; (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), NASA, WSTF; and (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), NASA, WSTF. Discussion included the Jacobs’ internal

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investigation conducted in November 2014, which in part, dealt with allegations of stolen brass. The benefits of reporting this type of allegation to the OIG and/or WSTF Protective Services, in lieu of conducting an internal investigation, were discussed, as well as the importance of timely reporting to assist in investigating allegations of waste and fraud as it relates to the Jacobs contract with NASA.

Based on the above, no criminal or civil violations were identified and there was no harm to NASA. This case is closed.

Prepared by: (b) (6), (b) (7)(C) , JSC
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O-JS-15-0372-S

February 4, 2016

ALLEGED WHISTLE BLOWER RETALIATION-JSC IT SECURITY MANAGEMENT.

Johnson Space Center
Houston, TX 77058

CASE CLOSING: On September 10, 2015, NASA civil servant (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Johnson Space Center (JSC), alleged that management retaliated against (b) (6), (b) (7)(C) for reporting wrongdoing. (b) (6), (b) (7)(C) alleged that since March 2014, (b) (6), (b) (7)(C) communicated (b) (6), (b) (7)(C) concerns about gross mismanagement and an abusive work environment created by manager (b) (6), (b) (7)(C) within the IT Security Office, JSC. (b) (6), (b) (7)(C) provided a narrative of (b) (6), (b) (7)(C) concerns in an email to NASA-OIG, dated September 9, 2015.

(b) (6), (b) (7)(C) also alleged contract irregularities related to the budgeting and cost variance calculations performed by the prime contractor DB Consulting Group, Inc. on the Information Technology and Multimedia Services Contract at JSC, contract number NNJ11JA16B. These concerns were incorporated into a related allegation and will be investigated under NASA-OIG case O-JS-15-0367-P.

On September 15, 2015, (b) (6), (b) (7)(C) returned to NASA-OIG, a completed Initial Complaint & Questionnaire for Whistleblowers, dated September 11, 2015, which was forwarded to NASA-OIG (b) (6), (b) (7)(C) for assessment.

On January 27, 2016, (b) (6), (b) (7)(C) provided the Reporting Agent (RA) with (b) (6), (b) (7)(C) initial analysis of (b) (6), (b) (7)(C) whistleblower complaint. (b) (6), (b) (7)(C) concluded that (b) (6), (b) (7)(C) whistleblower complaint should be handled by the Office of Special Counsel (OSC). On February 1, 2016, the RA advised (b) (6), (b) (7)(C) via e-mail, that the NASA-OIG legal staff reviewed (b) (6), (b) (7)(C) whistleblower complaint and determined that it would most appropriately be handled by the OSC under the Whistleblower Protection Act, as amended, which covers federal employees. The RA also advised (b) (6), (b) (7)(C) to consult the Notice of Rights for Federal Employees which (b) (6), (b) (7)(C) received with (b) (6), (b) (7)(C) initial whistleblower questionnaire.

On February 2, 2016, (b) (6), (b) (7)(C) requested the RA and NASA-OIG to forward (b) (6), (b) (7)(C) whistleblower complaint to the OSC. On February 3, 2016, (b) (6), (b) (7)(C) signed a letter referring (b) (6), (b) (7)(C) whistleblower complaint to (b) (6), (b) (7)(C), Chief Complaint Examination Unit, OSC, 1730 M Street N.W., Suite 300, Washington, D.C. 20036-4505.

Prepared by: (b) (6), (b) (7)(C), JSC
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O-JS-16-0222-S

September 19, 2016

WHISTLEBLOWER RETALIATION - JSC SECURITY OFFICE

2101 E. NASA Pkwy
Houston, TX 77058

CASE CLOSING: This case was initiated based on the information received from Security Officers (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), Chenega Security and Support Solutions (Chenega), (b) (6), (b) (7)(C), Johnson Space Center (JSC), Houston, TX. On May 5, 2016, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) informed the Reporting Agent (RA) of an incident involving fellow Security Officer (b) (6), (b) (7)(C), Chenega, JSC, and (b) (6), (b) (7)(C) relayed that on or about April 26, 2016, (b) (6), (b) (7)(C) became agitated when (b) (6), (b) (7)(C) was playing and performing a function check with a bullhorn. After the bullhorn was activated multiple times, (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that if (b) (6), (b) (7)(C) activated the bullhorn again, (b) (6), (b) (7)(C) was “going to kick (b) (6), (b) (7)(C) ass to death.” (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) accidentally activated the bullhorn following the threat. (b) (6), (b) (7)(C) then allegedly made (b) (6), (b) (7)(C) way toward (b) (6), (b) (7)(C) and drew out a taser from (b) (6), (b) (7)(C) duty belt. As (b) (6), (b) (7)(C) moved towards (b) (6), (b) (7)(C) Security Officer/Captain (b) (6), (b) (7)(C), Chenega, JSC, allegedly told (b) (6), (b) (7)(C) to stop multiple times. (b) (6), (b) (7)(C) allegedly stopped before reaching (b) (6), (b) (7)(C) and returned to (b) (6), (b) (7)(C) desk.

(b) (6), (b) (7)(C) subsequently reported this incident to (b) (6), (b) (7)(C), NASA, JSC, (b) (6), (b) (7)(C) Physical Security, who reported it to Chenega upper management. After Chenega conducted an internal investigation of the incident, (b) (6), (b) (7)(C) received a (b) (6), (b) (7)(C) from Chenega for “horseplay” and (b) (6), (b) (7)(C) was (b) (6), (b) (7)(C) for “workplace violence.”

On May 6, 2016, (b) (6), (b) (7)(C) completed and provided the Reporting Agent (RA) with the NASA-OIG Initial Complaint and Questionnaire for Whistleblowers (Questionnaire). (b) (6), (b) (7)(C) alleged in the Questionnaire that Chenega retaliated against (b) (6), (b) (7)(C) with (b) (6), (b) (7)(C) for disclosing a “violation of law, rule, or regulation related to a NASA contract or grant,” referring to (b) (6), (b) (7)(C) verbal threats and actions. The Questionnaire was reviewed by (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) concluded that (b) (6), (b) (7)(C) presented a non-frivolous complaint of whistleblower retaliation worthy of further investigation.

The RA conducted multiple interviews with other members of the Chenega (b) (6), (b) (7)(C) team, as well as (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) to determine what actually occurred during the incident between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C). The interviews yielded conflicting versions of the incident with no definitive evidence that (b) (6), (b) (7)(C) drew out (b) (6), (b) (7)(C) taser during the incident with (b) (6), (b) (7)(C). The interviews also

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yielded conflicting versions of what (b) (6), (b) (7) specifically said to (b) (6), (b) (7)(C) before moving towards (b) (6), (b) (7)(C) NASA-OIG agents informed (b) (6), (b) (7)(C), NASA JSC (b) (6), (b) (7)(C), of the incident for further review and assessment.

As for the whistleblower component of the case, based on the information collected by the RA, (b) (6), (b) (7)(C) determined that (b) (6), (b) (7)(C) disclosure did not allege a violation of the prohibitions proscribed by 10 U.S.C. § 2409(a) and the applicable 2008 National Defense Authorization Act (b) (5)

Therefore, prior to addressing the underlying merits of (b) (6), (b) (7)(C) complaint, (b) (6), (b) (7)(C) recommended (b) (5)

Moreover, (b) (6), (b) (7)(C) determined that (b) (6), (b) (7)(C) voluntary resignation from Chenega prior to exhausting remedies under the appropriate collective bargaining agreement's grievance procedures (b) (6), (b) (7)(C) and rendered (b) (6), (b) (7)(C) complaint and request for removing (b) (6), (b) (7)(C) (b) (5) informed (b) (6), (b) (7)(C) of findings in a letter dated September 19, 2016.

Based on the aforementioned information, no further investigation is required.

Prepared by: (b) (6), (b) (7)(C), JSC
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**Office of Inspector General
Office of Investigations**

O-JS-16-0355-P

September 26, 2016

(b) (6), (b) (7)(C)
106 Drift Wood Drive
Seabrook, TX 77586

CASE CLOSING: This case was initiated on NASA employee (b) (6), (b) (7)(C),
, Orbital Debris Program Office at Johnson Space Center
(JSC), based on information that indicated possible cash structuring activity.

In July of 2016, (b) (6), (b) (7)(C) made two cash deposits only a few days apart that appear to be structured to avoid generating a Currency Transaction Report (CTR). The deposits were made into account number (b) (6), (b) (7)(C) at the United Community Bank (United), located at 177 Highway 515 E, Blairsville, GA 30512. The account was established by (b) (6), (b) (7)(C). The deposits are as follows: on July 14, 2016, the day Acct. (b) (6), (b) (7)(C) was opened, (b) (6), (b) (7)(C) deposited \$9,720.01 and four days later on July 18, 2016, (b) (6), (b) (7)(C) deposited \$9,990.00, for a total amount of \$19,710.01. The two deposits were made at United's Blairsville, GA branch. Acct. (b) (6), (b) (7)(C) was subsequently identified as having an average available account balance of \$69,800.48.

Information received from (b) (7)(E) revealed that (b) (6), (b) (7)(C) was previously the subject of allegations of unauthorized use of the (b) (6), (b) (7)(C). However, the (b) (7)(E) inquiry was resolved with no adverse findings against (b) (6), (b) (7)(C) though the above financial activity was not known at the time the investigation concluded.

On September 20, 2016, the RA received records related to Acct. (b) (6), (b) (7)(C) and the aforementioned cash deposits. Upon reviewing the records, the RA identified a debit transaction form for an account under (b) (6), (b) (7)(C) with the notation "(b) (6), (b) (7)(C) / (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)". The form was dated July 14, 2016 and for the debit amount of \$50,000 from account (b) (6), (b) (7)(C).

The RA queried online source for additional information regarding (b) (6), (b) (7)(C) and identified an (b) (6), (b) (7)(C) for the individual from (b) (6), (b) (7)(C) Blairsville, GA. The (b) (6), (b) (7)(C) mentioned that (b) (6), (b) (7)(C) was a resident of Blairsville who (b) (6), (b) (7)(C). The (b) (6), (b) (7)(C) also mentioned that (b) (6), (b) (7)(C) was (b) (6), (b) (7)(C), to include (b) (6), (b) (7)(C) of Houston, TX. Based on the aforementioned information, the RA identified the possibility that the source of (b) (6), (b) (7)(C) funds related to United account, including the cash transactions, were part of (b) (6), (b) (7)(C) (b) (6), (b) (7)(C).

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On September 26, 2016, NASA-OIG agents interviewed (b) (6), (b) (7)(C) regarding the various cash transactions tied to (b) (6), (b) (7)(C) account with United. (b) (6), (b) (7)(C) confirmed that (b) (6), (b) (7)(C) established an account with United in Blairsville, Georgia following (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), who resided in Blairsville. (b) (6), (b) (7)(C) confirmed that (b) (6), (b) (7)(C) assets, to include (b) (6), (b) (7)(C), following (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) amassed a significant amount of money, both in the form of (b) (6), (b) (7)(C), which summed to over (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) also kept significant amounts of cash at (b) (6), (b) (7)(C) residence, which served as the source of (b) (6), (b) (7)(C) cash deposits.

When asked specifically about the structured cash deposits of \$9,720.01 and \$9,990.00, (b) (6), (b) (7)(C) informed the RA that a bank teller from United advised (b) (6), (b) (7)(C) to keep (b) (6), (b) (7)(C) cash transaction below \$10,000 to avoid additional “paperwork” and an “investigation.” The teller also allegedly instructed (b) (6), (b) (7)(C) to wait several days between the two transactions. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) followed the advice of the teller since (b) (6), (b) (7)(C) had no idea what structuring was or that it was prohibited by statute. The RA informed (b) (6), (b) (7)(C) of the structuring statute (31 U.S.C. § 5324) and advised (b) (6), (b) (7)(C) to avoid structuring cash transactions.

Separately, (b) (6), (b) (7)(C) relayed (b) (6), (b) (7)(C) had recently been approached by representatives from various U.S. agencies with requests involving (b) (6), (b) (7)(C) official duties with NASA. The RA advised (b) (6), (b) (7)(C) to consult (b) (6), (b) (7)(C) management regarding these contacts and requests. On September 26, 2016, the RA met with (b) (7)(E), and alerted them of the contacts and requests received by (b) (6), (b) (7)(C) (b) (7)(E) informed the RA that they would coordinate with (b) (6), (b) (7)(C) regarding the issue.

Since the source of (b) (6), (b) (7)(C) two cash deposits have been identified and do not appear to involve any criminal activity, no further investigation is required.

Prepared by: (b) (6), (b) (7)(C), JSC
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**Office of Inspector General
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O-KE-16-0199-HL-S

August 23, 2016

CONFLICT OF INTEREST INVOLVING KSC (b) (6), (b) (7)(C)
Kennedy Space Center, FL 32899

INFORMATION MEMORANDUM/CLOSING: On April 24, 2016, NASA OIG Cyber Hotline received an anonymous email that alleged (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) twice selected a Service-Disabled Veteran Owned Small Business (SDVOSB) called “The Dalton Gang, Inc.” (TDG) for the multi-million dollar Information Technology Support Services II (ITSS II) contract due to a personal relationship with TDG’s owner. It was alleged that the owner of TDG was an old Navy buddy of (b) (6), (b) (7)(C) and that the company was a “shell” company not qualified to accomplish IT services work. It was suspected that TDG was a “front” company for the incumbent, which was not qualified to bid on the new contract.

According to the complainant, on May 11, 2015, KSC received proposals for the ITSS II contract via solicitation NNK1553724R, which was valued at approximately \$25 million. On October 15, 2015, KSC notified unsuccessful bidders that the award was made to TDG. After a formal protest from one of the unsuccessful companies, KSC reviewed the award and took corrective action on December 3, 2015, and released an amendment to all original contract bidders to resubmit proposals via RFQ NNK1557243R.

It was alleged that TDG was a company of four people, based out of a private home in Warrenton, Virginia. The complexity of the ITSS II contract would require more than four people to manage. KSC changed the scope of the contract, increasing the cost ceiling to \$40 million, and the contract was re-awarded to TDG on April 21, 2016 for a May 2, 2016 start date via the new ITSS II contract, NNK16OG03Z, for \$28,897,241.

(b) (6), (b) (7)(C), Procurement Analyst, reviewed the complaint and the procurement actions surrounding the ITSS/ITSS II contracts. The ITSS contract (NNK13OM02Z) was awarded to Techniks, Incorporated (Techniks), 12950 Worldgate Drive, Suite 230, Herndon, VA 20170. Techniks is cited as an Asian/Indian owned small business, and a minority owned business in the System for Award Management (SAM). According to the NASA Acquisition Internet Service (NAIS), the procurement was a full and open competition, limited to small business. This competitive set-aside was a firm-fixed-price (FFP) contract awarded with a potential value of \$39.8M.

(b) (6), (b) (7)(C)

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The initial ITSS II contract (NNK16OG1Z) was awarded to TDG, 7343 Waverly Drive, Warrenton, VA 20186, via solicitation NNK1553724R. TDG was listed as a Small Disabled Veteran Owned Business (SDVOB) in SAM. According to NAIS, the procurement was a full and open competition, limited to small business (SDVOBs). The re-competed ITSS II contract (NNK16OG03Z) was awarded to TDG, located at 7343 Waverly Drive, Warrenton, VA 20186, via solicitation NNK1557243R.

TDG is owned by (b) (6), (b) (7)(C). TDG's website, under Corporate Profiles lists (b) (6), (b) (7)(C) biography as follows: (b) (6), (b) (7)(C) founded TDG in 2002 and brings over 40 years of experience working with the federal government. Bootstrapping TDG's growth from 2004, the company is now a VA certified Service Disabled Veteran-Owned Small Business and has become one of the premier security and IT support services companies in Northern Virginia. Growth has been fueled by eleven prime contracts including joint venture awards under GSA's VETW GWAC (\$5B ceiling) and small business and SDVOSB awards under NIH's CIO-SP3 contract (\$20B ceiling). (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C), the NASA contracting officer (CO) on the ITSS II procurement provided PA (b) (6), (b) (7)(C) two proposals submitted by TDG for the ITSS II award. The first dated, May 11, 2015, was in response to the original solicitation issued by the Government. The second, which was a resubmission as a result of the first protest, was dated January 4, 2016. In both proposals it was stated that Techniks, the incumbent ITSS contractor was a subcontractor to TDG. Throughout the proposal the business relationship was referred to as "Team TDG."

The first proposal, dated May 11, 2015, stated: "The Dalton Gang (TDG), a veteran's affair certified SDVOSB brings over a decade of IT project management, engineering software, security and program analysis support experience. TDG has partnered with Techniks, Incorporated, the current incumbent ITSS prime contractor for this effort. Together as Team TDG we propose to apply our combined resources to provide NASA a low-risk solution to accomplish PWS requirements." The reference to PWS is the performance work statement of the contract which is synonymous to a statement of work.

The first proposal also stated: "Techniks, subcontractor on Team TDG, successfully executed the transition of the predecessor ITSS contract, which transitioned 100% incumbent personnel within the 14-day phase in period. Because our strategic partnership with Techniks, team TDG is in the unique position of insuring 100% incumbent capture. By insuring 100% retention of existing ITSS staff, we bring a simplified transition, improved lesson based retention, shorten learning curves, and ultimately reduced risks."

The second proposal, which resulted from the first protest was reviewed as well. It was dated January 4, 2016. Much of the proposal was identical. Additional information in the second proposal stated: "The Team TDG relationship was not created for the ITSS II contract opportunity. The principals for TDG and Techniks have worked together for over fifteen years. The business and personal relationships forged over these years is based on a common set

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of core values and mutual trust between the two companies. The CEO of TDG is the founder and executive manager of a successful joint venture, DV United, LLC. Techniks provides the CTO for the joint venture. Under joint leadership, DV United was awarded the GSA VETS GWAC (\$5B ceiling) and NIH's C10-SP3 small business and SDVOSB contracts (\$20B ceiling)."

(b) (6), (b) (7)(C) was asked if (b) (6), (b) (7)(C) had any knowledge of (b) (6), (b) (7)(C) showing favoritism or "steering" the ITSS II procurement to awardee, TDG. (b) (6), (b) (7)(C) stated that the (b) (6), (b) (7)(C) was not involved in any manner with the procurement. (b) (6), (b) (7)(C) stated that the dollar threshold of the procurement precluded (b) (6), (b) (7)(C) involvement. (b) (6), (b) (7)(C) added that after the initial ITSS II award, (b) (6), (b) (7)(C) the owner of TDG, was at KSC and asked (b) (6), (b) (7)(C) if it would be permissible if (b) (6), (b) (7)(C) went to (b) (6), (b) (7)(C) office to say hello. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) knew (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) did not want to create any appearance of impropriety. (b) (6), (b) (7)(C) did not object and (b) (6), (b) (7)(C) met with (b) (6), (b) (7)(C). The negotiation memorandums that were reviewed were authored and signed by the cognizant COs, who were designated as the source selection officials (SSOs). The SSO was not (b) (6), (b) (7)(C). This supports the CO's statement that (b) (6), (b) (7)(C) was not involved in this procurement, due to the dollar threshold of this procurement.

Since the allegations were unfounded, this matter is closed.

Prepared by: (b) (6), (b) (7)(C) , KSC
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O-KE-16-0336-S

November 28, 2016

SPACE X FALCON 9 ANOMALY
Cape Canaveral Air Force Station, Florida

CASE CLOSING: On September 1, 2016, at approximately 9:07 a.m. (EST), leading up to a standard pre-launch static fire test for the SpaceX AMOS-6 communications satellite mission, an anomaly occurred at Cape Canaveral Space Launch Complex 40 (SLC-40) (U.S. Air Force property). The anomaly resulted in the loss of a Falcon 9 Rocket space vehicle and the integrated AMOS-6 payload. The Reporting Agent (RA) opened an administrative matter in order to identify any financial damage to NASA, to assess damage to SLC-40, and determine ultimate impact to future NASA International Space Station (ISS) resupply missions. Specifically, the RA attempted to determine whether or not SpaceX will be able to meet its obligations regarding the ISS sustainment schedule and whether or not SpaceX will continue to have the ability to meet its requirements under its Commercial Resupply Services (CRS) contract.

Through its own internal investigation and assistance from the Federal Aviation Administration (FAA), NASA, U.S. Air Force, and industry experts, SpaceX discovered that the Falcon 9 rocket's liquid oxygen accidentally became too cold, causing it to solidify during the fuel loading process. That transformation, in turn, triggered a chemical reaction with a carbon composite container holding liquid helium that was located inside the oxygen tank. The Falcon 9 rocket flies by combusting liquid kerosene with liquid oxygen. Because there's no oxygen in space, the rocket needs to bring its own. In order to load as much fuel as possible into the rocket, it is required to cool oxygen gas until becomes liquid. The excessive cooling increases the density of the oxygen and therefore increased how much fuel the rocket could carry. The problem had to do with extremely cold oxygen reacting with the carbon fiber composites inside the fuel tank. SpaceX normally cools its oxygen tanks to about -340 degrees Fahrenheit. Liquid oxygen ices -362 degrees.

The RA was unable to identify any financial damage to NASA as a result of the SpaceX anomaly. NASA does maintain three computer/communication tower cabinets beneath SLC-40 in the "Customer Room," however the RA verified the computer/communication equipment inside the tower cabinets remained unharmed. SLC-40 was severely damaged, however SpaceX plans to return to flight with the Falcon 9 rocket in mid-December of 2016. SpaceX has not yet determined if it will use SLC-40, SLC-39A at KSC, or launch the December mission from Vandenberg Air Force Base in California.

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On November 8, 2016, SpaceX revealed its external cargo manifest through its twentieth resupply mission of ISS. SpaceX ISS resupply flights were scheduled to resume in January 2017. SpaceX's external cargo manifest for its next eleven resupply flights is being finalized by the ISS Program.

SpaceX proposed to NASA eleven ISS resupply missions over a three year period; SpaceX-10 through SpaceX-20. In all, SpaceX-10, -11, -12, and -13 are all scheduled to launch in 2017, with proposed dates of January, March, June, and September, respectively.

Additionally, with SpaceX returning to flight of the Falcon 9 rocket, there should be no impact to future NASA ISS resupply missions.

This investigation is closed.

Prepared by: (b) (6), (b) (7)(C)
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O-LA-13-0181-S

December 15, 2015

FOREIGN VISITOR ACCESS CONTROL/SPONSORSHIP CONCERNS

Langley Research Center
Hampton, VA 23681

CASE CLOSING: On March 14, 2013, this administrative investigation was initiated following coordination with the Federal Bureau of Investigation (FBI), Counterintelligence Division, Norfolk, VA. The FBI reported that on March 13, 2013, they initiated an investigation of Bo Jiang, a Chinese national and former employee of the National Institute of Aerospace (NIA), formerly under a cooperative agreement tasking at Langley Research Center (Langley). The FBI related their investigation would focus on counterintelligence and export control concerns, partly as provided in a Statement of Inquiry (SOI) 121213-1, prepared by the Office of Security Services, LaRC. The FBI's focus was to also include Daniel Jobson and Glenn Woodell, Langley civil servants who allegedly allowed Jiang to access export controlled material and provided a government-owned laptop to Jiang via NIA which Jiang took with him to the Peoples' Republic of China. Per agreement with the FBI, the NASA Office of Inspector General (OIG) focused on the sponsorship and hiring process for Jiang, the process facilitating and funding his foreign national visit, and the security and export control protocols.

Administrative Results

The Office of Inspector General (OIG) conducted an administrative investigation to examine the process by which Jiang came to work at Langley and the information and IT resources to which he was given access. On August 22, 2013, the OIG issued a report to the NASA Administrator detailing the results of this administrative investigation. In summary, we found that Langley's process for requesting access for foreign nationals was structured pursuant to NASA regulations. However, we found the process overly complex, required input from numerous Center and Headquarters employees, and not sufficiently integrated to ensure that responsible personnel had access to all relevant information. We also determined that several employees who had roles in the screening process made errors that contributed to the confusion about the proper scope of Jiang's access to Langley facilities and IT resources, and the appropriateness of Jiang taking his NASA-provided laptop to China.

On September 20, 2015, NASA's Associate Administrator Robert Lightfoot provided the Agency's response to the OIG's report. Response details the Administrator's order for and internal and independent external review of NASA's access policies and procedures.

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On January 2, 2015, both Woodell and Jobson retired from Federal Service.

Criminal Results

- Bo Jiang

On March 16, 2013, agents from the Department of Homeland Security conducted a border search of ^{(b)(6)}-year-old Bo Jiang at Dulles International Airport as part of an investigation of potential export control violations. Jiang, a citizen of the People's Republic of China, was preparing to fly home to China. After questioning him about what electronic media he had in his possession and searching his belongings, agents took Jiang into custody and charged him with making a false statement to Federal authorities.

Six weeks later, Jiang plead guilty in Federal court to a misdemeanor offense of violating (NASA) security rules by using a NASA laptop to download copyrighted movies, television shows, and sexually explicit material. In the court proceeding, Jiang did not admit to lying to Federal agents or possessing sensitive NASA information. Federal prosecutors and Jiang stipulated in a court filing accompanying the plea that "none of the computer media that Jiang attempted to bring to [China] on March 16, 2013, contained classified information, export-controlled information, or NASA proprietary information."

- Glenn Woodell/Dan Jobson

On October 20, 2015 Jobson and Woodell were both charged by criminal information with one count each of a violation of 18 USC 799. The criminal information reflected that both individuals did unlawfully and willfully violate a regulation and order promulgated by the Administrator of NASA for the protection and security of any laboratory, station, base or facility, and part thereof, and any aircraft, missile, spacecraft, or similar vehicle, and part thereof and any property and equipment in the custody of NASA. Specifically both individuals as NASA employees and users of the NASA information technology system, and foreign national sponsor for access purposes, did fail to secure, protect and fully restrict access to a NASA computer and information contained therein on such device, thereby failing to protect NASA information from unauthorized disclosure while such information was stored by providing to and continuing to allow a foreign national to exercise complete and unrestricted access to a NASA computer and the information contained therein, in violation of NASA Procedural Requirements.

On October 26, 2015, Woodell plead guilty to a criminal information charging him with a one count violation of 18 USC 799. He received 6 months of probation and a \$500 fine, plus a \$25 court fee.

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On November 30, 2015, Jobson plead guilty to a criminal information charging him with a one count violation of 18 USC 799. He received 6 months of probation and a \$500 fine, plus a \$25 court fee.

Administrative Sanctions

On November 30, 2015, the Langley Office of Chief Counsel (OCC), proposed that Woodell be (b) (5). The basis for this recommendation cited that it appears Woodell (b) (5).

Langley OCC is also contemplating efforts to have Jobson (b) (5).

(b) (5), Office of the General Counsel is currently (b) (5). A decision (b) (5) is pending.

Prepared by: (b) (6), (b) (7)(C), Eastern Field Office
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O-LA-14-0088-HL-S

March 2, 2015

**WASTE OF GOVERNMENT RESOURCES – OFFICE OF HUMAN CAPITAL
MANAGEMENT**

Langley Research Center
Hampton, VA 23681

CASE CLOSING: Investigation was initiated on complaint information alleging that the Office of Human Capital Management (OHCM), Langley Research Center (LaRC), mismanaged NASA funds involving the Lindholm and Associates, Inc. (L&A), contract. Purportedly, (b) (6), (b) (7)(C) OHCM had a personal relationship with (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) L&A, and improperly exerted (b) (6), (b) (7)(C) influence over this contract onto (b) (6), (b) (7)(C) staff. Funds were allegedly misused with the hiring of a retired OHCM employee who returned as an L&A contractor in (b) (6), (b) (7)(C), working in the same capacity. Further, the contracted work could be performed by civil servants; and (b) (6), (b) (7)(C) convinced NASA Headquarters to also use L&A.

A previous investigation, O-LA-11-0373-MR, involved similar allegations, and included coordination with the Office of Procurement (OP), and the Office of Chief Counsel (OCC), LaRC. That investigation found no impropriety regarding the relationship between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C); L&A was contracted to augment the OHCM civil service team under Blanket Purchase Agreement (BPA) NNL10AA012, and was not used for inherently governmental work; and high ratings were given for L&A's performance.

Alleged BPA Improprieties

With the recent allegations, we coordinated again with (b) (6), (b) (7)(C), OCC, who reaffirmed OCC's knowledge of a personal relationship between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), and OCC's cognizance of the relationship in its ongoing counsel to OHCM and (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) further affirmed (b) (6), (b) (7)(C) understanding of the potential appearances of this relationship; however, to (b) (6), (b) (7)(C) knowledge, there was no actual conflict of interest.

An interview of (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) Officer for BPA NNL10AA012, OP, revealed the award of the BPA was handled competitively through normal procurement channels using the GSA schedule of approved vendors, and occurred without involvement of OHCM management. (b) (6), (b) (7)(C) told us that (b) (6), (b) (7)(C) was never approached by (b) (6), (b) (7)(C) or any other OHCM employee, other than (b) (6), (b) (7)(C), in (b) (6), (b) (7)(C) official capacity as Contracting Officer's Representative (COR) for the BPA, in an effort to effect contractual initiation, modification, or other action involving L&A.

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Alleged Improper Hiring

(b) (6), (b) (7)(C) HRS, OHCM, and COR for the BPA with L&A since October 2011, related (b) (6), (b) (7)(C) had not experienced any significant issues or concerns while monitoring task orders (TO's) issued under the BPA until the recent TO involving (b) (6), (b) (7)(C) work as a contractor. (b) (6), (b) (7)(C) specific concerns centered upon (b) (6), (b) (7)(C) transition and nature of work performed.

Coordination with (b) (6), (b) (7)(C) centered on the portion of the complaint involving the retirement and re-employment by L&A of (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), OHCM, LaRC. (b) (6), (b) (7)(C) retired on (b) (6), (b) (7)(C) and was re-employed by L&A under a contract serving the OHCM on (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) related this transition was presented to OCC for a legal evaluation prior to (b) (6), (b) (7)(C) return. Additionally, OCC reviewed the circumstances surrounding (b) (6), (b) (7)(C) negotiation for the position while employed with NASA. (b) (6), (b) (7)(C) related that based upon the information presented, OCC had no objections to (b) (6), (b) (7)(C) transition and deemed that the specific work (b) (6), (b) (7)(C) was performing was not inherently governmental.

Coordination with (b) (6), (b) (7)(C), Attorney-Advisor, NASA OIG, and (b) (6), (b) (7)(C), Director of Human Resources, NASA OIG, included a review of (b) (6), (b) (7)(C) position description. Based on this coordination and further review, any concerns regarding inherently governmental effort being performed by (b) (6), (b) (7)(C) as a contractor appeared unfounded.

Conflict of Interest Concerns

Our review of government email accounts and interviews of (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), OHCM, and (b) (6), (b) (7)(C) revealed several communications between the parties pertaining to the Vacancy Announcement and subsequent attempts to backfill (b) (6), (b) (7)(C) civil service position. Notably, (b) (6), (b) (7)(C) was requested to and assisted in researching and drafting position duties, interview questions, and did participate in one interview. It was also noted that (b) (6), (b) (7)(C) did express interest in post-retirement employment with L&A after being solicited by (b) (6), (b) (7)(C) on the same day the announcement posted. Despite (b) (6), (b) (7)(C) level of participation in the process after having expressed interest an interview of (b) (6), (b) (7)(C), HRS, OHCM, confirmed that (b) (6), (b) (7)(C) was the only one who received and prepared the applicant certification listing for further interview and hiring consideration. (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) confirmed that three candidates were selected for interview and that two were considered fits for the position. However, in follow up with the two good candidates, neither was willing or able to move to the commuting area to accept the position.

Our investigation found that (b) (6), (b) (7)(C) did not disclose (b) (6), (b) (7)(C) exchange with (b) (6), (b) (7)(C) wherein (b) (6), (b) (7)(C) expressed interest; it was not until the candidates declined and (b) (6), (b) (7)(C) retirement approached that (b) (6), (b) (7)(C) approached OCC to discuss possible conflicts or issues that may be involved should (b) (6), (b) (7)(C) accept a contract position.

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On January 9, 2015, the case was presented to (b) (5)

Based on (b) (5) ; and our coordination with OP, OCC, OIG Counsel, and witness interviews that disclosed no improprieties for further pursuit, this investigation is closed.

Prepared by: (b) (6), (b) (7)(C), LaRC
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O-LA-15-0371-S

January 26, 2015

POSSIBLE LUNAR MATERIAL

CASE CLOSING: This case was initiated upon information received from (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Nelson Mullins Riley & Scarborough, LLP, 104 South Main Street, Suite 900, Greenville, South Carolina 29601. (b) (6), (b) (7)(C) contacted our office in an effort to clarify potential origin and/or possible claim or special handling matters concerning a rock specimen currently in (b) (6), (b) (7)(C) office's possession. (b) (6), (b) (7)(C) purported the specimen was discovered in an abandoned safety deposit box belonging to a financial institution represented by (b) (6), (b) (7)(C) firm and that the corresponding bank inventory ledgers noted the item only as "moon rock" (no further information/indications of the item's nature or origin). (b) (6), (b) (7)(C) further purported the specimen, along with other contents, is anticipated to escheat to State possession pursuant to laws affecting such matters.

At our request, (b) (6), (b) (7)(C) provided photographs of the item so that we might facilitate review by a NASA expert. We contacted (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), Johnson Space Center, in an effort to further identify the specimen in question. (b) (6), (b) (7)(C) informed us that in order to provide a conclusive determination of the specimen's composition and subsequently confirm or deny any connection the specimen may have with lunar material, (b) (6), (b) (7)(C) would need to examine the specimen directly in a laboratory environment.

Our office facilitated the shipment of the sample from (b) (6), (b) (7)(C) to (b) (6), (b) (7)(C) for (b) (6), (b) (7)(C) evaluation and testing. On October 30, 2015, (b) (6), (b) (7)(C) informed our office that (b) (6), (b) (7)(C) preliminary results indicated the item was not lunar and appeared to be man-made. (b) (6), (b) (7)(C) requested more time to run additional testing in an effort to identify the sample. On December 8, 2015, (b) (6), (b) (7)(C) confirmed (b) (6), (b) (7)(C) initial results and indicated final testing was in process and that a report and return of the samples would be forthcoming.

Our office verified the return of the sample, testing derivatives, and resultant report to the item's owner on January 26, 2016. Based on the results of testing by NASA experts and the subsequent return of the non-lunar sample back to the sample's owner, no further action is warranted at this time. Accordingly, this investigation is closed.

Prepared by: (b) (6), (b) (7)(C), LaRC
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**Office of Inspector General
Office of Investigations**

O-LA-16-0361-S

October 3, 2016

RECOVERY OF POSSIBLE LUNAR MATERIAL

Bogota, Columbia

CASE CLOSING: Investigation was initiated based on information received from Special Agent (SA) (b) (6), (b) (7)(C), Federal Bureau of Investigation (FBI), Washington (DC) Field Office, who reported an individual in Colombia called (b) (6), (b) (7)(C) and claimed to have two Moon rocks from the Apollo 11 lunar mission. The rocks were reportedly sized at 140 grams and 85 grams, and the caller claimed to have a sample piece of one of the rocks (b) (6), (b) (7)(C) was willing to provide. SA (b) (6), (b) (7)(C) advised another individual reportedly maintained the rocks, was unable to sell them at the price desired, and the caller was possibly seeking a reward for providing the rocks. The caller provided photographs of the rocks. SA (b) (6), (b) (7)(C) related that the FBI's Legal Attache's office in Bogota was having logistical issues in securing the sample.

The photographs were provided to (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), Astromaterials Acquisition and Curation Office, Johnson Space Center, Houston, TX, with a request that (b) (6), (b) (7)(C) review the photographs in an attempt to make a determination as to whether the rocks depicted were Apollo Moon rocks. Although (b) (6), (b) (7)(C) could not discern whether the images were moon rocks, (b) (6), (b) (7)(C) related (b) (6), (b) (7)(C) was almost certain they were not Apollo samples. (b) (6), (b) (7)(C) advised that NASA has kept careful track of all of the Apollo samples since they were returned, and NASA is not missing any rocks sized as specified.

SA (b) (6), (b) (7)(C) related that given (b) (6), (b) (7)(C) assessment that the depicted rocks were almost certainly not Apollo samples; and based on information from the FBI Legal Attache office in Bogota regarding the sale of fraudulent Moon rocks in South America, the FBI will not pursue the matter further. Accordingly, no further investigation is warranted and this case is closed.

Prepared by: (b) (6), (b) (7)(C), LaRC
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O-LB-11-0007-0

October 21, 2016

REPORT OF INVESTIGATION

ADVANCED SCIENCE AND NOVEL TECHNOLOGY

27 Via Porto Grande
Rancho Palos Verdes, CA 90275

CASE CLOSING: This case was initiated based on a proactive review of NASA's Small Business Innovative Research (SBIR) database. The review focused on SBIR grant recipients from 2002 to 2011, with a focus on multiple award recipients. Upon further investigation, Advanced Science and Novel Technology (ADSANTEC) became a focus due to the company's address being located in a predominantly residential area in an upscale neighborhood.

ADSANTEC submitted 49 Phase I and Phase II SBIR proposals to NASA between 2002 to 2010 for Phase I and Phase II SBIR grant awards, and of those submissions, ten were awarded SBIR grants for a total of \$2,819,779.30 in funding. Additionally, the Department of Defense (DOD) had awarded eleven SBIR grants, and the Department of Energy (DOE) awarded six grants. The total value of the grants awarded to ADSANTEC was in excess of \$10 million. (b) (6), (b) (7)(C), the owner of ADSANTEC and Alexander Tartakovsky, the Vice President of ADSANTEC were listed as the Principle Investigators on numerous SBIR proposals.

Further investigation into Tartakovsky revealed he is also listed as the principal investigator for other SBIR grants for Argo Science Corporation, a corporation owned (in name only) by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C). At the time the investigation began Tartakovsky was employed as a professor at the University of Southern California (USC) in Los Angeles, CA, and later a professor at the University of Connecticut.

During the course of the investigation, the Defense Criminal Investigative Service (DCIS), DOE OIG, and the Internal Revenue Service (IRS) – Criminal Investigations worked with NASA OIG in the investigation of ADSANTEC and Argo Science. The investigation discovered both ADSANTEC and Argo Science and submitted SBIR proposals on similar topics, and received funding on those topics, without notifying the funding agencies, in violation of SBIR guidelines. Additionally, experts from NASA, DOE, and DOD entities determined portions of the progress reports submitted contained duplicative research, suggesting the work was performed only once, but reported to multiple agencies as unique research.

In May 2014 a seizure warrant was executed on a Citibank account held by (b) (6), (b) (7)(C) and \$733,770.71 in funds were seized pursuant to the warrant.

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On August 29, 2014, Tartakovsky plead guilty to one count of providing false statements in violation of 18 U.S.C. 1001. On December 22, 2014, he was sentenced to serve two years probation, 250 hours of community service, and pay \$199,999 in fines.

(b) (5)

(b) (5)

The previously seized funds were later returned to (b) (6), (b) (7)(C)

On June 17, 2016, the DOE suspended Argo Science, Tartakovsky and (b) (6), (b) (7)(C) based on Tartakovsky's plea agreement.

On September 30, 2016, DOE notified ADSANTEC it owed \$674,999 in reimbursement to the DOE based on the OIG investigation.

On October 14, 2016, DOE issued debarments for Argo Science, Tartakovsky and (b) (6), (b) (7)(C) for a period of three years, ending on June 16, 2019.

Prepared by: (b) (6), (b) (7)(C), LBRA
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**Office of Inspector General
Office of Investigations**

O-LB-13-0127-O

February 3, 2015

ANDERSON, Deon Eli (et al)

Procurement Official, The Boeing Company – Defense, Space and Security
(b) (6), (b) (7)(C)

CASE CLOSING: This investigation was initiated based on a complaint that Deon Anderson, a Procurement Official with The Boeing Company, Defense, Space and Security business unit, engaged in a kickback scheme with U.S. Government subcontractors. On January 13, 2013, agents interviewed Anderson, who admitted to receiving kickbacks for providing sensitive Boeing pricing data and subsequently awarding Boeing purchase orders. During the interview, Anderson also stated that Robert “Bobby” Diaz, who is an outside sales representative, receives a portion of the kickbacks from JL Manufacturing for helping facilitate the unlawful scheme. Anderson has admitted to receiving approximately \$400,000 in kickbacks beginning in 2010 for awarding Boeing purchase orders in support of prime U.S. Government contracts.

On February 15, 2013, Anderson in cooperation with federal law enforcement agencies traveled to the Los Angeles, CA area to meet with some of the individuals involved in this unlawful scheme. During these meetings, Anderson consented to be electronically monitored by agents.

On February 15, 2013, Anderson met with William Patrick Boozer, who is the sales executive for Globe Dynamics. During their meeting, Boozer paid Anderson \$5,000.00 in cash for providing sensitive Boeing pricing data and promising to award future Boeing purchase orders to Globe Dynamics. On February 15, 2013, Anderson also met with Diaz and Jeffrey LaVelle, who is the owner of JL Manufacturing. During this meeting, LaVelle paid Anderson \$3,000.00 in cash for providing sensitive Boeing pricing data and promising to award future Boeing purchase orders to JL Manufacturing. The U.S. currency paid by LaVelle and Boozer was seized as evidence by agents and both meetings were electronically recorded by agents.

On May 14, 2013, agents executed a search warrant at JL Manufacturing in Everett, WA. Agents also interviewed, LaVelle while simultaneously agents interviewed Boozer and Diaz concerning their knowledge and involvement in the kickback scheme.

On October 7, 2013, the United States District Court, Eastern District of Missouri, unsealed a 4-count indictment filed on October 2, 2013 against Anderson, Diaz, Lavelle, and Boozer. The Defendants were charged with violating 18 U.S.C. §1341 (Mail Fraud), 18 U.S.C. §1343 (Wire Fraud), and 18 U.S.C. §2(a) (Aiding and Abetting). The indictment contained a Forfeiture

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allegation in which the defendants shall forfeit to the United States of America any property, real or personal, constituting or derived from any proceeds traceable to said offenses.

On October 10, 2013, the United States Air Force (USAF) Deputy General Counsel for Contractor Responsibility, notified Boozer, Diaz, Lavelle, and Anderson that they were suspended from Government Contracting. On October 23, 2013, the USAF Deputy General Counsel also notified Diaz that his company, Inland Empire, was suspended from Government Contracting.

On May 9, 2014, Boozer pled guilty to one count of violating 18 U.S.C. §1343 and he forfeited \$116,339.17. On October 27, 2014, Boozer was sentenced to 18 months imprisonment, 36 months of supervised release, a \$10,000 fine, and \$100 special assessment. The Court also confirmed the Order of Restitution in the amount of \$116,000.

On June 4, 2014, Diaz pled guilty to one count of violating 18 U.S.C. §1341 and two counts of violating 18 U.S.C. §1343. On October 27, 2014, Diaz was sentenced to 15 months imprisonment, 36 months of supervised release, a \$2,000 fine, and \$300 special assessment.

On July 18, 2014, Anderson pled guilty to three counts of violating 18 U.S.C. §1341, one count of violating 18 U.S.C. §1343, and one count of violating 31 U.S.C. §5324 (Structuring). On October 27, 2014, Anderson was sentenced to 20 months imprisonment, 24 months of supervised release, and \$500 special assessment. The Court also restated the Order of Forfeiture involving the property that was previously forfeited by Anderson.

On July 28, 2014, Lavelle pled guilty to one count of violating 18 U.S.C. §1341 and two counts of violating 18 U.S.C. §1343. On November 21, 2014, Lavelle was sentenced to 15 months imprisonment, 36 months of supervised release, a \$50,000 fine, and a \$300 special assessment.

On December 22, 2014, , the USAF Deputy General Counsel signed Notices of Debarment for Diaz, Inland Empire, Boozer, and Anderson. Diaz and Inland Empire are debarred from contracting with the Government until February 10, 2018. Boozer is debarred from contracting with the Government until April 10, 2018. Anderson is debarred from contracting with the Government until June 10, 2018. On January 9, 2015, the USAF Deputy General Counsel signed a Notice of Debarment for Lavelle, who is debarred from contracting with the Government until January 10, 2018.

With the acceptance of the plea agreements, sentencing orders and imprisonment terms, all investigative effort is completed. The U.S. Department of Justice does not intend to pursue charges against any other subjects. All investigative activities and remedies have been addressed. This case is closed.

Prepared by: (b) (6), (b) (7)(C), LBRA
DISTR: File / DCIS / FBI

(b) (6), (b) (7)(C)

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O-HS-15-0069-HL

January 6, 2015

FRATERNIZATION/UNPROFESSIONAL RELATIONSHIPS IN WORKPLACE

Armstrong Flight Research Center
Edwards, CA 93523

CASE CLOSING MEMORANDUM: This investigation was initiated based on an anonymous cyber-hotline complaint alleging fraternization/unprofessional relationships in the workplace between (b) (6), (b) (7)(C), a civil servant at Armstrong Flight Research Center (AFRC), Palmdale, CA and (b) (6), (b) (7)(C), a Contractor with Media Fusion. The complaint alleges (b) (6), (b) (7)(C) is a (b) (6), (b) (7)(C) and uses (b) (6), (b) (7)(C) position to promote relations with (b) (6), (b) (7)(C) has personal relations with (b) (6), (b) (7)(C) on company time, and shows favoritism towards (b) (6), (b) (7)(C) and allows (b) (6), (b) (7)(C) extra favors.

The investigation revealed the following:

- AFRC's Equal Employment Opportunity (EEO) received an anonymous telephone call regarding the alleged unprofessional relationship between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C)
- (b) (6), (b) (7)(C) manager also received an anonymous electronic mail (e-mail) regarding the same matter and addressed the matter with (b) (6), (b) (7)(C) after (b) (6), (b) (7)(C) sought advice from EEO.
- The Program Office and the Contractor also addressed the matter with (b) (6), (b) (7)(C)
- (b) (6), (b) (7)(C) manager had not seen any unprofessional relationship or fraternization in (b) (6), (b) (7)(C) workplace.
- (b) (6), (b) (7)(C) moved (b) (6), (b) (7)(C) before (b) (6), (b) (7)(C) 2014 because (b) (6), (b) (7)(C) was assigned to a different (b) (6), (b) (7)(C) and no longer works at (b) (6), (b) (7)(C)
- (b) (6), (b) (7)(C) had not been working directly with the office where (b) (6), (b) (7)(C) was working for quite some time. (b) (6), (b) (7)(C) was (b) (6), (b) (7)(C) from that office in (b) (6), (b) (7)(C) 2014 due to the manager moving (b) (6), (b) (7)(C) staff around for well-rounded experience in the office.
- Civil servants did not have control over Contractors schedules or the ability to send them home early. It is something they would have to work with the Program Office to schedule.

Based on the investigative findings to date, the allegations raised by the anonymous cyber-hotline complaint were addressed by management and parties involved are no longer present in the office together. It is recommended that this case be closed with no further action necessary.

Prepared by: (b) (6), (b) (7)(C), LBRA
DISTR: File

(b) (6), (b) (7)(C)

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**Office of Inspector General
Office of Investigations**

O-HS-15-0331-HL-P

December 29, 2015

CONFLICT OF INTEREST

Jet Propulsion Laboratory
Pasadena, CA

CASE CLOSING: In August 2015, the NASA Office of Inspector General received an anonymous cyber hotline complaint regarding possible waste and abuse pertaining to a required two-day 4-D assessment course at the Jet Propulsion Laboratory (JPL). The complainant stated that the course was forced upon them, was “worthless” and cost NASA “hundreds of thousands of dollars”. In addition, the complainant stated that the instructor was only hired due to personal relationship with a JPL employee. The complainant indicated that others have made complaints to the Ethics Office at JPL, but no action was taken.

In August 2015, the Reporting Agent (RA) contacted (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) Contract Specialist for the NASA Management Office (NMO) at JPL and requested any information that NMO may have on either (b) (6), (b) (7)(C) or 4-D Systems. Previous research indicated that they may be linked to the initial cyber complaint. After researching the information, (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) was unable to find any direct contracts between NASA and 4D-Systems.

In November 2015, the RA spoke to (b) (6), (b) (7)(C), counsel for JPL concerning issues brought up in the complaint. After researching the issue, (b) (6), (b) (7)(C) advised the RA that JPL had received an anonymous complaint in May 2015 against (b) (6), (b) (7)(C) and the 4-D Systems workshop. The matter was referred to the Human Resources Department and “steps were taken to ensure there was not a conflict of interest with the directorate leadership.” (b) (6), (b) (7)(C) also confirmed that the workshop is directly funded through the JPL overhead “burden budget” and that (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) Office of Safety and Mission Success, had played an active role in the hiring of (b) (6), (b) (7)(C) and 4-D systems.

Continuing in November 2015, the RA spoke to NASA OIG Counsel (b) (6), (b) (7)(C) concerning the allegation and the use of the JPL “burden budget” to fund training. (b) (6), (b) (7)(C) stated that the use of such funds was normally allowed and a routine method of funding training activity at JPL and other NASA centers.

In December 2015, the RA interviewed (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) Office of Safety and Mission Success at JPL. (b) (6), (b) (7)(C) stated that the 4-D Systems workshop had been around since the 1990s but that JPL had recently begun to pay for the training through their overhead budget. (b) (6), (b) (7)(C) felt that the training was valuable to employees but allowed department managers to

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determine how often the training should be available. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) has only met (b) (6), (b) (7)(C) “maybe two times” and understands that (b) (6), (b) (7)(C) can have “an abrasive personality” at times but feels (b) (6), (b) (7)(C) training is important to (b) (6), (b) (7)(C) employees and will continue funding it in the future.

Continuing in December 2015, the RA interviewed (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) NASA Academy of Program / Project Engineering (APPEL). (b) (6), (b) (7)(C) stated that APPEL had historically provided a catalogue of different training courses to NASA centers and employees and confirmed that the 4-D Systems workshop has been offered since at least 2005. Due to recent funding issues, NASA centers who request the course now pay for the training through the overhead budgets of each NASA center. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) occasionally receives complaints about various training courses but feels the current offering is valuable to NASA.

NASA OIG originally received a complaint concerning a training course offered by NASA that alleged the course was a misuse of funds and that the course was offered at JPL due to an improper relationship between the course instructor and a JPL (b) (6), (b) (7)(C). During the course of the investigation, the RA learned that the course has been offered for some time to multiple NASA centers and is valued by various NASA and JPL managers. (b) (6), (b) (7)(C) denied any improper relationship concerning the awarding of the training contract and no evidence has been received suggesting otherwise to date. Due to a lack of evidence substantiating the allegation, it is recommended that this case be closed.

Prepared by: (b) (6), (b) (7)(C), LBRA
DISTR: File

(b) (6), (b) (7)(C)

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**Office of Inspector General
Office of Investigations**

O-LB-16-0258-P

August 3, 2016

SUSPICIOUS ACTIVITY ON TDRS-M SPACECRAFT

Boeing Corporation
El Segundo, CA

CASE CLOSING: On June 14, 2016 the Reporting Agent (RA), Long Beach Resident Agency (LBRA), received information from RAC (b) (6), (b) (7)(C), NASA OIG, Goddard Space Flight Center (GSFC) concerning suspicious activity involving a Boeing employee regarding a Tracking and Data Relay Satellite (TDRS-M), which are a series of satellites used for communication between NASA facilities and spacecraft. (b) (6), (b) (7)(C) forwarded an Initial Report from Boeing Security that provided additional details and included a portion of the security video that recorded the incident.

A review of the security report revealed on June 6, 2016, (b) (6), (b) (7)(C), a Boeing employee, Un-Cleared and not briefed to the TDRS Program, entered the El Segundo factory and walked up to the purge cart supporting the TDRS-M spacecraft and turned off the Solar Wing Drive (SWD) and Sun Solar Infrared Unit (SSIRU) valves to 0 flow rate. Afterwards, (b) (6), (b) (7)(C), Aerospace/NASA Representative arrived at the TDRS-M work area to perform "daily check of the purge and noticed that there was no Nitrogen flow into the SWD and SSIRU. (b) (6), (b) (7)(C) immediately reported (b) (6), (b) (7)(C) findings to Boeing and an investigation was initiated.

During the investigation Boeing Security representative (b) (6), (b) (7)(C) was able to obtain camera footage from the CCTV system located within the factory, which showed an employee walking up to the TDRS-M purge cart while talking on a cell phone and manipulated buttons on the TDRS-M purge panel. Further review of the video showed the employee actually shutting off the SWD and SSIRU purge flows. After ending the phone call, the employee turned around, looked up at the camera and departed the area.

(b) (6), (b) (7)(C) was able to determine that the Boeing employee was (b) (6), (b) (7)(C) and interviewed (b) (6), (b) (7)(C) on June 8, 2016. (b) (6), (b) (7)(C) first denied being in the factory but later admitted to being in the factory and agreed to be interviewed that afternoon. During the interview (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) did go to the TDRS-M work area, saw the purge panel and felt it was "abandoned" equipment and not being used at the time. (b) (6), (b) (7)(C) asked if (b) (6), (b) (7)(C) noticed any warning signs, red stanchions, the tented Spacecraft, to which (b) (6), (b) (7)(C) replied (b) (6), (b) (7)(C) did not notice any TDRS equipment because (b) (6), (b) (7)(C) was distracted by (b) (6), (b) (7)(C) phone conversation.

On June 17, 2016 the RA spoke to Boeing/ TDRS Security official (b) (6), (b) (7)(C) in El Segundo,

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CA concerning the TDRS incident. (b) (6), (b) (7)(C) stated the employee in question, (b) (6), (b) (7)(C), is employed by Boeing as a “(b) (6), (b) (7)(C)” and performs a number of services with various Boeing Satellites. (b) (6), (b) (7)(C) had authorization to enter the facility but not to perform any work on the TDRS section. (b) (6), (b) (7)(C) had completed (b) (6), (b) (7)(C) “GLR” security training recently and was familiar with the security procedures. Once the incident happened, (b) (6), (b) (7)(C) access to the facility was removed.

(b) (6), (b) (7)(C) is a U.S. Resident and has the proper security clearance for (b) (6), (b) (7)(C) job but not a “DoD Security Clearance”. When asked about the phone call (b) (6), (b) (7)(C) made while manipulating the control valves, (b) (6), (b) (7)(C) first stated that it was a work-related call but then changed (b) (6), (b) (7)(C) answer to personal call. After further coordination with (b) (6), (b) (7)(C) the RA arranged for (b) (6), (b) (7)(C) to be interviewed.

On June 22, 2016 the RA interviewed (b) (6), (b) (7)(C) at the Boeing Corporation in El Segundo, CA.

(b) (6), (b) (7)(C)

When asked about the incident on June 6, 2016, (b) (6), (b) (7)(C) had no specific memory of touching or adjusting the nitrogen purge panel in question. (b) (6), (b) (7)(C) stated that there was “no reason why (b) (6), (b) (7)(C) should have touched” the panel. (b) (6), (b) (7)(C) only remembered making a phone call. Concerning the phone call, (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) was talking to (b) (6), (b) (7)(C), who is a Boeing employee in the Planning section of (b) (6), (b) (7)(C) department. The RA requested to see the phone used to make the call. (b) (6), (b) (7)(C) produced the phone and showed the phone call log from June 6, 2016, which listed a call at 10:43am, which is approximately the time of the incident. Upon further questioning, (b) (6), (b) (7)(C) admitted that (b) (6), (b) (7)(C) is (b) (6), (b) (7)(C), is retiring in (b) (6), (b) (7)(C), and that (b) (6), (b) (7)(C) discussed replacing (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C) current position when (b) (6), (b) (7)(C) leaves.

When shown the security video of the incident, (b) (6), (b) (7)(C) still could not recall any specific knowledge of the event. (b) (6), (b) (7)(C) did admit that (b) (6), (b) (7)(C) likes to “tinker” with mechanical parts and that it is common for satellite projects to leave equipment carts and panels that are temporarily not needed on the factory floor.

When asked, (b) (6), (b) (7)(C) denied having any malicious intent in turning off the purge valves, denied being asked to do so by anyone else or to have been involved with a similar incidents previously. During the conversation, (b) (6), (b) (7)(C) implied that perhaps (b) (6), (b) (7)(C) phone conversation distraction combined with (b) (6), (b) (7)(C) desire to “tinker” with what (b) (6), (b) (7)(C) perceived was unused equipment led to the incident.

Immediately after the interview, the RA met with (b) (6), (b) (7)(C), Boeing Security, and obtained additional information. (b) (6), (b) (7)(C) confirmed that (b) (6), (b) (7)(C) is a Boeing employee in the

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(b) (6), (b) (7)(C) Department and that the number called from (b) (6), (b) (7)(C) phone is the work number listed for (b) (6), (b) (7)(C) also confirmed that (b) (6), (b) (7)(C) has had no previous employment issues at Boeing.

During the meeting, (b) (6), (b) (7)(C) discussed with the RA a number of steps Boeing has taken to ensure the issue does not happen again. Afterwards, (b) (6), (b) (7)(C) forwarded a copy to the RA of the Corrective Action Report that Boeing is implementing in light of the incident.

On July 13, 2016 the RA interviewed (b) (6), (b) (7)(C) at the Boeing Corporation in El Segundo, CA. Also present was (b) (6), (b) (7)(C), NASA Protective Services Division, GSFC, and (b) (6), (b) (7)(C), Boeing Security.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) confirmed that the phone number from (b) (6), (b) (7)(C) phone log was (b) (6), (b) (7)(C) office work number.

When asked about (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) is (b) (6), (b) (7)(C) and described their current relationship as “good.” (b) (6), (b) (7)(C) started working for Boeing first and later encouraged (b) (6), (b) (7)(C) to work for Boeing as well.

When asked about the June 6, 2016 conversation with (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) initially could not recall specifics. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) remembered receiving an email from (b) (6), (b) (7)(C) concerning an “NCR number” and that (b) (6), (b) (7)(C) most likely called (b) (6), (b) (7)(C) to discuss (b) (6), (b) (7)(C) question regarding this work-related email. Additionally, (b) (6), (b) (7)(C) recalled discussing a number of (b) (6), (b) (7)(C) issues. When asked whether they discussed the possibility of (b) (6), (b) (7)(C) taking over (b) (6), (b) (7)(C) job upon (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) stated that they had previously discussed the issue. (b) (6), (b) (7)(C) has been training (b) (6), (b) (7)(C) to take over (b) (6), (b) (7)(C) job when (b) (6), (b) (7)(C) and they have had multiple discussions about this topic.

When asked specifics about the phone call, (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) called (b) (6), (b) (7)(C) work cellphone from (b) (6), (b) (7)(C) office phone, (b) (6), (b) (7)(C) did not utilize call forwarding and there were no other people participating in the conversation. (b) (6), (b) (7)(C) did not mention (b) (6), (b) (7)(C) location or actions during the conversation although it would have been normal for (b) (6), (b) (7)(C) to be working on the (b) (6), (b) (7)(C) factory floor.

(b) (6), (b) (7)(C) added that they had spoken a few days after the incident but that (b) (6), (b) (7)(C) did not give out many details because (b) (6), (b) (7)(C) “wasn’t supposed to talk about it.” When asked if (b) (6), (b) (7)(C) had ever had any work-related issues in the past, (b) (6), (b) (7)(C) replied that (b) (6), (b) (7)(C) had not.

After the interview, Boeing Security official (b) (6), (b) (7)(C) confirmed that (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and has not been involved in any significant work-related issues with Boeing.

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On July 14, 2016, a record checks for (b) (6), (b) (7)(C) showed a traffic citation on 4/15/2013 for driving without a valid driver's license. Record checks for (b) (6), (b) (7)(C) did not indicate any derogatory information.

Information from Boeing indicates they have added a security guard post next to the TDRS satellite. The control panel in question is now moved behind red stanchions that are alarmed, further limiting who can access them. In addition, Boeing will require (b) (6), (b) (7)(C) to go through additional security and procedural training after this event. Currently, (b) (6), (b) (7)(C) does not have access to the factory floor.

(b) (6), (b) (7)(C), the Aerospace / NASA representative, confirmed that no damage was done to the satellite and that the nitrogen system is there to prevent any possible oxidation of satellite components during the 18 month construction / testing of the satellite. It is frequently exposed to air during routine testing and was designed for that.

Ultimately, no damaged was done to the TDRS-M satellite and Boeing has taken additional steps to ensure this type of activity does not reoccur. Investigation developed no evidence suggesting malicious intent on behalf of (b) (6), (b) (7)(C). All investigative leads to date have been exhausted. Case closed.

Prepared by: (b) (6), (b) (7)(C), LBRA
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**Office of Inspector General
Office of Investigations**

O-MA-15-0359-HL-S

December 15, 2015

Research Misconduct – Exploration Technology Development Program
Marshal Space Flight Center, AL

CASE CLOSING: The NASA Office of the Inspector General initiated this investigation based on an anonymous letter in which the complainant alleged that a published paper authored by (b) (6), (b) (7)(C), and others, plagiarized research from others, without citation, authorization, or accreditation. The paper in question was identified as, “High speed channel resistive sensor interface with RHBD in 0.5 μm SiGe BiCMOS for UWT from - 180°C to 120°C”. The letter also stipulated that authors of the publication presented the paper and took credit for the research at the October 2011 IEEE Bipolar/BiCMOS Circuits & Technology Meeting, and that the authors have added the publication to their curriculum vitae.

We coordinated with Special Agent (SA) (b) (6), (b) (7)(C), National Science Foundation (NSF) Office of Inspector General, Arlington, VA, and provided the papers (b) (6), (b) (7)(C) and “(b) (6), (b) (7)(C)”. SA (b) (6), (b) (7)(C) processed the papers through the NSF’s plagiarism software and determined there were no matches for five or more consecutive words.

We reviewed the facts contained in the anonymous letter and determined there was no harm to NASA. Further, the Institute of Electrical and Electronic Engineers (IEEE) is an international not for profit organization. The IEEE has its own copyright agent who deals with the integrity of works presented to the IEEE. Moreover, the allegation regarding fraudulent curriculum vitae would need to be addressed to the organization where they are filed.

This investigation is closed in the files of this office, as there was no harm to NASA. The IEEE is responsible for the integrity of the IEEE papers published and the alleged fraudulent curriculum vitae are a matter for the organizations who received them.

Prepared by: (b) (6), (b) (7)(C), MSFC
DISTR: File

(b) (6), (b) (7)(C)

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**Office of Inspector General
Office of Investigations**

O-MA-16-0136-P

June 23, 2016

Alleged Misuse of Position by NASA Civil Servant
Marshall Space Flight Center, AL 35812

CASE CLOSING: The NASA Office of Inspector General initiated this investigation at the request of Marshall Space Flight Center (MSFC) Management subsequent to an inquiry from the office of (b) (6), (b) (7)(C), regarding a complaint from former MSFC contractor (b) (6), (b) (7)(C) that Leidos improperly cancelled Shadow Wolf Inc.'s subcontract. (b) (6), (b) (7)(C) alleged that NASA Civil Servant (b) (6), (b) (7)(C), MSFC, directed Leidos, the prime contractor for contract number NNM11AA41C, to cancel its subcontract with Shadow Wolf due to (b) (6), (b) (7)(C) animosity for (b) (6), (b) (7)(C).

We confirmed that Leidos cancelled Shadow Wolf's contract effective December 31, 2015, approximately three months into the final option year of a five-year contract to provide construction inspection services to MSFC.

We interviewed (b) (6), (b) (7)(C) who stated Shadow Wolf started its fourth option year under its subcontract with Leidos on October 1, 2015 and (b) (6) was required to purchase insurance and a performance bond at the price of \$8,000. (b) (6), (b) (7)(C) further stated that on November 24, 2015, (b) (6), (b) (7)(C), Leidos (b) (6), (b) (7)(C) for the NASA contract in question, had a meeting with (b) (6), (b) (7)(C) and Shadow Wolf employee (b) (6), (b) (7)(C), during which (b) (6) told them Shadow Wolf's contract would be cancelled effective December 31, 2015. (b) (6), (b) (7)(C) stated (b) (6) told them (b) (6) wanted to bring in another firm so they could get some experience and be more competitive when the contract was up for bid. Further, (b) (6), (b) (7)(C) stated (b) (6) then asked (b) (6), (b) (7)(C) if (b) (6) wanted a job with the new company that would replace Shadow Wolf. (b) (6), (b) (7)(C) stated the company that took over the contract hired (b) (6), (b) (7)(C) to work for them.

Additionally, (b) (6), (b) (7)(C) stated (b) (6) learned from (b) (6), (b) (7)(C) nephew, (b) (6), (b) (7)(C), who also works as a MSFC contractor and leases a (b) (6), (b) (7)(C) with (b) (6), (b) (7)(C) that (b) (6) stated (b) (6) told (b) (6), (b) (7)(C) did not have to honor (b) (6), (b) (7)(C) contract with Shadow Wolf, and that (b) (6), (b) (7)(C) should get (b) (6), (b) (7)(C) "out of there."

(b) (6), (b) (7)(C)

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We interviewed (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) Center Operations, MSFC, who stated (b) (6) met with (b) (6), (b) (7)(C) on October 21, 2015, to inform (b) (6), (b) (7)(C) of (b) (6), (b) (7)(C) decision to remove (b) (6), (b) (7)(C) from (b) (6), (b) (7)(C) then position of (b) (6), (b) (7)(C) Facilities Management Office and place (b) (6), (b) (7)(C) in a (b) (6), (b) (7)(C) role supporting a NASA Headquarters Facilities working group. Malone stated the effective date of the transfer of position was (b) (6), (b) (7)(C).

We interviewed (b) (6), (b) (7)(C) who serves as the NASA Contracting Officer for the contract in question. (b) (6), (b) (7)(C) stated a Leidos Contract Representative sent (b) (6), (b) (7)(C) an email on December 16, 2015, requesting consent to subcontract with KFS LLC, substituting services currently provided by Shadow Wolf. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) approved the change after (b) (6), (b) (7)(C) and the Contracting Officer's Representative reviewed the proposal and qualifications of the proposed substitute. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) was not aware of Leidos' rationale for changing subcontractors, but stated it was up to Leidos to decide whom they wanted to do business with, so long as they met the qualifications as set forth in the original contract.

We interviewed (b) (6), (b) (7)(C) who stated (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) had ruined (b) (6), (b) (7)(C) career by reporting (b) (6), (b) (7)(C) to the Inspector General's Office, and that (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that Leidos did not have to honor the subcontract with Shadow Wolf and they should "get rid of them".

We interviewed (b) (6), (b) (7)(C) in the presence of Leidos' legal counsel. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) did not direct nor did (b) (6), (b) (7)(C) influence Leidos' decision to terminate their subcontract with Shadow Wolf. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) knew that (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) did not have a good relationship; however, the decision to find a different subcontractor was purely a business decision. (b) (6), (b) (7)(C) explained that the contract in question was expiring, and NASA wanted to change the new contract to an 8A requirement; therefore, Leidos had to find an 8A company to team with so they could bid on the new solicitation. (b) (6), (b) (7)(C) stated once Leidos had finalized the arrangement with their new partner/subcontractor, they terminated the subcontract with Shadow Wolf in order to hire the new company, allowing them time to gain experience before the proposal deadline. (b) (6), (b) (7)(C) further stated the decision to terminate Shadow Wolf's contract three months into the option year, as opposed to not exercising the option year, was due to the timing of finalizing the partnership with the new company.

We interviewed (b) (6), (b) (7)(C) who stated (b) (6), (b) (7)(C) did not direct or attempt to influence (b) (6), (b) (7)(C) or any other Leidos employee to terminate their subcontract with Shadow Wolf. (b) (6), (b) (7)(C) stated that following the (b) (6), (b) (7)(C) taken (b) (6), (b) (7)(C) in 2013, by MSFC Management, (b) (6), (b) (7)(C) Deputy handled issues regarding the Leidos contract and (b) (6), (b) (7)(C) only saw (b) (6), (b) (7)(C) at training or meetings. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) was not aware of Shadow Wolf's termination until (b) (6), (b) (7)(C) received a summons from (b) (6), (b) (7)(C) attorney. In addition, (b) (6), (b) (7)(C) denied making comments to (b) (6), (b) (7)(C) regarding "getting rid" of Shadow Wolf. (b) (6), (b) (7)(C) further stated (b) (6), (b) (7)(C) did not know why (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) made those comments, other than the fact that (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) have had a falling-out and were no longer on speaking terms.

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Based on our investigation, we did not find evidence to support the allegations brought to our attention.

We referred our findings to (b) (6), (b) (7)(C), Associate Director, MSFC, for response to the (b) (6), (b) (7)(C) inquiry. Additionally, we assisted (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), MSFC, with the Center's response to (b) (6), (b) (7)(C) office.

Since no criminal activity occurred, this case is closed. No judicial or administrative action will occur.

Prepared by: (b) (6), (b) (7)(C), MSFC
DISTR: File

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**Office of Inspector General
Office of Investigations**

O-ST-14-0278-HL-S

March 1, 2016

ALLEGATION OF WHISTLEBLOWER RETALIATION

Stennis Space Center, MS 39529

CASE CLOSING: The NASA Office of Inspector General initiated this investigation based on an anonymous complaint, in which it was alleged that cost mischarging was occurring by Lockheed Martin Corporation (LMC) employees on the NASA Test Operations Contract (TOC), Stennis Space Center (SSC), MS. The investigation ascertained that cost mischarging was not occurring as alleged; however, identified a possible instance of whistleblower retaliation against (b) (6), (b) (7)(C), a former LMC employee on the NASA TOC. As a result, this investigation's primary focus was the alleged retaliation against (b) (6), (b) (7)(C) and another former LMC NASA TOC subcontract employee, (b) (6), (b) (7)(C), who filed a separate whistleblower retaliation complaint documented under NASA OIG case number O-ST-15-0018-HL-S.

Agent's note: (b) (5)

We conducted email reviews of NASA accounts associated with this investigation, conducted a review of the NASA TOC, and conducted numerous interviews with NASA employee and LMC employees working on the NASA TOC.

As a result of our efforts, we found that a protected disclosure was made by (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) and that their disclosure was a contributing factor in their dismissal.

A referral was made to the NASA Administrator to determine whether relief should be granted to (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C). The NASA Administrator denied them relief.

All investigative effort is completed and this case is closed. No further administrative action will occur.

Prepared by: (b) (6), (b) (7)(C) SSC
DISTR: File

(b) (6), (b) (7)(C)

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**Office of Inspector General
Office of Investigations**

O-ST-15-0018-HL-S

March 1, 2016

WHISTLEBLOWER RETALIATION
Stennis Space Center, MS 39529

CASE CLOSING: The NASA Office of Inspector General initiated this investigation based on a complaint received from (b) (6), (b) (7)(C), a (b) (6), (b) (7)(C) employee to Lockheed Martin Corporation (LMC) working on the NASA (b) (6), (b) (7)(C) Contract (b) (6), (b) (7)(C) in which (b) (6) alleged that (b) (6) employment was terminated as a (b) (6), (b) (7)(C) employee to LMC on the NASA (b) (6), (b) (7)(C) based on a disclosure (b) (6) made regarding alleged cost mischarging. The investigation ascertained that cost mischarging was not occurring as alleged; but identified a possible instance of whistleblower retaliation against (b) (6), (b) (7)(C). As a result, this investigation's primary focus was the alleged retaliation against (b) (6), (b) (7)(C) and another (b) (6), (b) (7)(C) LMC NASA (b) (6), (b) (7)(C) employee, (b) (6), (b) (7)(C), who filed a separate whistleblower retaliation complaint documented under NASA OIG case number O-ST-14-0278-HL-S.

Agent's note: (b) (5)

We conducted email reviews of NASA accounts associated with this investigation, conducted a review of the NASA (b) (6), (b) (7)(C) and conducted numerous interviews with NASA employee and LMC employees working on the NASA (b) (6), (b) (7)(C)

As a result of our efforts, we found that a protected disclosure was made by (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) and that their disclosure was a contributing factor in their dismissal.

A referral was made to the NASA Administrator to determine whether relief should be granted to (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C). The NASA Administrator denied them relief.

All investigative effort is completed and this case is closed. No further administrative action will occur.

Prepared by: (b) (6), (b) (7)(C), SSC
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(b) (6), (b) (7)(C)

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O-ST-15-0149-S

November 16, 2015

REVIEW OF SBIRS RELATED TO THE UNIVERSITY OF ARKANSAS

Stennis Space Center, MS

CASE CLOSING: We initiated this case as a proactive review of NASA's Small Business Innovation Research (SBIR) database for contracts related to the University of Arkansas (UA). We identified numerous companies at two separate addresses in Fayetteville, AR, that applied for and received SBIRs. Further inquiries revealed that both addresses were related to the Arkansas Research & Technology Park (ARTP) and UA.

Of the companies associated with the ARTP, only Ozark Integrated Circuits, Inc. (Ozark), 700 West Research Center Boulevard, Fayetteville, AR 72701, had personnel issues requiring further investigation. Ozark had applied for four SBIRs and they were awarded one contract, NNX12CF58P, with a value of \$124,589.00. The company official listed in the SBIR database was (b) (6), (b) (7)(C). In addition, (b) (6), (b) (7)(C) was proposed as the (b) (6), (b) (7)(C) in the key personnel section of the SBIR proposal; however, the Form "A" submitted by Ozark listed (b) (6), (b) (7)(C) as (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) was not mentioned in the key personnel section of the proposal. (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C) were listed as key personnel and were employees of UA.

A search of the UA directory identified (b) (6), (b) (7)(C) as a (b) (6), (b) (7)(C) in the Electrical Engineering Department.

A query with the Secretary of State for Arkansas showed that Ozark was a registered "for profit" corporation with (b) (6), (b) (7)(C) as the (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C). In the firm certifications section of the Form "A", letter "d", (b) (6), (a) (1), (a)(2) stated that Ozark was not owned by a faculty member of an institution of higher education.

We subpoenaed UA for (b) (6), (b) (7)(C) employee file and documentation explaining the relationship between UA and ARTP. UA confirmed that (b) (6), (b) (7)(C) worked on projects for the university however; (b) (6) was not considered an employee. UA also provided information showing that the ARTP was a separate legal entity supervised by a board of governors.

(b) (6), (b) (7)(C)

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We asked (b) (6), (b) (7)(C), NASA Contract Officer's (b) (6), (b) (7)(C) for NASA contract NNX12CF58P, to review a Department of Energy (DOE) award to ascertain if there was any overlap in research. DOE awarded SBIR grant DE-AR0000111 to Arkansas Power & Electronics, Incorporated (APEI) for \$3,914,527.00. APEI awarded a subcontract under this award to the UA for \$450,001.00. (b) (6), (b) (7)(C) for the NASA award, also worked on the DOE award as a consultant for UA. (b) (6), (b) (7)(C) concluded that there was no apparent overlap in the research submitted under these two government funded awards.

Based on the information above, all investigative steps have been completed. Since no criminal activity occurred, this investigation is closed. No judicial or administrative action will occur.

Prepared by: (b) (6), (b) (7)(C) , SSC
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O-WA-13-0345-HL-S

April 14, 2015

ALLEGED NEGLIGENCE IN PRESERVATION OF A NASA AIRCRAFT

Wallops Flight Facility
Wallops Island, VA 23337

CASE CLOSING: Investigation initiated upon an anonymous complaint that (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), Aircraft Office, Suborbital and Special Orbital Projects Directorate, Wallops Flight Facility, failed to properly protect and maintain a NASA aircraft while temporarily stored at an Arizona airfield.

In sum, we found no misconduct by (b) (6), (b) (7)(C) or any other NASA employee. However, we found that contrary to NASA policy, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) Aircraft Management Division (AMD) (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), failed to obtain the appropriate approvals before acquiring the aircraft at issue. We also found (b) (6), (b) (7)(C) failed to ensure the aircraft was properly secured and maintained during a seven-month period in which it was stored at an Arizona Air Force Base. As a result of the improper storage, the aircraft sustained approximately \$130,000 in damage. Lastly, we believe NASA should have designated the damage to the aircraft as a “mishap” and assessed it in accordance with Agency safety regulations. Based on our findings, we recommended NASA reconsider the decision not to address the damage as a mishap and revise its aircraft acquisition regulations to address acquisitions under exigent circumstances.

Our investigative findings were provided to (b) (6), (b) (7)(C), Associate Administrator for Strategic Infrastructure, NASA Headquarters (HQ), with the following recommendations: (1) revise NASA Procedural Requirements (NPR) 7900.3C to streamline aircraft acquisition approvals; (2) consider possible performance-based counseling for (b) (6), (b) (7)(C) (3) correct the aircraft acquisition date in the property record inventory; and (4) reconsider the decision not to conduct a safety mishap investigation.

(b) (6), (b) (7)(C) responded that AMD would give consideration to revising NPR 7900.3C to streamline aircraft acquisition approvals. Additionally, AMD corrected the aircraft acquisition date in the property record inventory. However, (b) (6), (b) (7)(C) responded that (b) (6), (b) (7)(C) for (b) (6), (b) (7)(C) was not warranted because NASA did not consider the aircraft operational at the time it was damaged and, as such, (b) (6), (b) (7)(C) did not have a duty to preserve and maintain it. Further, (b) (6), (b) (7)(C) responded that NASA believed the Air Force had a shared responsibility to secure the aircraft against possible wind damage. Finally, (b) (6), (b) (7)(C) responded that a safety mishap investigation was not warranted because the location of the aircraft and circumstances causing the incident qualified for an exclusion under NASA’s mishap regulations.

(b) (6), (b) (7)(C)

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We found (b) (6), (b) (7)(C) comments to our findings and recommendations not fully responsive because AMD viewed the aircraft as a “parts” acquisition. However, it was clear based on our interviews with (b) (6), (b) (7)(C) AMD officials, and the NASA HQ Airborne Science Program Executive that NASA acquired this specific aircraft to perform airborne science missions. Additionally, (b) (6), (b) (7)(C) provided documents and records further substantiating this purpose.

(b) (6), (b) (7)(C), Assistant Inspector General for Investigations (Acting), provided the Office of General Counsel (OGC), NASA HQ, with our referral report and discussed (b) (6), (b) (7)(C) responses with OGC representatives who concurred with our assessment. OGC further agreed that our findings and recommendations receive the appropriate review and coordination to lessen the chances of a similar type aircraft acquisition, and told us they would ensure senior NASA HQ officials were appropriately briefed.

Based on the management response, actions taken, and follow-up coordination with OGC, no further investigative action is warranted. Accordingly, this investigation is closed.

Prepared by: (b) (6), (b) (7)(C), LaRC
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O-WA-15-0041-S

March 10, 2016

ORBITAL SCIENCES CORPORATION'S ANTARES ROCKET FAILURE

Mid-Atlantic Regional Spaceport
Wallops Flight Facility, VA 23337

CASE CLOSING: Investigation was initiated following the catastrophic failure of Orbital Sciences Corporation's (Orbital) Antares Rocket during launch on October 28, 2014, from Pad 0A at Wallops Flight Facility (Wallops).

On October 28, 2014, the third in a series of NASA-contracted resupply missions to the International Space Station (ISS or Station) by Orbital failed during lift-off, causing the vehicle to crash near the launch pad and destroying the company's Antares rocket and Cygnus spacecraft as well as all cargo aboard. The Virginia Commercial Space Flight Authority's (VCSFA) launch pad and supporting facilities at Wallops on Virginia's Eastern Shore also sustained damage.

Initial Investigative Response

The Wallops Incident Response Team in conjunction with a response by Wallops security and emergency personnel identified significant damage to the launch pad complex, damage to ten surrounding buildings, and to a US Navy helicopter. The Federal Aviation Administration (FAA) responded to Wallops, and pursuant to a memorandum of understanding with commercial space providers, delegated investigative responsibility for the mishap to Orbital after determining they had the capability. On October 30, 2014, Orbital formed an Accident Investigation Board (AIB), made up of senior Orbital personnel, as well as NASA launch and vehicle systems officials, to conduct an investigation of the Orbital launch accident under the oversight of the FAA. In November 2014, NASA established an Independent Review Team (IRT) to independently investigate the Orbital launch failure for NASA.

Background

Between 2006 and 2008, NASA entered into a series of funded Space Act Agreements with Orbital, Space Exploration Technologies Corporation (SpaceX), and other private companies to stimulate development by U.S. corporations of transportation systems capable of providing cargo delivery services to the ISS. In addition to receiving more than \$700 million from NASA, Orbital and SpaceX committed their own resources to this effort, ultimately contributing more than 50 percent of the development costs of their respective spaceflight systems.

(b) (5), (b) (7)(C)

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In 2008, while development efforts were still underway, NASA awarded fixed-price contracts valued at \$1.9 billion and \$1.6 billion to Orbital and SpaceX, respectively, for a series of cargo resupply missions to the ISS (Commercial Resupply Services [CRS-1] contracts). The contracted services include delivery of supplies and equipment to the Station and, depending on the mission, return of equipment and experiments to Earth and/or disposal of waste. NASA selected two companies to ensure redundancy if one was unable to perform. The value of NASA's contract with Orbital is approximately \$1.9 billion.

NASA & Orbital Investigative Results

In October 2015, Orbital's AIB issued a report¹ reflecting that the launch accident occurred due to catastrophic engine failure of Main Engine #1 (ME1), an Aerojet (AJ) Rocketdyne AJ 26 type, "... caused by a fire in the turbomachinery of its ME 1, shortly after liftoff..." The AIB report provided that a defect created during the manufacturing of the ME1 caused a rupture that "...led to separation of the turbopump from the rest of the engine and triggered an explosion that damaged ME2 and crippled its feed system, causing it to explode as well." They found the likely specific cause as rotating parts rubbing against stationary ones igniting a fire.

On October 9, 2015, NASA's IRT issued a report reflecting that the launch incident was caused by an explosion in the liquid oxygen turbopump in ME1 that then damaged ME2. The IRT likewise cited contact and frictional rubbing between rotating and stationary components, and provided that the IRT "... conclusion is consistent with the proximate cause determination made by the Orbital ATK AIB investigation findings."

OIG Investigative Results

The aforementioned AJ26 rocket engine, was formerly the Russian-made NK-33 engine, which Aerojet Rocketdyne modified for Orbital's resupply missions. Our review of NASA's Launch Services Program evaluation of the engines in 2012 reflected identified risks due to inadequate testing of the engine(s). A former Orbital engineer related to us that in their view, Orbital had the technical expertise, knew of the problem that led to the specific launch component failure, but chose to ignore it. Further, that adequate testing would have shown problems with gimbaling the turbopumps and over-throttling. Interviews of cognizant NASA engineering officials disclosed Orbital did not fully analyze the turbo pumps nor sufficiently test the engines to determine their power limits. Further, when designing the engine, the Russians did not expect the turbo pumps to be gimbaled; as was later determined to have been done during the Orbital resupply launches. NASA made recommendations on testing points for the engines; but ultimately Orbital owned the engines and determined how they were tested. NASA senior management was aware of the risks associated with these engines. The NASA's former ISS Program Manager told us that NASA knew Orbital was gimbaling engines not designed for such which created concerns for stress that could lead to failure. ^{(b)(6)} further related that under the

¹ Orbital's AIB Final Report was marked as a "PROPRIETARY DOCUMENT" containing proprietary information.

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CRS-1 contract, NASA assumed risk because it did not impose requirements on the design and development of Orbital's launch vehicles, nor did NASA test and inspect those vehicles.

As such, we found the provisions of the CRS-1 contract established a new approach whereby NASA assumes shared financial and technical risks. Further, although NASA could make recommendations under this approach, Orbital decided on the engines and how they were tested. NASA knew of the limitations and problems with AJ26 rocket engines; and associated risks they posed. Based on these findings, and the OIG Office of Audits (OA) report responding to the launch failure, no further action is warranted.

NASA OIG Audit

On September 17, 2015, the OIG (OA) published an audit report entitled "NASA's Response to Orbital's October 2014 Launch Failure: Impacts on Commercial Resupply of the International Space Station." OA's focus included risks with Orbital's return to flight plan, and procedures for investigating the cause of the launch failure. OA's recommendations to NASA included:

"In order to reduce schedule, performance, and financial risks in NASA's CRS-1 contract and any similar future contracts, we made several recommendations, including that the Associate Administrator for Human Exploration and Operations complete a detailed technical assessment of Orbital's revamped Antares rocket; use available contractual provisions to ensure the best value to the Government when making equitable adjustments due to a contractor's deficiency; ensure mission pricing and payment are continually updated; and continue to incorporate lessons learned during CRS-1 into follow-on contracts and during the evaluation of return to flight plans. Further, in order to protect the United States against claims for damages caused by commercial spaceflight operations, we recommended the NASA General Counsel establish procedures to ensure that insurance policies adhere to agreement requirements and provide adequate financial liability and damage coverage. Finally, to address concerns regarding the independence of accident investigation boards, we recommended the Associate Administrator for Human Exploration and Operations consider whether relevant contract provisions should be revised to more closely align with NASA Mishap Investigation Board procedures."

Assistant United States Attorney Coordination

(b) (5)

Accordingly, this investigation is closed.

Prepared by: (b) (6), (b) (7)(C) , LaRC
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**Office of Inspector General
Office of Investigations**

O-GO-17-0031-S

October 31, 2016

INAPPROPRIATE INTERNET COMMENTS – CIVIL SERVANT

Goddard Space Flight Center
Greenbelt, MD 20771

CASE CLOSING: This inquiry was initiated based on notification from Goddard’s Protective Service Division (PSD) that they received an email from a NASA Ombudsmen who forwarded an anonymous complaint regarding inappropriate Internet comments posted by (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C).¹ The complaint reflected that (b) (6), (b) (7)(C) posted on the (b) (6), (b) (7)(C) Google group (Group), “...a very hostile position against women in the workplace” and that (b) (6), (b) (7)(C) “...supported raping of women as punishment for expressing their views, and desiring equality.”

The NASA Computer Crimes Division (CCD) coordinated with (b) (6), (b) (7)(C) supervisor (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), Cyber Security & Integration Division, GSFC and informed (b) (6), (b) (7)(C) of the contents of (b) (6), (b) (7)(C) posting and that the OIG determined the matter was not actionable. (b) (6), (b) (7)(C) was advised if (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) staff felt uncomfortable/unsafe by any of (b) (6), (b) (7)(C) actions to contact PSD.

From October 28, 2016, to November 9, 2016, the OIG attempted to obtain a copy of (b) (6), (b) (7)(C) Group posting. OIG efforts were made to join the Group to view the posting and contact the original anonymous via email. The complaint had previously advised they could provide a copy of (b) (6), (b) (7)(C) comments. To date, the OIG has not obtained or reviewed a copy of (b) (6), (b) (7)(C) alleged Group posting.

On November 9 2016, PSD notified the OIG they were closing their investigation, due to lack of a credible threat against NASA.

All investigative activity has been completed and no further action is anticipated. (b) (6), (b) (7)(C) made no direct threat against NASA or its personnel, and the OIG was unable validate the existence of the Group posting. This matter is closed.

Prepared by: (b) (6), (b) (7)(C), GSFC
DISTR: File

¹ (b) (6), (b) (7)(C) was fully identified as a (b) (6), (b) (7)(C) Goddard civil servant working as the (b) (6), (b) (7)(C) in the (b) (6), (b) (7)(C), Information Technology Communications Directorate.

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O-HS-14-0323-S

February 26, 2015

INTERNAL-^{(b) (6), (b) (7)(C)}
NASA Headquarters
Washington, D.C.

CASE CLOSING: Allegations were made in August 2014 that NASA OIG (b) (6), (b) (7)(C)^{(b) (6), (b) (7)(C)} was having an inappropriate romantic relationship with one of its subordinates, (b) (6), (b) (7)(C)^{(b) (6), (b) (7)(C)}, and that the relationship was becoming disruptive in the workplace. (b) (6), (b) (7)(C)^{(b) (6), (b) (7)(C)} brought these allegations to the attention of (b) (6), (b) (7)(C)^{(b) (6), (b) (7)(C)}, who asked the undersigned, (b) (6), (b) (7)(C), to investigate the matter. After conducting recorded interviews with all of the key witnesses, an 8-page draft report describing the facts found was provided to (b) (6), (b) (7)(C)^{(b) (6), (b) (7)(C)} and (b) (6), (b) (7)(C)^{(b) (6), (b) (7)(C)} on (b) (6), (b) (7)(C). (See NORS document 9).

After reviewing the facts in the report, on (b) (6), (b) (7)(C)^{(b) (6), (b) (7)(C)} issued (b) (6), (b) (7)(C)^{(b) (6), (b) (7)(C)} a (b) (6), (b) (7)(C)^{(b) (6), (b) (7)(C)}, and (b) (6), (b) (7)(C)^{(b) (6), (b) (7)(C)}. (See NORS document 11). The (b) (6), (b) (7)(C)^{(b) (6), (b) (7)(C)} that (b) (6), (b) (7)(C)^{(b) (6), (b) (7)(C)} engaged in "conduct unbecoming (b) (6), (b) (7)(C)^{(b) (6), (b) (7)(C)}," and "inappropriate conduct in the workplace." The (b) (6), (b) (7)(C)^{(b) (6), (b) (7)(C)} that (b) (6), (b) (7)(C)^{(b) (6), (b) (7)(C)} as (b) (6), (b) (7)(C)^{(b) (6), (b) (7)(C)}, (b) (6), (b) (7)(C)^{(b) (6), (b) (7)(C)} and that (b) (6), (b) (7)(C)^{(b) (6), (b) (7)(C)}. Rather than respond to (b) (6), (b) (7)(C)^{(b) (6), (b) (7)(C)}, resigned (b) (6), (b) (7)(C).

(b) (6), (b) (7)(C)^{(b) (6), (b) (7)(C)} issued (b) (6), (b) (7)(C)^{(b) (6), (b) (7)(C)} a separate (b) (6), (b) (7)(C)^{(b) (6), (b) (7)(C)} on (b) (6), (b) (7)(C). (See NORS document 12). The (b) (6), (b) (7)(C)^{(b) (6), (b) (7)(C)} that (b) (6), (b) (7)(C)^{(b) (6), (b) (7)(C)} engaged in "inappropriate conduct in the workplace" and (b) (6), (b) (7)(C)^{(b) (6), (b) (7)(C)} that (b) (6), (b) (7)(C)^{(b) (6), (b) (7)(C)} be (b) (6), (b) (7)(C)^{(b) (6), (b) (7)(C)} and (b) (6), (b) (7)(C)^{(b) (6), (b) (7)(C)} by (b) (6), (b) (7)(C)^{(b) (6), (b) (7)(C)}. The (b) (6), (b) (7)(C)^{(b) (6), (b) (7)(C)} (See NORS document 13)

Prepared by: (b) (6), (b) (7)(C)
DISTR: File

(b) (6), (b) (7)(C)

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**Office of Inspector General
Office of Investigations**

C-GO-15-0339-S

December 3, 2015

Internal Admin Investigation

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

CASE CLOSING: On December 3, 2015, Resident Agent in Charge (RAC) (b) (6), (b) (7)(C), NASA Office of Inspector General (OIG), Computer Crimes Division (CCD), Eastern Field Office (EFO), Goddard Space Flight Center (GSFC), Greenbelt, MD, was informed that Special Agent (SA) (b) (6), (b) (7)(C) ((b) (6), (b) (7)(C) the Subject of this inquiry) resigned for personal reasons.

On September 21, 2015, Special Agent in Charge (SAC) (b) (6), (b) (7)(C), NASA Office of Inspector General (OIG), Computer Crimes Division (CCD), Washington, DC, signed a Management Referral in this case, which included a summary of the findings of this inquiry. It also and provided details relevant to possible violations of NASA OIG policies committed by (b) (6), (b) (7)(C)

As a result of (b) (6), (b) (7)(C) resignation this case is being closed.

Prepared by: (b) (6), (b) (7)(C)

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**Office of Inspector General
Office of Investigations**

O-HS-15-0150-S

July 23, 2015

(b) (6), (b) (7)(C) – Internal Investigation

NASA Office of Inspector General
Office of Investigations
Washington, D.C. 20546

CASE CLOSING: This investigation was predicated upon a (b) (6), (b) (7)(C), 2015, notification by CCD Special Agent in Charge (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) (D) (6), (b) (7)(C) was in custody at the (b) (6), (b) (7)(C), jail for an incident that occurred the night before. (b) (6), (b) (7)(C) a NASA OIG Special Agent, had recently been (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) was (b) (6), (b) (7)(C), as part of a (b) (6), (b) (7)(C), in support of NASA (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) was notified that (b) (6), (b) (7)(C) was arrested by officers from the (b) (6), (b) (7)(C) and charged with three misdemeanors and two felonies. All charges were related to a 911-call initiated by (b) (6), (b) (7)(C), and the subsequent police response. After (b) (6), (b) (7)(C) notified Acting AIGI (b) (6), (b) (7)(C) of the arrest, (b) (6), (b) (7)(C) notified IG Paul Martin, who directed an internal investigation to determine whether (b) (6), (b) (7)(C) engaged in misconduct prior to (b) (6), (b) (7)(C) arrest, as well as to learn the facts surrounding the criminal charges against (b) (6), (b) (7)(C).

OIG Staff Interviews

The OIG conducted interviews of three OIG employees who accompanied (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) that day. The three employees related the group went to dinner at (b) (6), (b) (7)(C), and then another location for drinks at (b) (6), (b) (7)(C), where they consumed alcohol with (b) (6), (b) (7)(C). Additional NASA OIG employees were at (b) (6), (b) (7)(C), but did not go to (b) (6), (b) (7)(C) that only (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) patronized; therefore, those other OIG employees were not interviewed. The three OIG employees interviewed described the evening as uneventful and all three returned back at their hotel without incident. Both (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) stated they drank both beer and whiskey throughout the evening and, with the exception of (b) (6), (b) (7)(C), they ordered from the bar and drinks were brought to their table by wait staff. (b) (6), (b) (7)(C) related (b) (6), (b) (7)(C) had automated drink dispensers at their table, where patrons could select their drink of choice and dispense it themselves, with charges calculating automatically at the dispenser. All persons interviewed related (b) (6), (b) (7)(C) did not appear to be intoxicated when they left (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) related that both (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) were intoxicated when they left (b) (6), (b) (7)(C).

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(b) (6), (b) (7)(C) and they were driven back to their hotel by (b) (6), (b) (7)(C). After returning to their hotel, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) decided to go out for more drinks and ended up walking to an establishment by the name of (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) related (b) (6), (b) (7)(C) recalled very little of the evening following (b) (6), (b) (7)(C) stop, but did recall (b) (6), (b) (7)(C) meeting two women while at (b) (6), (b) (7)(C). However, (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) could not recall what the women looked like and "...probably could not pick them out of a lineup..." (b) (6), (b) (7)(C) related (b) (6), (b) (7)(C) could not recall how (b) (6), (b) (7)(C) got back to the hotel. (b) (6), (b) (7)(C) did remember (b) (6), (b) (7)(C) being present when (b) (6), (b) (7)(C) settled (b) (6), (b) (7)(C) bill, but beyond that (b) (6), (b) (7)(C) could not recall what happened. (b) (6), (b) (7)(C) was interviewed and related a similar account of events, but claimed no recollection of meeting any females at (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) stated that although (b) (6), (b) (7)(C) recognized one of the females from the (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) would not have been able to describe (b) (6), (b) (7)(C) prior to seeing (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) had no recollection of leaving (b) (6), (b) (7)(C) nor any events thereafter. When asked about the allegation of (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) stated that it was (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) could not provide any details of events alleged against (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) did not even recall (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) only remembered being at the bar with (b) (6), (b) (7)(C) then waking up in jail.

911 Call Review

The RA obtained copies of the digital audio files that comprised the full 911 call of the complaint from (b) (6), (b) (7)(C). In the recording of the 911 call, the complainant, (b) (6), (b) (7)(C), relayed to the 911 operator that there was a man, whom (b) (6), (b) (7)(C) did not know, (b) (6), (b) (7)(C) stated the man, later identified as (b) (6), (b) (7)(C) was brought to (b) (6), (b) (7)(C) by (b) (6), (b) (7)(C) later identified as (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) also stated, "(b) (6), (b) (7)(C) stayed on the call with the 911 operator until the arrival of (b) (6), (b) (7)(C)." (b) (6), (b) (7)(C) stayed on the call with the 911 operator until the arrival of (b) (6), (b) (7)(C).

Officer Body Camera Videos Review

The RA obtained body camera footage of the police response to (b) (6), (b) (7)(C), based upon the aforementioned 911 call. The body camera footage consisted of cameras on three different officers and depicted various views and stages of the response. Following the approach to (b) (6), (b) (7)(C), the officers entered (b) (6), (b) (7)(C) and addressed a person (b) (6), (b) (7)(C), later identified as (b) (6), (b) (7)(C) who responded to their orders to (b) (6), (b) (7)(C). The only audible speech from (b) (6), (b) (7)(C) was, "(b) (6), (b) (7)(C)" shortly after which one of the officers arrested (b) (6), (b) (7)(C) and stated, "(b) (6), (b) (7)(C)". The video recordings from both officers (b) (6), (b) (7)(C) did not depict (b) (6), (b) (7)(C) until they escorted (b) (6), (b) (7)(C) out of (b) (6), (b) (7)(C), on their way to the patrol vehicle. More specifically, (b) (6), (b) (7)(C) was not visible in any of the camera angles or fields of view leading up to the officer's statement; therefore, (b) (6), (b) (7)(C) actions were not recorded. Following (b) (6), (b) (7)(C) arrest, the officers escorted (b) (6), (b) (7)(C) to their patrol vehicle and conducted a search subsequent to arrest, at which time they identified (b) (6), (b) (7)(C) as a Special Agent with NASA. Subsequent video of the officers' interactions/interviews with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) confirmed (b) (6), (b) (7)(C).

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met (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C) and that (b) (6) was invited to (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) stated they instructed (b) (6), (b) (7)(C) to (b) (6), (b) (7)(C) after (b) (6), (b) (7)(C) exited (b) (6), (b) (7)(C) and informed (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) related (b) (6), (b) (7)(C) did not want to press charges and stated, "...basically I just want this all to go away".

Written Statements Review

A review of the written statements provided by (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) revealed minimal information concerning the incident. The statements of (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) consisted of 6 and 4 sentences, respectively, and contained no follow-on questions.

Photographs Review

The RA coordinated with Detective (b) (6), (b) (7)(C), Police Operations Director, (b) (6), (b) (7)(C), to obtain legible copies of the digital photos taken of (b) (6), (b) (7)(C) at the time of and subsequent to the incident involving (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) related (b) (6), (b) (7)(C) could send the RA copies of the photos and stated there were (b) (6), (b) (7)(C) (b) (6), (b) (7)(C). The RA subsequently received (b) (6), (b) (7)(C) printed copies of digital photos of (b) (6), (b) (7)(C), taken sometime between (b) (6), (b) (7)(C), at the time of incident response, (b) (6), (b) (7)(C). The photographs did not depict (b) (6), (b) (7)(C) (b) (6), (b) (7)(C).

Court Proceedings

On March 6, 2015, a preliminary hearing, (b) (6), (b) (7)(C), was held in the (b) (6), (b) (7)(C), at which time bond was set and (b) (6), (b) (7)(C) was remanded to remain (b) (6), (b) (7)(C). On June 30, 2015, the matter was presented before a Grand Jury, under which an indictment was not found and a Report of No True Bill was issued.

Assistant Prosecuting Attorney Coordination

The RA coordinated with Assistant Prosecuting Attorney (APA) (b) (6), (b) (7)(C), who provided copies of court and police records, and related that subsequent to the issuance of the No True Bill, (b) (5) (b) (6), (b) (7)(C)

In light of the aforementioned information, in particular the dismissal of the charges by the Grand Jury and no further criminal charges anticipated, this investigation in closed.

Prepared by: (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), GSFC
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