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Description of document: Closing documents for fifty-one (51) National Aeronautics and Space Administration (NASA) Inspector General (OIG) Investigations. 2013-2017

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## NASA OFFICE OF INSPECTOR GENERAL

### OFFICE OF INVESTIGATIONS

300 E ST SW, SUITE 8Z24  
WASHINGTON, D.C. 20546-0001

MAY 10 2017

Re: Freedom of Information Act (FOIA) Request #17-OIG-F-00469/2017-24

This letter concerns a March 4, 2017, request pursuant to the Freedom of Information Act (FOIA, 5 U.S.C. § 552) that you submitted to the National Aeronautics and Space Administration (NASA) Office of Inspector General (OIG). Specifically, your request sought: "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<sup>1</sup>, 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."

Enclosed are the documents that are responsive to your request and partially releasable under the provisions of the FOIA. Some portions of the enclosed documents are non-releasable based upon the exemptions at 5 U.S.C. § 552(b)(6), 5 U.S.C § 552(b)(7)(C), and 5 U.S.C § 552(b)(5).

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<sup>1</sup>\*There are no reports with these numbers. We believe you intended to request other reports with similar reference numbers, which are enclosed.

The exempt information has been redacted. One document, O-WA-15-0041-S, contains contractor-created information that is non-releasable under 5 U.S.C. § 552(b)(4).

Exemption (b)(6) of the FOIA 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, 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.

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 predecisional 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)(4) of the FOIA protects “trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential.” This exemption is intended to protect the interests of both the government and submitters of information. Its very existence encourages submitters to voluntarily furnish useful commercial or financial information to the government and it correspondingly provides the government with an assurance that such information will be reliable. The exemption also affords protection to those submitters who are required to furnish commercial or financial information to the government by safeguarding them from the competitive disadvantages that could result from disclosure. The exemption covers two broad categories of information in federal agency records: (1) trade secrets; and (2) information that is (a) commercial or financial, and (b) obtained from a person, and (c) privileged or confidential.

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 not be taken as an indication that excluded records do, or do not, exist.

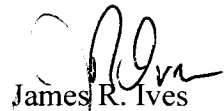
You may contact our FOIA Public Liaison, Francis P. LaRocca at 202-358-2575 for any further assistance and to discuss any aspect of your request. Additionally, you may contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the 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](mailto: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 Deputy Inspector General. 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, SW, Suite 8V39  
Washington, D.C. 20546-0001  
Attn: Gail A. Robinson, Deputy 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,



James R. Ives  
Assistant Inspector General for Investigations  
OIG FOIA Officer – Investigations

Enclosures





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) 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), sent a letter to (b)(6), (b)(7)(C) 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 her 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 TO26 Task Monitors, 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

APPR:

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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) 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 his historical experience with the organization he 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), he related that he informed (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 her regarding TO26.

On March 3, 2015, the OIG interviewed (b)(6), (b)(7)(C) who said she felt that Aerospace had addressed the time-charging to the point that she did not have any concerns with the charges. She 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: SA (b)(6), (b)(7)(C) GSFC  
DISTR: File

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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 (b)(6), (b)(7)(C) traveled to the Los Angeles, CA area to meet with some of the individuals involved in this unlawful scheme. (b)(6), (b)(7)(C)

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

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

APPR: CDW

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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) GS-15, Aerospace Engineer, (b)(6), (b)(7)(C) (Code (b)(6), (b)(7)(C)) AFRC, and former NASA AFRC 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 2007, had been removed from a commercial airline due to intoxication while enroute to a conference in 2007, had his California 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 his time and attendance (WebTADS) when he 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 illness and death of (b)(6), (b)(7)(C) wife due to illness. 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 he became medically available, and subsequently back-claimed four (4) telework hours in WebTADS for each of the three days he had been unavailable. (b)(6), (b)(7)(C) immediate supervisor (AFRC Director of (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 his 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) wife's illness and death, 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, the illness and death of (b)(6), (b)(7)(C) wife. The RA briefed AFRC senior management (via Director- Code (b)(6), (b)(7)(C)) on these allegations and findings.

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

APPR: CDW

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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 31-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.

(b)(5)

[REDACTED]

[REDACTED]

[REDACTED]

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

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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) 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 former Aircraft Management Division (AMD) (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) 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 performance-based counseling 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.

APPR:

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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 (b)(6), (b)(7)(C) 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), provided the (b)(6), (b)(7)(C) NASA HQ, with our referral report and discussed (b)(6), (b)(7)(C) responses with (b)(6), (b)(7)(C) representatives who concurred with our assessment. (b)(6), (b)(7)(C) 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 (b)(6), (b)(7)(C), no further investigative action is warranted. Accordingly, this investigation is closed.

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

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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), 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: SA (b)(6), (b)(7)(C) JSC  
DISTR: File

APPR: JHC

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O-LA-14-0088-HL-S

March 2, 2015

**WASTE OF GOVERNMENT RESOURCES – OFFICE OF** (b)(6), (b)(7)(C)

Langley Research Center  
Hampton, VA 23681

**CASE CLOSING:** Investigation was initiated on complaint information alleging that the (b)(6), (b)(7)(C) Langley Research Center (LaRC), mismanaged NASA funds involving the Lindholm and Associates, Inc. (L&A), contract. Purportedly, (b)(6), (b)(7)(C) had a personal relationship with (b)(6), (b)(7)(C) L&A, and improperly exerted his influence over this contract onto his staff. Funds were allegedly misused with the hiring of a (b)(6), (b)(7)(C) employee (b)(6), (b)(7)(C) 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 (b)(6), (b)(7)(C) 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 (b)(6), (b)(7)(C) and (b)(6), (b)(7)(C). She further affirmed her understanding of the potential appearances of this relationship; however, to her knowledge, there was no actual conflict of interest.

An interview of (b)(6), (b)(7)(C) 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 she was never approached by (b)(6), (b)(7)(C) or any other OHCM employee, other than (b)(6), (b)(7)(C) in her official capacity as (b)(6), (b)(7)(C) 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) with L&A since October 2011, related she 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. Her 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 (b)(6), (b)(7)(C) by L&A of (b)(6), (b)(7)(C) former NASA (b)(6), (b)(7)(C), GS-14, (b)(6), (b)(7)(C) 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 (b)(6), (b)(7)(C) on January 6, 2014. (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) NASA OIG, and (b)(6), (b)(7)(C) 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) 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) 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 her exchange with (b)(6), (b)(7)(C) wherein she expressed interest; it was not until the candidates declined and (b)(6), (b)(7)(C) that (b)(6), (b)(7)(C) approached OCC to discuss possible conflicts or issues that may be involved should she accept a contract position.

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On January 9, 2015, the case was presented to Assistant US Attorney (AUSA) (b)(6), (b)(7)(C), US Attorney's Office, Newport News, VA, for prosecutorial consideration. AUSA (b)(6), (b)(7)(C) found the matter was not a conflict of interest violation as provided under 18 US Code, Section 208, and as such declined prosecution.

Based on this declination; and our coordination with OP, OCC, OIG (b)(6), (b)(7)(C), and witness interviews that disclosed no improprieties for further pursuit, this investigation is closed.

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

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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 (b)(6), (b)(7)(C) (Space Science and Astrobiology Division - (b)(6), (b)(7)(C)), who conducted a programmatic review of the proposals, but failed to disclose that a competing proposal he reviewed was led by (b)(6), (b)(7)(C) under the Association of Universities for Research in Astronomy (AURA).

**Note:** (b)(6), (b)(7)(C) by AURA, under a cooperative agreement with the National Science Foundation. (b)(6), (b)(7)(C) mission is to provide public access to qualified professional researchers to forefront scientific capabilities on telescopes (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 his proposal lower in an effort to engineer the composite rankings in favor of (b)(6), (b)(7)(C).

Reporting Agent (RA) spoke with (b)(6), (b)(7)(C) to discuss his 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 his 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).

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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) had learned from two members who were on the peer review for his proposal (second round - (b)(6), (b)(7)(C) would not provide the names of the reviewers) that (b)(6), (b)(7)(C) proposal was ranked highly, and one of the reviewers advised that his 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 (b)(6), (b)(7)(C) 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) 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) worked for AURA from (b)(6), (b)(7)(C). (Note: (b)(6), (b)(7)(C) became a NASA civil servant on or about (b)(6), (b)(7)(C) worked at AURA from (b)(6), (b)(7)(C) and was a (b)(6), (b)(7)(C) under (b)(6), (b)(7)(C) was not a research associate under (b)(6), (b)(7)(C) did work with (b)(6), (b)(7)(C) while at AURA.

(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 (b)(6), (b)(7)(C) (could not remember his name during the second interview, but later identified (b)(6), (b)(7)(C) was pushing Asteroseismology. (b)(6), (b)(7)(C) had good ratings, but if we chose him, someone else would not be selected. (b)(6), (b)(7)(C) task concerning Asteroseismology was already being done by Kepler Asteroseismology Science Consortium (KASC). (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 he recommended a different proposal, but could not remember the (b)(6), (b)(7)(C) or the proposal's title. (b)(6), (b)(7)(C) had a formal agreement with KASC to conduct the research for NASA, which was approved by NASA Headquarters.

RA interviewed (b)(6), (b)(7)(C), Lowell Observatory, regarding NASA solicitation NNN10ZDA001N-KPS. (b)(6), (b)(7)(C) provided the following (summary):

(b)(6), (b)(7)(C) recalled that he participated in programmatic review on May 31, 2011 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) 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) and had (b)(6), (b)(7)(C) for approximately (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 May 31, 2011, 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). RA attempted to interview the 5<sup>th</sup> peer panel member, (b)(6), (b)(7)(C), University of Texas, 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) at the University of Washington, (b)(6), (b)(7)(C) at the University of Texas – Austin, (b)(6), (b)(7)(C) Iowa State University, Professor (b)(6), (b)(7)(C) and, (b)(6), (b)(7)(C) University of Colorado. The following is a summary of these and other relevant interviews:

(b)(6), (b)(7)(C) recalled conducting a peer review in May 2011, 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 he 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 he 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 his 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) 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 (b)(6), (b)(7)(C) that (b)(6), (b)(7)(C) believed was moved-up on the evaluation was (b)(6), (b)(7)(C), and the (b)(6), (b)(7)(C) 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 she disclosed that she 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) could not remember if the NASA (b)(6), (b)(7)(C) asked the panel for any additional comments concerning strengths and weaknesses after the final evaluation was provided. (b)(6), (b)(7)(C) believed the (b)(6), (b)(7)(C) was (b)(6), (b)(7)(C), and that if he did ask for additional comments, he probably would have asked (b)(6), (b)(7)(C). (b)(6), (b)(7)(C) recalled there was a panel controversy concerning a proposal submitted by (b)(6), (b)(7)(C) on Asteroseismology. 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 Asteroseismology: one from the U.S. and

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the other from Europe. (b)(6), (b)(7)(C) believed the negative language regarding the two competing groups in Asteroseismology 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 he 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 (b)(6), (b)(7)(C) after the evaluations were completed. If there were any requests, the panel's (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) did participate in the final ranking of all the proposals reviewed by the panel. (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 he 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 Kepler Asteroseismology Science Consortium (KASC).

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) in 2011, and was asked by the (b)(6), (b)(7)(C) to complete an appeal review. The appeal was from (b)(6), (b)(7)(C) and investigated the allegations in (b)(6), (b)(7)(C) appeal. (b)(6), (b)(7)(C) recalled that he spoke with (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 he spoke with anyone else on the KSLT. (b)(6), (b)(7)(C) indicated that he 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 (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) and (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 his 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)/AURA from (b)(6), (b)(7)(C) through (b)(6), (b)(7)(C) worked with (b)(6), (b)(7)(C) and had written a paper with (b)(6), (b)(7)(C) wrote the proposal submitted to the NASA KPS solicitation, and he recalled discussing the proposal with (b)(6), (b)(7)(C) before submitting the proposal to NASA. (b)(6), (b)(7)(C) was employed by AURA at the time of the discussion. (b)(6), (b)(7)(C) was not sure if he had provided a copy of his proposal to (b)(6), (b)(7)(C) at the time of the interview with the RA, but later provided an e-mail indicating that he did provide a copy to (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 he had with (b)(6), (b)(7)(C) while he 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 his 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 his 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 his 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)

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

(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 (b)(6), (b)(7)(C) 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, he 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) 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) and (b)(6), (b)(7)(C) did not review any Office of Government Ethics Form 450 (OGE-450), but said he 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" him.

(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 him 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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programmatic prioritization, as he 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) AURU within a year of the programmatic prioritization, and did not recall if he discussed this with (b)(6), (b)(7)(C), or whether (b)(6), (b)(7)(C) brought this information to him. (b)(6), (b)(7)(C) knew there were two proposals submitted for the solicitation from (b)(6), (b)(7)(C), 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)/AURA. (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 "pretty new to the game." (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 he 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 he 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 his 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 (b)(6), (b)(7)(C) 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 (b)(6), (b)(7)(C) notified (b)(6), (b)(7)(C) that they had completed their work. NRESS then downloaded all the Summary Evaluations into the attached Microsoft Word template and sent them to me. (b)(6), (b)(7)(C) 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, (b)(6), (b)(7)(C) two zip files with the requested documents using the NOMAD Large File Transfer system to ensure security. In the file names, (b)(6), (b)(7)(C) the colloquial term "Raw" to denote the versions of the forms produced by the panels, and the term "Clean" to denote the files that reformatted and edited as-needed prior to returning the feedback to the proposers.

A note of explanation: It is standard practice in the (b)(6), (b)(7)(C) 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. (b)(6), (b)(7)(C) 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, (b)(6), (b)(7)(C)

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

(Attachment 8)

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) AURA for approximately (b)(6), (b)(7)(C) years, and left (b)(6), (b)(7)(C) AURA for employment at NASA in (b)(6), (b)(7)(C). (b)(6), (b)(7)(C) indicated that NASA Headquarters has asked for his opinion (programmatic) on various aspect of the review, but he did not review the proposals. (b)(6), (b)(7)(C) did not believe he 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 (b)(6), (b)(7)(C). (b)(6), (b)(7)(C) was not a research associate under (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 his first interview, (b)(6), (b)(7)(C) indicated that he 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 he would have reviewed papers by (b)(6), (b)(7)(C). It was not unusual to review papers from younger scientists. (b)(6), (b)(7)(C) could not recall reviewing specific proposals from (b)(6), (b)(7)(C) but indicated that it looks like he did review the KPS proposal based on the e-mails shown to him by the RA in the second meeting. (b)(6), (b)(7)(C) said that no one on his 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 he 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 he 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 May 31, 2011? 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 new and learning. 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)

(b)(6), (b)(7)(C) NASA OIG, (b)(6), (b)(7)(C) 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 (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) AURA's 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 - NNN10ZDA001N-KPS on May 11, 2011. (b)(6), (b)(7)(C) could be considered a covered person under Section 2635.502, and by his participation in the programmatic prioritization without disclosing his 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 he knew (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 him 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) AURU within a year of the programmatic prioritization, and did not recall if he discussed this with (b)(6), (b)(7)(C), or whether (b)(6), (b)(7)(C) brought this information to him. (b)(6), (b)(7)(C) (while employed at (b)(6), (b)(7)(C) /AURA) 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 May 31, 2011, 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 his interview that it had not been his 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) (peer panel chairperson) 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) – AURA
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: SA (b)(6), (b)(7)(C) ARC  
 DISTR: File

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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) (b)(6), (b)(7)(C) met with (b)(6), (b)(7)(C) of Code (b)(6), (b)(7)(C), Space Science and Astrobiology Division) at Ames Research Center (ARC), Building N207. (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)) and (b)(6), (b)(7)(C) who works for Bay Area Environmental Research Institute (BAERI).

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 her/ their position and funding; and 2. there is a conflict of interest between (b)(6), (b)(7)(C) and (b)(6), (b)(7)(C) felt that the first part of his 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:** BAERI has a cooperative agreement with NASA under NNX12AD05A.

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 perform research 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 her relevant OGE Form 450s, any source of salary for (b)(6), (b)(7)(C) indicated that she never intentionally left off (b)(6), (b)(7)(C) and that she 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). 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 German Aerospace Center (DLR) for their mission called (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. [REDACTED] did not see a conflict of interest with the couple 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 [REDACTED] for the filing years of 2008 through 2014. RA reviewed the OGE Forms 450, and under Section Part I: Assets and Income, [REDACTED] failed to list [REDACTED] source of salary as required.

On November 5, 2014, Reporting Agent (RA) interviewed BAERI's [REDACTED] concerning BAERI's employee [REDACTED] and [REDACTED]. Also present in the interview was BAERI's [REDACTED] provided the following information (in-part) during the interview:

[REDACTED] is a current of employee of BAERI and is presently a full time employee. [REDACTED] joined BAERI in [REDACTED] is being paid by BAERI under the current cooperative agreement NNX12AD05A.

[REDACTED] learned prior to the meeting with the RA that [REDACTED] may have had outside employment. [REDACTED] did some research, "Goggle", and connected [REDACTED] to an outside company. [REDACTED] could not remember all the details, but believes that [REDACTED] was the CEO of the company. [REDACTED] thought the name was Helio Biosystem Synthetic. Currently, BAERI does not have a policy that requires employees to tell BAERI if they have outside employment. [REDACTED] indicated that the company will create a policy.

In the proposal, BAERI indicated the use of facilities located at ARC. BAERI 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 BAERI. [REDACTED] has met [REDACTED] as being the [REDACTED]. [REDACTED] is a well-known [REDACTED] has not provided any help with writing any proposals by BAERI. [REDACTED] is not working under the cooperative agreement between BAERI and NASA, nor is [REDACTED] working with [REDACTED] under the cooperative agreement. [REDACTED] has not seen a conflict of interest between [REDACTED] and [REDACTED]. [REDACTED] stated that if he saw a conflict between [REDACTED] and [REDACTED], he "would freak." [REDACTED] has had discussions with NASA's [REDACTED] concerning conflict of interest between [REDACTED] and [REDACTED]. [REDACTED] indicated that sometimes NASA officials will not listen to you, but [REDACTED] has listen and he has indicated that NASA is being careful to keep them separated.

[REDACTED] provided all the agreements (grants, purchase order and cooperative agreements) with NASA that [REDACTED] has been paid through, since being employed at BAERI from January 2010 to the present.

On December 2, 2014, RA spoke with [REDACTED] supervisor [REDACTED], Earth Science Division, ARC, regarding [REDACTED] and [REDACTED] 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 BAERI or funded any of the Tasks under the current cooperative agreement with BAERI. (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) taught at (b)(6), (b)(7)(C) University (not paid) and is an adjunct professor at University of (b)(6), (b)(7)(C) (not paid) and (b)(6), (b)(7)(C) University (not paid).

RA requested assistance from NASA OIG (b)(6), (b)(7)(C) (b)(6), (b)(7)(C), 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 (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 (b)(6), (b)(7)(C) University. (b)(6), (b)(7)(C) indicated that (b)(6), (b)(7)(C) was being appointed at (b)(6), (b)(7)(C) University and (b)(6), (b)(7)(C) wanted (b)(6), (b)(7)(C) to sign a document that all IP is assigned to (b)(6), (b)(7)(C). (b)(6), (b)(7)(C) was not paid by (b)(6), (b)(7)(C). (b)(6), (b)(7)(C) was working with (b)(6), (b)(7)(C) students 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 she discussed the above situation with (b)(6), (b)(7)(C) supervisor (b)(6), (b)(7)(C) and that he 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 she joined the branch. Indeed her teaching at (b)(6), (b)(7)(C) was identified in it (see page 5). It is also noteworthy that she was working for code (b)(6), (b)(7)(C) under the (b)(6), (b)(7)(C) (his initials on the plan). I have enclosed that Performance plan in this email. So, I believe that her teaching at (b)(6), (b)(7)(C) was well documented starting at least in 2006 (the date you had mentioned).

On January 16, 2015, RA and (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 she has been a civil servant, she has not directed money to (b)(6), (b)(7)(C) did recall that she was on a proposal submitted by SETI Institute 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) worked at the SETI Institute before working for BAERI in 2010. (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 NNH08ZDA002C.

(b)(6), (b)(7)(C) believed this was the only proposal that she 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 she 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 she was not giving money to (b)(6), (b)(7)(C) and (b)(6), (b)(7)(C) was not providing money to her.

(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) 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 her supervisor, (b)(6), (b)(7)(C), about perceived and/or actual conflict of interest concerning (b)(6), (b)(7)(C) recalled having discussions with (b)(6), (b)(7)(C) on two occasions; 1. A general discussion on conflict of interest and working with (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 her NASA performance plan. (b)(6), (b)(7)(C) speaks constantly and has approximately ten (10) talks a year. These talks are included in her performance plan. (b)(6), (b)(7)(C) has only taught at (b)(6), (b)(7)(C) University, and has had students from (b)(6), (b)(7)(C) University and University of (b)(6), (b)(7)(C) working in her lab at NASA ARC. (b)(6), (b)(7)(C) has never been paid for lecturing. (b)(6), (b)(7)(C) discussed her roles with the universities with NASA (b)(6), (b)(7)(C) 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) University and (b)(6), (b)(7)(C) University as outside positions for fiscal calendar 2011 and listed (b)(6), (b)(7)(C) University, (b)(6), (b)(7)(C) University and (b)(6), (b)(7)(C) as outside positions for fiscal calendar year 2012. (b)(6), (b)(7)(C) stated that she has never seen these two documents before. (b)(6), (b)(7)(C) thought she had to list the universities as outside position on the OGE Form-450. RA showed (b)(6), (b)(7)(C) the OGE Form-450 and OGE Form-450-A that she 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 she misunderstood the form and now understood that she did not have to list the universities, since they were not considered outside positions, but part of her official duties.

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(b)(6), (b)(7)(C) indicated that her understanding was that (b)(6), (b)(7)(C) has been employed and paid by BAERI since 2010. (b)(6), (b)(7)(C) though that (b)(6), (b)(7)(C) may not have been paid by BAERI last year. (b)(6), (b)(7)(C) believed that she should have stopped filing the financial disclosures when she left ARC's Office (b)(6), (b)(7)(C) in approximately 2007. RA asked (b)(6), (b)(7)(C) why she did not list (b)(6), (b)(7)(C) employer under Part I: Assets and Income. (b)(6), (b)(7)(C) indicated that she never intentionally left off (b)(6), (b)(7)(C) and that she 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 he will work with ARC Human Resource (HR) to remove (b)(6), (b)(7)(C) name.

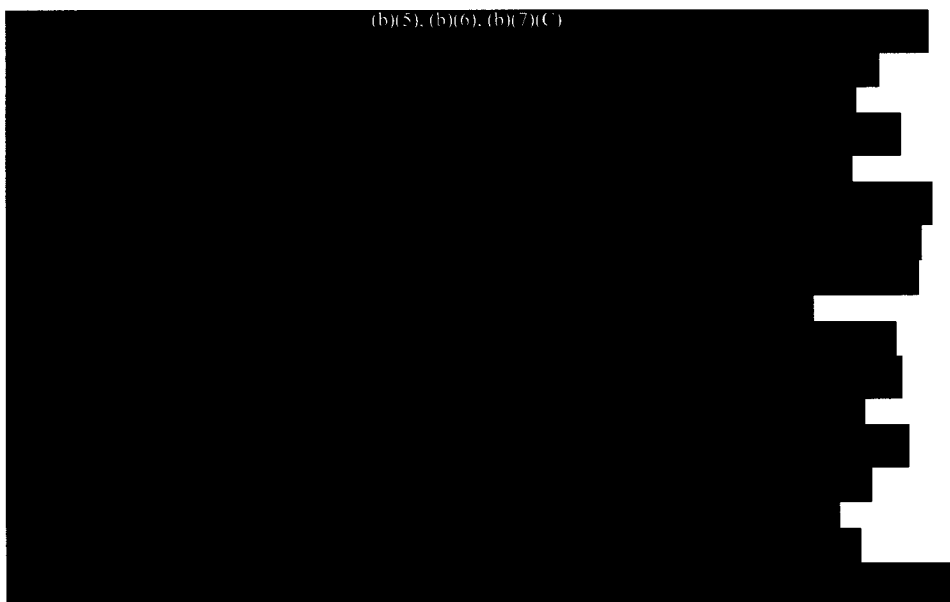
(b)(6), (b)(7)(C) indicated that (b)(6), (b)(7)(C) does have a company, but that she has no involvement with the company. (b)(6), (b)(7)(C) believes that (b)(6), (b)(7)(C) is losing money with his company.

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) stated that in 2012, (b)(6), (b)(7)(C) asked him 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 and had e-mailed NASA Headquarter (b)(6), (b)(7)(C) concerning collaboration with (b)(6), (b)(7)(C) used the information he received from (b)(6), (b)(7)(C) in his response to (b)(6), (b)(7)(C) provided the following response:

On 10/9/12 4:26 PM, (b)(6), (b)(7)(C) (HQ-DA000)" (b)(6), (b)(7)(C) @nasa.gov wrote:

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

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







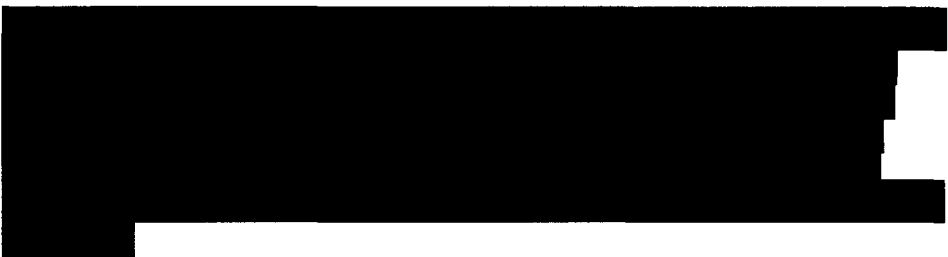

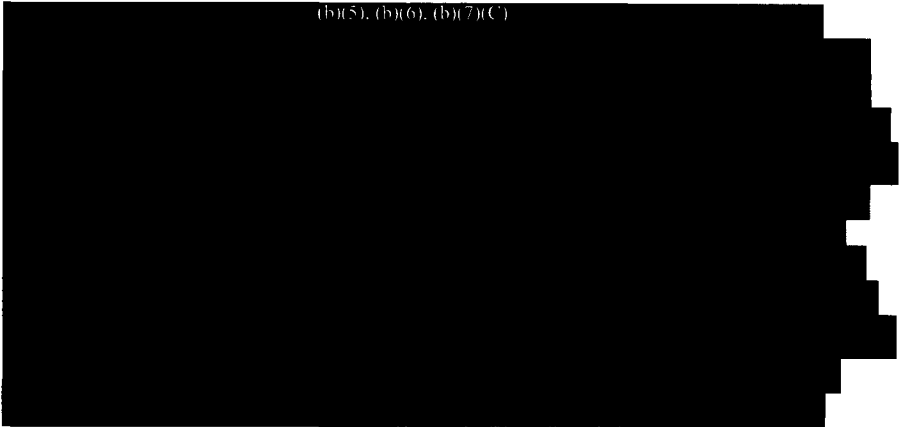
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(b)(5), (b)(6), (b)(7)(C)



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

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 NNH08ZDA002C, where (b)(6), (b)(7)(C) was listed as the (b)(6), (b)(7)(C) 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 her applicable OGE Form 450s, any source of salary for (b)(6), (b)(7)(C) indicated that she never intentionally left off (b)(6), (b)(7)(C) and that she filled-out the form in good faith.

Prepared by SA (b)(6), (b)(7)(C) ARC  
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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) Goddard Space Flight Center (GSFC). The complainant was later identified as (b)(6), (b)(7)(C), Safety and Mission Assurance Directorate, GSFC.

(b)(6), (b)(7)(C) made additional allegations to what was stated in his hotline complaint. (b)(6), (b)(7)(C) 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 her office and washing her coffee cup.
4. (b)(6), (b)(7)(C) 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 (b)(6), (b)(7)(C) held numerous team building events, which were a major expense to the government.
7. The (b)(6), (b)(7)(C) frequently had luncheons, where food was provided to civil servants.

Investigation disclosed the following:

April 24, 2014 Staff Dinner

Dinner was attended by (b)(6), (b)(7)(C) civil servant and Voxcela, LLC contractor staff. The Voxcela (b)(6), (b)(7)(C) 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 of (b)(6), (b)(7)(C) 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) was assigned to contract close-out projects for the (b)(6), (b)(7)(C) vacuumed the office suite on several occasions; this was done without request from (b)(6), (b)(7)(C) 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 her coffee cup.

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

#### Luncheons

The allegation was vague, and no 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.

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O-HS-14-0323-S

February 26, 2015

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

NASA Headquarters  
Washington, D.C.

**CASE CLOSING:** Allegations were made in August 2014 that NASA

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

Division

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

one of his subordinates,

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

and that the

relationship was becoming disruptive in the workplace.

(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

(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) and (b)(6), (b)(7)(C) on August 14, 2014. (See (b)(6), (b)(7)(C) document 9).

After reviewing the facts in the report, on September 4, 2014 (b)(6), (b)(7)(C) issued (b)(6), (b)(7)(C) a Notice of Proposed Reduction in Grade/Pay, Reassignment of Duty Station, and Cancellation of Quality Step Increase Notice. (See (b)(6), (b)(7)(C) document 11). The Notice charged that (b)(6), (b)(7)(C) engaged in "conduct unbecoming a supervisor," and "inappropriate conduct in the workplace." The Notice proposed that (b)(6), (b)(7)(C) be removed from his position as (b)(6), (b)(7)(C), reduced from a GS-14, step 4 to a GS-13, step 6, and that he be reassigned from NASA Headquarters to NASA's Goddard Space Flight Center in Greenbelt, MD. Rather than respond to the notice, (b)(6), (b)(7)(C) resigned from NASA (b)(6), (b)(7)(C) "under threat of pending adverse action."

(b)(6), (b)(7)(C) issued (b)(6), (b)(7)(C) a separate Notice of Proposed Suspension and Cancellation of Performance Award on September 4, 2014. (See (b)(6), (b)(7)(C) document 12). The Notice charged that (b)(6), (b)(7)(C) engaged in "inappropriate conduct in the workplace" and proposed that she be suspended for five working days and forfeit a performance award recommended by her immediate supervisor at the end of the 2014 performance year. The proposed discipline was upheld in a Decision on Proposed Suspension issued by (b)(6), (b)(7)(C) on October 7, 2014. (See (b)(6), (b)(7)(C) document 13)

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DISTR: File

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

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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) the Space Science Division (Code (b)(6), (b)(7)(C)), Ames Research Center (ARC), engaged in mismanagement and abuse of authority in the selection of Code (b)(6), (b)(7)(C) interns, the appointment of Code (b)(6), (b)(7)(C) postdoctoral positions and the selection of research grant awards. The hotline complaint also reported that the branch chiefs within Code (b)(6), (b)(7)(C) could verify the allegations.

Interviews of the (b)(6), (b)(7)(C) (Code (b)(6), (b)(7)(C)) (Code (b)(6), (b)(7)(C)) (b)(6), (b)(7)(C) as well as other Code (b)(6), (b)(7)(C) 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) and the (b)(6), (b)(7)(C). 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 his appointment as Code (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) has been awarded two NPP candidates which is fewer than other scientists in Code (b)(6), (b)(7)(C). Investigation determined that (b)(6), (b)(7)(C) does not have the authority to support or not support 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) and (b)(6), (b)(7)(C) did work on an informal basis for NASA Code (b)(6), (b)(7)(C) scientists (b)(6), (b)(7)(C) and (b)(6), (b)(7)(C) approximately four and two years ago respectively. (b)(6), (b)(7)(C) and (b)(6), (b)(7)(C) were both on their high school summer breaks 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). 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) ARC. (b)(6), (b)(7)(C) stated his 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 [REDACTED] 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 [REDACTED] this investigation is closed.

Prepared by: [REDACTED], ARC  
DISTR: File

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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) 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) OIG HQ, opined LRP Publications was within its rights to charge the Federal government fees for audio training conferences taught by Federal employees (in this case (b)(6), (b)(7)(C)).<sup>1</sup> (b)(6), (b)(7)(C) advised that the Government is buying a service from LRP so they are required to pay for that service. As described in more detail later, (b)(6), (b)(7)(C) was working for LRP as an “approved” outside activity/employment. She was not acting as a Government employee when she 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 her employment with LRP Publications was approved by the GRC Office of Chief Counsel (OCC). On March 23, 2014, (b)(6), (b)(7)(C) was promoted to her current position. 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 she 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

<sup>1</sup> 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 her official government title to be used prominently in LRP Publications' e-mail and website marketing of the audio conference.

Coordination with OIG (b)(6), (b)(7)(C) confirmed (b)(6), (b)(7)(C) employment arrangement itself was appropriate given the fact she fully disclosed the prospective outside employment in advance, she received the required outside employment approval from OCC, she used leave on the day she performed work for the private outside employer, and she was therefore not acting in her official capacity as a government employee when she conducted the audio conference on behalf of her private outside employer LRP Publications.

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 her 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 her employment relationship with LRP Publications and has annotated her 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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Prepared by: SA (b)(6), (b)(7)(C), GRC  
DISTR: File

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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 manager and uses his 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 her 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 she 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 her workplace.
- (b)(6), (b)(7)(C) moved (b)(6), (b)(7)(C) because (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. He was removed from that office in (b)(6), (b)(7)(C) due to the manager moving her 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: S/A (b)(6), (b)(7)(C), LBRA  
DISTR: File

APPR: CDW

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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 @WintelAgency. 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), Ames Research Center (ARC), (b)(6), (b)(7)(C), ARC, and (b)(6), (b)(7)(C), Protective Services Office, Protective Services Office, ARC, of the case closure.

No Attachments

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

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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) at Langley Research Center. The complainant alleged that on February 3, 2015, (b)(6), (b)(7)(C) wrote the following inappropriate comments on the complainant's Facebook page:

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

On February 4, 2015, (b)(6), (b)(7)(C) wrote:

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

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 his NASA issued work computer to visit websites such as [www.facebook.com](http://www.facebook.com) and [www.twitter.com](http://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 his supervisor had been made aware of the activity and that (b)(6), (b)(7)(C) was counseled on February 7, 2015 for his actions. (b)(6), (b)(7)(C) was advised to be mindful of his use of NASA resources and to ensure he 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 his supervisor, no management referral is being issued. This case is closed but may be re-opened if additional information becomes available.

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

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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 principal investigator (PI) in the key personnel section of the SBIR proposal; however, the Form "A" submitted by Ozark listed (b)(6), (b)(7)(C) as the PI. (b)(6), (b)(7)(C) was not mentioned in the key personnel section of the proposal. (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 (b)(6), (b)(7)(C)

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 registering agent and president. In the firm certifications section of the Form "A", letter "d", (b)(6), (b)(7)(C) 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; he was not considered an employee. UA also provided information showing that the ARTP was a separate legal entity supervised by a board of governors.

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We asked [REDACTED] (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. [REDACTED] (b)(6), (b)(7)(C) the PI for the NASA award, also worked on the DOE award as a consultant for UA. [REDACTED] (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: SA [REDACTED] (b)(6), (b)(7)(C), SSC  
DISTR: File

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O-HS-15-0150-S

July 23, 2015

(b)(6), (b)(7)(C)  
NASA Office of Inspector General  
Office of Investigations  
Washington, D.C. 20546

**CASE CLOSING:** This investigation was predicated upon a February 27, 2015, notification by (b)(6), (b)(7)(C) that (b)(6), (b)(7)(C) was in custody at the Montgomery County, Ohio, jail for an incident that occurred the night before. (b)(6), (b)(7)(C), a NASA (b)(6), (b)(7)(C) had recently been promoted from (b)(6), (b)(7)(C) to (b)(6), (b)(7)(C) as part of taking over as the (b)(6), (b)(7)(C). He was on TDY in (b)(6), (b)(7)(C) as part of a (b)(6), (b)(7)(C) in (b)(6), (b)(7)(C) in support of (b)(6), (b)(7)(C). (b)(6), (b)(7)(C) was notified that (b)(6), (b)(7)(C) was arrested by officers from the University of Dayton (UD) Department of Public Safety (DPS) police and charged with three misdemeanors and two felonies. All charges were related to a 911-call initiated by the roommate of a (b)(6), (b)(7)(C)-year-old female University of Dayton (UD) student, and the subsequent police response. After (b)(6), (b)(7)(C) notified (b)(6), (b)(7)(C) of the arrest, (b)(6), (b)(7)(C) notified (b)(6), (b)(7)(C) who directed an internal investigation to determine whether (b)(6), (b)(7)(C) engaged in misconduct prior to his arrest, as well as to learn the facts surrounding the criminal charges against him.

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

(b)(6), (b)(7)(C) conducted interviews of three (b)(6), (b)(7)(C) employees who accompanied (b)(6), (b)(7)(C) on both the (b)(6), (b)(7)(C) and social/personal time later that day. The three employees related the group went to dinner at the Dublin Pub, and then another location for drinks at a bar called The Century Bar, where they consumed alcohol with (b)(6), (b)(7)(C). Additional (b)(6), (b)(7)(C) employees were at the Dublin Pub, but did not go to The Century Bar nor the final location that only (b)(6), (b)(7)(C) and (b)(6), (b)(7)(C) patronized; therefore, those other (b)(6), (b)(7)(C) employees were not interviewed. The three (b)(6), (b)(7)(C) 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 the Dublin Pub, they ordered from the bar and drinks were brought to their table by wait staff. (b)(6), (b)(7)(C) related the Dublin Pub 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 the Dublin Pub. (b)(6), (b)(7)(C) related that both he and (b)(6), (b)(7)(C) were intoxicated when they left The

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Century Bar and they were driven back to their hotel by a visiting (b)(6), (b)(7)(C) who had participated in (b)(6), (b)(7)(C) earlier. 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 "Tim's". (b)(6), (b)(7)(C) related he recalled very little of the evening following The Century Bar stop, but did recall (b)(6), (b)(7)(C) meeting two women while at Tim's bar. However, (b)(6), (b)(7)(C) stated he could not recall what the women looked like and "... (b)(6), (b)(7)(C) .." (b)(6), (b)(7)(C) related he could not recall how he got back to the hotel. He did remember (b)(6), (b)(7)(C) being present when he (b)(6), (b)(7)(C) settled his bill, but beyond that he 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 Tim's bar. (b)(6), (b)(7)(C) stated that although he recognized one of the females from the (b)(6), (b)(7)(C), he would not have been able to describe her prior to (b)(6), (b)(7)(C). (b)(6), (b)(7)(C) stated he had no recollection of leaving Tim's bar nor any events thereafter. When asked about the allegation of choking one of the girls, (b)(6), (b)(7)(C) stated that it was " (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) stated could not provide any details of events alleged against him, because he did not even recall being at the residence. (b)(6), (b)(7)(C) stated he only remembered being at the bar with (b)(6), (b)(7)(C), then waking up in jail.

### 911 Call Review

(b)(6), (b)(7)(C) 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 she did not know, in the house and he would not leave. (b)(6), (b)(7)(C) stated the man, later identified as (b)(6), (b)(7)(C), was brought to the residence by her roommate, 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 the UD DPS.

### Officer Body Camera Videos Review

(b)(6), (b)(7)(C) 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 the residence, the officers entered a dimly lit room and addressed a person on the ground, later identified as (b)(6), (b)(7)(C), who responded to their orders to wake up, with moans and groans. 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) (b)(6), (b)(7)(C) " The video recordings from both officers in the room did not depict (b)(6), (b)(7)(C) until they escorted him out of the residence, 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 him to their patrol vehicle and conducted a search subsequent to arrest, at which time they identified him as (b)(6), (b)(7)(C) 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 Tim's bar and that he was invited to the residence. (b)(6), (b)(7)(C) and (b)(6), (b)(7)(C) stated they instructed (b)(6), (b)(7)(C) to leave the residence after (b)(6), (b)(7)(C) exited her room and informed (b)(6), (b)(7)(C) that (b)(6), (b)(7)(C) grabbed her throat. (b)(6), (b)(7)(C) related she did not want to press charges and stated, "... (b)(6), (b)(7)(C) (b)(6), (b)(7)(C)".

### 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

(b)(6), (b)(7)(C) coordinated with (b)(6), (b)(7)(C), UD DPS, 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 he could send the (b)(6), (b)(7)(C) copies of the photos and stated there were no visible injuries to (b)(6), (b)(7)(C). (b)(6), (b)(7)(C) subsequently received printed copies of digital photos of (b)(6), (b)(7)(C), taken sometime between 4:09 a.m. and 5:48 a.m., February 27, 2015, at the time of incident response, as well as follow-on photographs taken 16 hours later, at approximately 9:30 p.m. The photographs did not depict any visible injury to (b)(6), (b)(7)(C).

### Court Proceedings

On March 6, 2015, a preliminary hearing, under Case No. (b)(6), (b)(7)(C), was held in the Municipal Court of Dayton, OH, at which time bond was set and (b)(6), (b)(7)(C) was remanded to remain in Ohio. 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

(b)(6), (b)(7)(C) 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, there would be no pursuit of any additional criminal charges concerning (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 is closed.

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

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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), 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 the Target of Investigation (TOI).

On May 13, 2015 the RA interviewed (b)(6), (b)(7)(C) and (b)(6), (b)(7)(C) 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 the TOI 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 Universities Space Research Association (USRA) assigned to the (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 he was willing to provide his login and password to show that he no longer had any files residing on his DropBox account. He also stated that he had a free DropBox account and had no issue with the RA accessing his account. (b)(6), (b)(7)(C) stated that his email address, which is also used for his DropBox login name is

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“(b)(6), (b)(7)(C) @gmail.com.” (b)(6), (b)(7)(C) said that he 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](http://www.dropbox.com).

Due to the TOI stating that the duplication of the files was inadvertent and statements made by the TOI 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: SA (b)(6), (b)(7)(C) JSC  
DISTR: File

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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), Jacobs Technology, Inc. (Jacobs), NASA, White Sands Test Facility (WSTF), Las Cruces, NM. (b)(6), (b)(7)(C) alleged threats and intimidation by his management. According to (b)(6), (b)(7)(C), Jacobs, NASA, WSTF, has been accusing (b)(6), (b)(7)(C) of not being able to do his 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) 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 the answers provided by (b)(6), (b)(7)(C) in the questionnaire did not indicate any "disclosure" of wrongdoing to an authorized official. (b)(6), (b)(7)(C) answered vaguely to a question from the Jacobs Human Resources department and subsequently received information from the warehouse department. (b)(6), (b)(7)(C) concluded that (b)(6), (b)(7)(C) failed to make a disclosure under the National Defense Authorization Act; therefore, (b)(6), (b)(7)(C) failed to demonstrate he is within the bounds of whistleblower protection.

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) Jacobs, NASA, WSTF; (b)(6), (b)(7)(C), Jacobs, NASA, WSTF; (b)(6), (b)(7)(C), NASA, WSTF; and (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: SA [REDACTED] JSC  
DISTR: File

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National Aeronautics and  
Space Administration

Office of Inspector General  
Office of Investigations



C-GO-15-0339-S

December 3, 2015

(b)(6), (b)(7)(C)  
[Redacted]  
[Redacted]  
[Redacted]

**CASE CLOSING:** On December 3, 2015, (b)(6), (b)(7)(C), NASA Office of Inspector General (OIG), (b)(6), (b)(7)(C) Goddard Space Flight Center (GSFC), Greenbelt, MD, was informed that (b)(6), (b)(7)(C) the Subject of this inquiry) resigned for personal reasons.

On September 21, 2015, (b)(6), (b)(7)(C), NASA Office of Inspector General (OIG), (b)(6), (b)(7)(C) 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 (b)(6), (b)(7)(C) 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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O-MA-15-0359-HL-S

December 15, 2015

**Research Misconduct – Exploration Technology Development Program**  
Marshall 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 [REDACTED] and others, plagiarized research from others, without citation, authorization, or accreditation. The paper in question was identified as, [REDACTED] (b)(6), (b)(7)(C)

[REDACTED] 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) [REDACTED] (b)(6), (b)(7)(C), National Science Foundation (NSF) Office of Inspector General, Arlington, VA, and provided the papers [REDACTED] (b)(6), (b)(7)(C)

[REDACTED] nd [REDACTED] (b)(6), (b)(7)(C) SA [REDACTED] (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: SA [REDACTED] (b)(6), (b)(7)(C) MSFC  
DISTR: File

APPR: DJB

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O-LB-11-0007-O

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)

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

In May 2015, the United States Attorney's Office (USAO), Central District of California declined to prosecute ADSANTEC and (b)(6), (b)(7)(C) in lieu of administrative remedies.

In October 2015, due to the declination of the criminal and civil divisions, the USAO Central District of California, Asset Forfeiture Section could not move forward with an asset forfeiture case due to inaction by the USAO, asset forfeiture section missing required deadlines. 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: SA (b)(6), (b)(7)(C) LBRA  
DISTR: File

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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)(6), (b)(7)(C) was (b)(6), (b)(7)(C) supervisor on the NASA TOC and (b)(6), (b)(7)(C) disclosure to him that LMC employees were mischarging their time on the NASA TOC. (b)(6), (b)(7)(C) took (b)(6), (b)(7)(C) concerns, as well as his own concerns, and made a protected disclosure of suspected cost mischarging to (b)(6), (b)(7)(C) for LMC on the NASA TOC. Shortly after making the protected disclosure to (b)(6), (b)(7)(C) both (b)(6), (b)(7)(C) and (b)(6), (b)(7)(C) were terminated from employment on the NASA TOC.

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: SA (b)(6), (b)(7)(C), SSC  
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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 former subcontract employee to Lockheed Martin Corporation (LMC) working on the NASA Test Operations Contract (TOC), in which he alleged that his employment was terminated as a subcontract employee to LMC on the NASA TOC based on a disclosure he 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 former LMC NASA TOC 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)(6), (b)(7)(C) supervisor on the NASA TOC was (b)(6), (b)(7)(C) and (b)(6), (b)(7)(C) disclosed to him that LMC employees were mischarging their time on the NASA TOC. (b)(6), (b)(7)(C) took (b)(6), (b)(7)(C) concerns, as well as his own concerns, and made a protected disclosure of suspected cost mischarging to (b)(6), (b)(7)(C) for LMC on the NASA TOC. Shortly after making the protected disclosure to (b)(6), (b)(7)(C) both (b)(6), (b)(7)(C) and (b)(6), (b)(7)(C) were terminated from employment on the NASA TOC.

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: SA (b)(6), (b)(7)(C) SSC  
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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) - Engineering Systems Division - Code (b)(6), (b)(7)(C)). The alleged complaints were as follows: 1) (b)(6), (b)(7)(C) was having at least two NASA subcontractors work on his 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 he 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 four of eight Mexican 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 his work by (b)(6), (b)(7)(C) and (b)(6), (b)(7)(C). (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 early 2015, (b)(6), (b)(7)(C) was the project manager for the Synchronized Position Hold, Engage, Reorient, Experimental Satellites (SPHERES) program, working with Lockheed Martin contractors. Special Agent (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 eight Mexican student interns from Instituto Politecnico Nacional (IPN) and Universidad Autonoma de Baja California (UBAC), working on the Aztech Sat project during the summer of 2013. They had to leave the ARC Lodge during the government shutdown and returned to the Lodge in late October 2013 until January 2014. 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 October 2013 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 SA (b)(6), (b)(7)(C) ARC  
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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.

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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-I] 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 report<sup>1</sup> (b)(4)  
 report (b)(4) The AIB

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 (b)(6), (b)(7)(C) told us that NASA knew Orbital was gimbaling engines not designed for such which created concerns for stress that could lead to failure. He further related that under the

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

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CRS-I 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-I 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-I 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-I 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

We consulted with Assistant U.S. Attorney (AUSA) (b)(6), (b)(7)(C) of the U.S. Attorney's Office, Civil Division, Norfolk, VA, during the course of this investigation. AUSA (b)(6), (b)(7)(C) opined no evidence was uncovered to suggest that Orbital defrauded NASA by misrepresenting engine components or related launch capabilities.

Accordingly, this investigation is closed.

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

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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) former (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), deceased, in their Fine Watch auction scheduled in London, England on December 10, 2014. On November 26, 2014, (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), son of (b)(6), (b)(7)(C), a former astronaut with the European Space Agency, claimed possession of the watch being auctioned at Bonhams. (b)(6), (b)(7)(C) claimed that his father, who died in the summer of 2014, received the Omega watch from the widow of (b)(6), (b)(7)(C) claimed the watch has been in his family since that time. (b)(6), (b)(7)(C) declined to return the watch absent payment for approximately €3000 he claimed to have invested in its repair. (b)(6), (b)(7)(C) resided in the Netherlands and reported that Dutch law supported his 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) NASA Headquarters. FedEx tracking records indicated the watch was delivered to Hull on November 17, 2016.

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

Prepared by: SA (b)(6), (b)(7)(C) JSC  
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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) NASA, JSC.

Allegations included that (b)(6), (b)(7)(C) reportedly selected (b)(6), (b)(7)(C) and contractor employee (b)(6), (b)(7)(C) to be the (b)(6), (b)(7)(C) on several (b)(6), (b)(7)(C) 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 shared an office at (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 assigning crewmembers to the missions. In addition to being the mission manager, (b)(6), (b)(7)(C) was an (b)(6), (b)(7)(C). An (b)(6), (b)(7)(C) is a highly specialized position that (b)(6), (b)(7)(C). The (b)(6), (b)(7)(C) 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) was responsible for many aspects of the deployments including scheduling the aircrew, having the aircraft ready daily, logistics and meeting the customer's needs. Several (b)(6), (b)(7)(C) may be needed for crew rotation on each mission. (b)(6), (b)(7)(C) assigned himself and (b)(6), (b)(7)(C) as well as other (b)(6), (b)(7)(C) throughout the various missions. During the missions, (b)(6), (b)(7)(C) was the operational lead. However, when not on a mission he 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 office at (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 SEO. (b)(6), (b)(7)(C) was one of

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the most experienced [REDACTED] at Curved Skies and therefore not selected for employment termination.

Investigation also determined that (b)(6), (b)(7)(C) became involved in the [REDACTED] program in 2008 as a subcontractor employee with PRA, the Department of Defense contractor on the program at that time. [REDACTED] stated that he did not seek out employment for [REDACTED] but acknowledged that if he had not been involved with PRA, [REDACTED] probably never would have been involved in the [REDACTED] program. Initially, [REDACTED] was hired for another position but later became a [REDACTED]

(b)(6), (b)(7)(C) the former (b)(6), (b)(7)(C) for the [REDACTED] Program, advised that upon assuming the (b)(6), (b)(7)(C) position, he questioned the potential conflict of interest between (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 [REDACTED] Program was acceptable. [REDACTED] could not recall with whom he 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 October 9, 2015, (b)(6), (b)(7)(C) resigned his position as an [REDACTED] 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 [REDACTED] 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. She advised that [REDACTED] 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: SA (b)(6), (b)(7)(C), JSC  
DISTR: File

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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 (b)(6), (b)(7)(C) and the Office of (b)(6), (b)(7)(C) 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 (b)(6), (b)(7)(C) 3) changing the supervisory chain of the temporary (b)(6), (b)(7)(C) position 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) subordinate.

The reporting agent (RA), NASA Jet Propulsion Laboratory (JPL), Pasadena, CA conducted interviews, to include the (b)(6), (b)(7)(C)

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 (b)(6), (b)(7)(C) 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: SA (b)(6), (b)(7)(C) JPL  
DISTR: File

APPR: CDW

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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) 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) 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 she 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 current NASA civil servants. 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: SA (b)(6), (b)(7)(C) ARC  
DISTR: File

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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 his 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) 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 he was unable to find any direct contracts between NASA and 4D-Systems.

In November 2015, the RA spoke to (b)(6), (b)(7)(C) 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) 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 (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) 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. She 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. She stated that she has only met [REDACTED] (b)(6), (b)(7)(C) "maybe [REDACTED] times" and understands that he can [REDACTED] (b)(6), (b)(7)(C) at times but feels his training is important to her employees and will continue funding it in the future.

Continuing in December 2015, the RA interviewed [REDACTED] (b)(6), (b)(7)(C) [REDACTED] (b)(6), (b)(7)(C) stated that [REDACTED] (b)(6), (b)(7)(C) 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. [REDACTED] (b)(6), (b)(7)(C) stated that he 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 Department Director. 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. [REDACTED] (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: SA [REDACTED] (b)(6), (b)(7)(C) LBRA  
DISTR: File

APPR: CDW

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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) contacted our office in an effort to clarify potential origin and/or possible claim or special handling matters concerning a rock specimen currently in his 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 his 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) 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, he 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) for his evaluation and testing. On October 30, 2015, (b)(6), (b)(7)(C) informed our office that his 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 his 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: SA (b)(6), (b)(7)(C) LaRC  
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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) former (b)(6), (b)(7)(C) Johnson Space Center (JSC), alleged that his management retaliated against him for reporting wrongdoing. (b)(6), (b)(7)(C) alleged that since March 2014, he communicated his concerns about gross mismanagement and an abusive work environment created by manager (b)(6), (b)(7)(C) within the (b)(6), (b)(7)(C) JSC. (b)(6), (b)(7)(C) provided a narrative of his 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 his 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 (b)(6), (b)(7)(C) reviewed his 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 he received with his initial whistleblower questionnaire.

On February 2, 2016, (b)(6), (b)(7)(C) requested the RA and NASA-OIG to forward his whistleblower complaint to the OSC. On February 3, 2016, Resident Agent-in-Charge (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: SA (b)(6), (b)(7)(C) JSC  
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O-GO-16-0061-S

February 18, 2016

## RECOVERY OF POSSIBLY HISTORICAL 1969 NASA DATA TAPES

(b)(6), (b)(7)(C)  
Pittsburgh, PA (b)(6), (b)(7)(C)

**CASE CLOSING:** This administrative investigation was initiated upon receipt of information from (b)(6), (b)(7)(C), NASA-OIG, who advised a family friend in Pittsburgh, PA contacted her 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) PA, was authorized to clean the residence of the deceased (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 Alleghany Center Pittsburgh, PA). (b)(6), (b)(7)(C) moved the reel tapes from (b)(6), (b)(7)(C) residence to his 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 he wanted to do the right thing and return the NASA property.

On December 7, 2015, the NASA-OIG accompanied (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 his 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 his residence to Goddard's (b)(6), (b)(7)(C). A copy of the photos of the computers were also given to the (b)(6), (b)(7)(C).

On February 1, 2016, Goodard's (b)(6), (b)(7)(C) 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 (b)(6), (b)(7)(C) 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: SA (b)(6), (b)(7)(C) GSFC  
DISTR: File

APPR:

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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 September 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 (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 (b)(6), (b)(7)(C) 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 (b)(6), (b)(7)(C) further stated that, since this incident, LM (b)(6), (b)(7)(C) 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 (b)(6), (b)(7)(C) 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 (b)(6), (b)(7)(C) 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 (b)(6), (b)(7)(C) 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, (b)(6), (b)(7)(C) NMO responded and agreed with the recommendations presented above. The (b)(6), (b)(7)(C) 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: Special Agent (b)(6), (b)(7)(C), JPL  
DISTR: File

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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 [REDACTED] regarding a complaint from former MSFC contractor [REDACTED] (b)(6), (b)(7)(C) that Leidos improperly cancelled Shadow Wolf Inc.'s subcontract. [REDACTED] (b)(6), (b)(7)(C) alleged that NASA Civil Servant [REDACTED] (b)(6), (b)(7)(C) MSFC, directed Leidos, the prime contractor for contract number NNM11AA41C, to cancel its subcontract with Shadow Wolf due to [REDACTED] (b)(6), (b)(7)(C) animosity for him.

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

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

APPR: DJB

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We interviewed (b)(6), (b)(7)(C) MSFC, who stated he met with (b)(6), (b)(7)(C) on October 21, 2015, to inform him of his decision to remove him from his then position of (b)(6), (b)(7)(C) and place him in a non-supervisory role supporting a NASA Headquarters (b)(6), (b)(7)(C) stated the effective date of the transfer of position was November 29, 2015.

We interviewed (b)(6), (b)(7)(C) who serves as the (b)(6), (b)(7)(C) for the contract in question. (b)(6), (b)(7)(C) stated a Leidos Contract Representative sent her 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 she approved the change after her and the (b)(6), (b)(7)(C) reviewed the proposal and qualifications of the proposed substitute. (b)(6), (b)(7)(C) stated she 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 him that (b)(6), (b)(7)(C) had ruined his career by reporting him to the Inspector General's Office, and that he 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 he influence Leidos' decision to terminate their subcontract with Shadow Wolf. (b)(6), (b)(7)(C) stated he 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 he 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 disciplinary action taken against him in 2013, by MSFC Management, his (b)(6), (b)(7)(C) handled issues regarding the Leidos contract and he only saw (b)(6), (b)(7)(C) at training or meetings. (b)(6), (b)(7)(C) stated he was not aware of Shadow Wolf's termination until he 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 he did not know why (b)(6), (b)(7)(C) said he made those comments, other than the fact that he 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) MSFC, for response to the (b)(6), (b)(7)(C). Additionally, we assisted (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: SA (b)(6), (b)(7)(C) MSFC  
DISTR: File

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O-KE-16-0199-HL-S

August 23, 2016

**CONFLICT OF INTEREST INVOLVING** (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) 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 (b)(6), (b)(7)(C) 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) 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.

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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) has a bachelor's degree from the (b)(6), (b)(7)(C) and a Master's degree in Computer Science from the (b)(6), (b)(7)(C).

(b)(6), (b)(7)(C) on the ITSS II procurement provided (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 she had any knowledge of (b)(6), (b)(7)(C) showing favoritism or "steering" the ITSS II procurement to awardee, TDG. She stated that the (b)(6), (b)(7)(C) was not involved in any manner with the procurement. She stated that the dollar threshold of the procurement precluded his 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 her if it would be permissible if he went to (b)(6), (b)(7)(C) office to say hello. He stated that he knew (b)(6), (b)(7)(C). She stated that he did not want to create any appearance of impropriety. She 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 (b)(6), (b)(7)(C), who were designated as the source selection officials (SSOs). The SSO was not (b)(6), (b)(7)(C). This supports (b)(6), (b)(7)(C) 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  
DISTR: File

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

The reporting agent (RA), Jet Propulsion Laboratory (JPL) interviewed the (b)(6), (b)(7)(C) who stated 1) the (b)(6), (b)(7)(C) used multiple studies that covered a range of recommended temperature limits, 2) each member of the (b)(6), (b)(7)(C) 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 (b)(6), (b)(7)(C)

The RA reviewed the (b)(6), (b)(7)(C) 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: SA (b)(6), (b)(7)(C) JPL  
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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 her work by the NASA (b)(6), (b)(7)(C) Team in 2011 and 2012 and nonspecific research misconduct. (b)(6), (b)(7)(C) specifically stated her work on "OpenNASA", a web-based platform part of the Open Government Initiative, was used by the NASA (b)(6), (b)(7)(C) team for their cloud computing project called (b)(6), (b)(7)(C).

Investigation determined that (b)(6), (b)(7)(C) was a civil servant computer engineer at Ames Research Center (ARC) from (b)(6), (b)(7)(C) who worked on various IT projects for (b)(6), (b)(7)(C) (Code (b)(6), (b)(7)(C)) including the Open Government initiative. (b)(6), (b)(7)(C) entered into a civil settlement with NASA on July 3, 2014 to resolve issues involving her termination from NASA.

Interviews of former (b)(6), (b)(7)(C) colleagues and co-workers advised that the cloud computing project that led to (b)(6), (b)(7)(C) 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 her work had no role in the development of (b)(6), (b)(7)(C) 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 she was a NASA employee. As a result, (b)(6), (b)(7)(C) cannot claim plagiarism of her work, which belongs to NASA.

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Allegations of research misconduct by the NASA [REDACTED] team were previously investigated in NASA OIG case # O-HS-11-0171-O. That investigation also reported that [REDACTED] 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: SA [REDACTED] ARC, NASA  
DISTR: File

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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), Special Response Team (SRT), 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, SRT, JSC. (b)(6), (b)(7)(C) 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 he activated the bullhorn again, he was "going to kick (b)(6), (b)(7)(C) ass to death." (b)(6), (b)(7)(C) stated that he accidentally activated the bullhorn following the threat. (b)(6), (b)(7)(C) then allegedly made his way toward (b)(6), (b)(7)(C) and drew out a taser from his duty belt. As (b)(6), (b)(7)(C) moved towards (b)(6), (b)(7)(C) Security Officer (b)(6), (b)(7)(C) Chenega, SRT, 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 his desk.

(b)(6), (b)(7)(C) subsequently reported this incident to (b)(6), (b)(7)(C) NASA, JSC, (b)(6), (b)(7)(C) who reported it to Chenega upper management. After Chenega conducted an internal investigation of the incident, (b)(6), (b)(7)(C) received a "letter of counseling" from Chenega for "horseplay" and (b)(6), (b)(7)(C) was given a three-day suspension without pay 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 him with the letter of counseling 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) Inspector General. (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 SRT 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 his taser during the incident with (b)(6), (b)(7)(C). The interviews also

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yielded conflicting versions of what [REDACTED] specifically said to [REDACTED] before moving towards him. NASA-OIG agents informed [REDACTED] (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, [REDACTED] (b)(6), (b)(7)(C) determined that [REDACTED] (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 (i.e., it did not disclose gross mismanagement of a Department of Defense (DOD) contract or grant, gross waste of DOD funds, violation of law related to a DOD contract or grant, or a substantial and specific danger to public health and safety). Therefore, prior to addressing the underlying merits of [REDACTED] (b)(6), (b)(7)(C) complaint, [REDACTED] (b)(6), (b)(7)(C) recommended dismissing it on jurisdictional grounds.

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

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

Prepared by: SA [REDACTED] (b)(6), (b)(7)(C), JSC  
DISTR: File

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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 himself as a graduate student of (b)(6), (b)(7)(C) University, alleging the Hubble Space Telescope<sup>1</sup> (HST) was not launched and data images claimed to be from HST were from the Stratospheric Observatory for Infrared Astronomy<sup>2</sup> (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 him to the appropriate NASA resources to obtain the information he 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: SA (b)(6), (b)(7)(C) GSFC  
DISTR: File

APPR:

<sup>1</sup> The HST is a NASA space telescope that was launched into low Earth orbit in 1990, and remains in operation.  
<sup>2</sup> 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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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 (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 his 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 his 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 him 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 he 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 he noticed any warning signs, red stanchions, the tented Spacecraft, to which he replied he did not notice any TDRS equipment because he was distracted by his 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. [REDACTED] stated the employee in question, (b)(6), (b)(7)(C), is employed by Boeing as a "harness V/E" and performs a number of services with various Boeing Satellites. [REDACTED] had authorization to enter the facility but not to perform any work on the TDRS section. [REDACTED] had completed his "GLR" security training recently and was familiar with the security procedures. Once the incident happened, his access to the facility was removed.

[REDACTED] is a U.S. Resident and has the proper security clearance for his job but not a "DoD Security Clearance". When asked about the phone call he made while manipulating the control valves, he first stated that it was a work-related call but then changed his answer to personal call. After further coordination with [REDACTED], the RA arranged for [REDACTED] to be interviewed.

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

[REDACTED] stated that he has a High School degree and previously worked at the company Fairchild Fasteners making parts for the aerospace industry. He joined Boeing (previously Hughes) on (b)(6), (b)(7)(C) and has worked primarily as a (b)(6), (b)(7)(C). His work primarily involves the assembly and troubleshooting of electrical wiring harnesses. He has worked on a number of various satellite projects, including INMARSAT and previous TDRS satellites.

When asked about the incident on June 6, 2016, he had no specific memory of touching or adjusting the nitrogen purge panel in question. He stated that there was "no reason why he should have touched" the panel. He only remembered making a phone call. Concerning the phone call, he stated that he was talking to (b)(6), (b)(7)(C) who is a Boeing employee in the (b)(6), (b)(7)(C) section of his department. The RA requested to see the phone used to make the call. [REDACTED] 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, [REDACTED] admitted that (b)(6), (b)(7)(C) is (b)(6), (b)(7)(C), is (b)(6), (b)(7)(C) and that he discussed (b)(6), (b)(7)(C).

When shown the security video of the incident, [REDACTED] still could not recall any specific knowledge of the event. He did admit that he 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, he 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, [REDACTED] implied that perhaps his phone conversation distraction combined with his desire to "tinker" with what he 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. [REDACTED] confirmed that (b)(6), (b)(7)(C) is a Boeing employee in the

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Satellite Systems Planning Department and that the number called from (b)(6), (b)(7)(C) phone is the work number listed for her. She 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) stated that she is a Naturalized U.S. Citizen who previously worked for an electronics company where she assembled electronic components. She joined Boeing (formerly Hughes) in (b)(6), (b)(7)(C) and worked as (b)(6), (b)(7)(C) for seven years. She served as a (b)(6), (b)(7)(C) in this roll and has worked on numerous satellite projects, including the TDRS. Currently, she works in the planning department. (b)(6), (b)(7)(C) confirmed that the phone number from (b)(6), (b)(7)(C) phone log was her office work number.

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

When asked about the June 6, 2016 conversation with him, she initially could not recall specifics. She stated that she remembered receiving an email from him concerning an "NCR number" and that she most likely called him to discuss his question regarding this work-related email. Additionally, she recalled discussing a number of (b)(6), (b)(7)(C) issues. When asked whether they discussed the possibility of (b)(6), (b)(7)(C), she stated that they had previously discussed the issue. (b)(6), (b)(7)(C) and they have had multiple discussions about this topic.

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

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

After the interview, Boeing Security official (b)(6), (b)(7)(C) confirmed that (b)(6), (b)(7)(C) has a Secret security clearance 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, he 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  
DISTR: File

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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) NASA OIG, NASA Headquarters (HQ), was contacted by (b)(6), (b)(7)(C) 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) 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) detailed to (b)(6), (b)(7)(C) NASA HQ, appeared to have no official job function for (b)(6), (b)(7)(C) and (b)(6), (b)(7)(C) believed (b)(6), (b)(7)(C) would manipulate her travel to allow her to depart from her home in (b)(6), (b)(7)(C) even though her official duty station was NASA HQ; (b)(6), (b)(7)(C) NASA HQ, was hired under questionable circumstances wherein (b)(6), (b)(7)(C) advertised job she was hired under, then canceled the announcement and hired (b)(6), (b)(7)(C); and lastly, (b)(6), (b)(7)(C) believed the entire (b)(6), (b)(7)(C) 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) 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 (b)(6), (b)(7)(C) staff.

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

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

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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) 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) 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 FFRF (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) OIG (b)(6), (b)(7)(C) 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: SA (b)(6), (b)(7)(C) GSFC  
DISTR: File

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

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O-KE-16-0336-S

November 28, 2016

**SPACEX 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: SA [REDACTED]  
DISTR: File

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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 [REDACTED] reported that an unauthorized book was for sale on the Amazon.com website; purportedly written by himself and published by NASA. The book entitled JWST/OTIS Shaker System was being sold by an individual named "jemiles" for \$124.75. [REDACTED] explained that when he performed an online search for the title of the book to see if other copies were available from different vendors, he saw a presentation (b)(6), (b)(7)(C) 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 case, 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, Special Agent [REDACTED], JSC, consulted [REDACTED] NASA OIG, JSC, who stated that if the Amazon seller is properly crediting the author, there is no Intellectual Property (IP) theft or violation of law that he was aware of.

The RA consulted with [REDACTED] NASA Office of the General Counsel, regarding the online advertisements of NASA publications by Amazon.com vendor "jemiles". [REDACTED] 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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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: SA (b)(6), (b)(7)(C) GSFC  
DISTR: File

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O-JS-16-0355-P

September 26, 2016

(b)(6), (b)(7)(C)  
[Redacted]

**CASE CLOSING:** This case was initiated on NASA employee (b)(6), (b)(7)(C) 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, she 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 NASA Counter Intelligence (CI), JSC, revealed that (b)(6), (b)(7)(C) was previously the subject of allegations of unauthorized use of the orbital debris telescope. However, the NASA CI 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) [sic] Trustee". 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 obituary for the individual from (b)(6), (b)(7)(C) GA. The obituary mentioned that (b)(6), (b)(7)(C) was a resident of (b)(6), (b)(7)(C) who passed away on (b)(6), (b)(7)(C). The obituary also mentioned that (b)(6), (b)(7)(C) was survived by (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 her United account, including the cash transactions, were part of an inheritance from (b)(6), (b)(7)(C).

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On September 26, 2016, NASA-OIG agents interviewed [REDACTED] regarding the various cash transactions tied to her account with United. [REDACTED] confirmed that she established an account with United in Blairsville, Georgia following the passing of [REDACTED] (b)(6), (b)(7)(C) who resided in [REDACTED] (b)(6), (b)(7)(C). [REDACTED] confirmed that she inherited [REDACTED] (b)(6), (b)(7)(C) assets, to include money, property and a vehicle, following [REDACTED] (b)(6), (b)(7)(C) passing on [REDACTED] (b)(6), (b)(7)(C). [REDACTED] stated that [REDACTED] (b)(6), (b)(7)(C) amassed a significant amount of money, both in the form of cash and deposits/stocks, which summed to over \$3 million. [REDACTED] (b)(6), (b)(7)(C) also kept significant amounts [REDACTED] (b)(6), (b)(7)(C), which served as the source of [REDACTED] (b)(6), (b)(7)(C) cash deposits.

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

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

Since the source of [REDACTED] (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: SA [REDACTED] (b)(6), (b)(7)(C) JSC  
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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 him 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 he 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) Johnson Space Center, Houston, TX, with a request that he review the photographs in an attempt to make a determination as to whether the rocks depicted were Apollo Moon rocks. Although he could not discern whether the images were moon rocks, (b)(6), (b)(7)(C) related he was almost certain they were not Apollo samples. He 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: SA (b)(6), (b)(7)(C) LaRC  
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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 (b)(6), (b)(7)(C) who forwarded an anonymous complaint regarding inappropriate Internet comments posted by (b)(6), (b)(7)(C) on November 13, 2015.<sup>1</sup> The complaint reflected that (b)(6), (b)(7)(C) posted on the NovaHacker Google group (Group), "...a very hostile position against women in the workplace" and that he, "...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) GSFC and informed her 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 she or her 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: SA (b)(6), (b)(7)(C) GSFC  
DISTR: File

<sup>1</sup> (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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National Aeronautics and  
Space Administration

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) violated the Hatch Act by using his NASA email account to correspond with (b)(6), (b)(7)(C) who served as (b)(6), (b)(7)(C) to former Secretary of State Hillary Clinton, regarding his contributions to, and frustration with, Clinton's 2016 Presidential campaign.

In a letter dated, November 21, 2016, (b)(6), (b)(7)(C) Hatch Act Unit, Office of Special Counsel (OSC) wrote to (b)(6), (b)(7)(C) Office of General Counsel, NASA regarding allegations that (b)(6), (b)(7)(C) sent political emails from his 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: SA (b)(6), (b)(7)(C) GSFC  
DISTR: File

APPR:

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