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Ethics Waivers, 2003-2010

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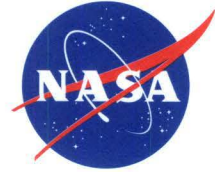
Source of document: FOIA Request  
NASA Headquarters  
300 E Street, SW  
Room 9R35  
Washington, DC 20546  
Fax: (202) 358-4331  
e-mail: [foia@hq.nasa.gov](mailto:foia@hq.nasa.gov)

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**National Aeronautics and Space Administration**

**Headquarters**

Washington, DC 20546-0001



August 9, 2011

Reply to Attn of:

Office of Communications  
Headquarters FOIA Office

REF: 10-HQ-F-01445

This letter is in response to your Freedom of Information Act (FOIA) request dated August 1, 2010. Your FOIA request was received in our office on August 10, 2010 and assigned Case File Number 10-HQ-F-01445. Your request was for:

...a copy of each Ethics Waiver provided at NASA since January 1, 2001.

NASA Centers conducted a search for Agency records using the above listing as search criteria and located 30 records responsive to your request. Of these records, 23 are released in full, and seven records are being denied in part. One record contains information withheld under 5 U.S.C. § 552 (b)(5) as the information pertains to 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. Six records are being withheld in part pursuant to 5 U.S.C. § 552 (b)(6). This information was not required for public release under Office of Government Ethics requirements for financial disclosure and, if released, would constitute a clearly unwarranted invasion of personal privacy. Under 14 CFR § 1206.605, you may appeal this partial denial by writing to:

Administrator  
NASA Headquarters  
Mail Stop: FOIA, Room 9R17  
300 E Street, S.W.  
Washington, DC 20546  
ATTN: FOIA Appeals

Your appeal must be received within 30 calendar days after the date of this letter. The appeal should be marked, both on the envelope and the face of the appeal letter, with the legend "FREEDOM OF INFORMATION APPEAL." Your appeal should be accompanied by a copy of your original request and this letter, along with a brief statement of the reasons why you believe this initial decision to be in error.

The fees associated with the processing of your request are less than \$15.00 and are not being charged in accordance with 14 CFR § 1206.700(i)(2)).

Please contact Ms. Jeanne Yeager at (202) 358-4832 if you require further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Jessica Bowen". The signature is fluid and cursive, with the first name "Jessica" written in a larger, more prominent script than the last name "Bowen".

Jessica Bowen  
Headquarters FOIA Officer

Enclosures

National Aeronautics and  
Space Administration  
Office of the Administrator  
Washington, DC 20546-0001



September 9, 2003

TO: Ames Research Center  
Attn: D-Director  
THRU: G/Designated Agency Ethics Official  
FROM: A/Administrator  
SUBJECT: Waiver of 18 U.S.C. § 208

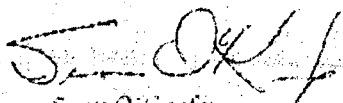
You have requested a specific waiver of the statutory prohibition of 18 U.S.C. § 208(a) in order to permit Dr. Bruce Runnegar to serve as the Director of the NASA Astrobiology Institute (NAI). Dr. Runnegar is to be detailed to the position through an Intergovernmental Personnel Act agreement from his current position as a tenured professor at the University of California at Los Angeles (UCLA).

The waiver is required in light of Dr. Runnegar's continuing employment relationship with UCLA. UCLA is a member of the NAI, and full recusal from NAI matters affecting UCLA is impractical for the Director of NAI. Thus, Dr. Runnegar will be in a position to affect the interests of his employer, which are imputed to him under Section 208. Further, Dr. Runnegar was the Principal Investigator (PI) for UCLA's NAI team; he may also be in a position to affect his own financial interest in participating in this matter.

In order to grant a waiver of Section 208, I must determine that Dr. Runnegar's financial interest in the matter is not so substantial as to be deemed likely to affect the integrity of his services to the Government. In order to reduce the potential for a conflict of interest arising out of his personal and imputed interests, you have taken several steps. First, you have prepared a conflict mitigation plan, which is enclosed with this document, that transfers most of the day-to-day management responsibility for the NAI to the Deputy Director and establishes several oversight and review functions for the purpose of monitoring Dr. Runnegar's activities in the remaining areas for which he is responsible. Second, you have assured me that you will personally monitor the activities of the NAI and maintain contact with the member PIs and other interested parties in order to identify and resolve potential issues before they become conflicts. Finally, you have committed to developing a process by which NASA can ensure that no waivers are required for NAI Directors in the future, beginning with the proposition that future Directors should not be drawn from the NAI PI ranks.

The financial interests involved here are significant. However, in light of the mitigation plan, which sets forth substantial limitations and safeguards, the Director will have limited opportunities to have an effect on the financial interests in question. I believe that, pursuant to 5 CFR § 2640.301(b)(6)(iii), the effect of the mitigation plan will be to reduce or eliminate the likelihood that the integrity of Dr. Runnegar's services would be questioned by a reasonable person.

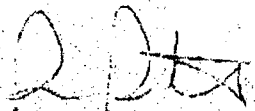
Accordingly, I hereby determine that Dr. Runnegar's financial interests in the matter are not so substantial as to be deemed likely to affect the integrity of his services to the Government. Therefore, I grant Dr. Bruce Runnegar a specific waiver of the statutory prohibition of 18 U.S.C. § 208(a), pursuant to 18 U.S.C. § 208(b)(1), so that he may participate personally and substantially in his official capacity as the Director of the NAI in connection with certain particular matters affecting UCLA, subject to the limitations set forth in the mitigation plan. This waiver is subject to strict adherence to the enclosed mitigation plan and Dr. Runnegar's disqualification from any particular matters affecting the interests of UCLA that are not expressly authorized by the mitigation plan.



Sean O'Keefe

Enclosure

Concurrence:



Paul G. Pastorek  
Designated Agency Ethics Official

National Aeronautics and  
Space Administration  
Office of the Administrator  
Washington, DC 20546-0001



January 4, 2005

Dr. Noel Hinnners  
42 Mule Deer Trail  
Littleton, CO 80127

Dear Dr. Hinnners:

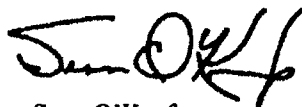
I am pleased that you have agreed to serve on the Robotic and Human Exploration of Mars Strategic Roadmap Committee, a Federal advisory committee subject to the Federal Advisory Committee Act. During your service, you will participate as a special Government employee in a review of NASA's strategic roadmapping process. I believe your background and experience make your contribution to this important effort exceptionally valuable.

You have disclosed a financial interest as a consultant for Lockheed Martin and the Jet Propulsion Laboratory (JPL) which is run by the California Institute of Technology (CalTech). It is likely that your review will require you to consider matters in which Lockheed Martin, JPL, or CalTech are involved. Because you have a financial interest in entities that are involved in programs the Robotic and Human Exploration of Mars Strategic Roadmap Committee will be reviewing, NASA must consider the possibility that your activities could have a direct and predictable effect on those interests. To address this possibility, the NASA General Counsel has reviewed and discussed your financial interests in Lockheed Martin, JPL and CalTech with me. As a result, I have concluded, and hereby certify, that the benefit that the United States stands to gain from the application of your experience and ability to the task at hand outweighs any potential conflicts that might arise from your service and that a waiver of these potential conflicts is justified.

I have reached this conclusion because the nature of the Roadmap Committee's effort and its importance to the Nation require the participation of individuals, such as you, who have extensive experience in and detailed knowledge of the disciplines required to support the strategic roadmapping effort. This critical requirement, in my view, is more significant than the possibility that the recommendations of your committee will have any direct and predictable effect on your financial interests. Therefore, under the authority given to me by 18 U.S.C. § 208(b)(3), the restrictions of 18 U.S.C. § 208(a) are hereby waived for your service on the Robotic and Human Exploration of Mars Strategic Roadmap Committee with respect to your interests in Lockheed Martin, JPL, or CalTech.

If you have any questions concerning this waiver or, if at any time during your service on the advisory committee, you have any questions concerning conflicts of interest or other legal matters relevant to the Roadmap Committee, do not hesitate to seek the advice of NASA's General Counsel, Michael C. Wholley, at (202) 358-2450. In addition, because this waiver is based on a discussion of your current financial holdings, please advise Mr. Wholley of any significant changes in financial status during your tenure as a member of the Robotic and Human Exploration of Mars Strategic Roadmap Committee.

Cordially,

A handwritten signature in black ink, appearing to read "Sean O'Keefe". The signature is stylized with a large, looped "S" and a distinct "O'Keefe" ending.

Sean O'Keefe  
Administrator

National Aeronautics and  
Space Administration  
Office of the Administrator  
Washington, DC 20546-0001



January 4, 2005

Mr. Gentry Lee  
Jet Propulsion Laboratory  
MS 301-320  
4800 Oak Grove Drive  
Pasadena, CA 91109-8099

Dear Mr. Lee:

I am pleased that you have agreed to serve on the Robotic and Human Exploration of Mars Strategic Roadmap Committee, a Federal advisory committee subject to the Federal Advisory Committee Act. During your service, you will participate as a special Government employee in a review of NASA's strategic roadmapping process. I believe your background and experience make your contribution to this important effort exceptionally valuable.

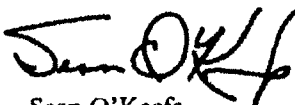
You have disclosed a financial interest in the Jet Propulsion Laboratory (JPL) of the California Institute of Technology (CalTech), where you are employed as a Chief Engineer. It is likely that your review will require you to consider matters in which CalTech or JPL is involved. Because you have a financial interest in an entity that is involved in programs the Robotic and Human Exploration of Mars Strategic Roadmap Committee will be reviewing, NASA must consider the possibility that your activities could have a direct and predictable effect on those interests. To address this possibility, the NASA General Counsel has reviewed and discussed your financial interests in CalTech and JPL with me. As a result, I have concluded, and hereby certify, that the benefit that the United States stands to gain from the application of your experience and ability to the task at hand any potential conflicts which might arise from your service and a waiver of these potential conflicts is justified.

I have reached this conclusion because the nature of the Roadmap Committee's effort and its importance to the Nation requires the participation of individuals, such as you, who have extensive experience in and detailed knowledge of the disciplines required to support the strategic roadmapping effort. This critical requirement, in my view, is more significant than the possibility that the recommendations of your committee will have any direct and predictable effect on your financial interests. Therefore, under the authority given to me by 18 U.S.C. § 208(b)(3), the restrictions of 18 U.S.C. § 208(a) are hereby waived for your service on the Robotic and Human Exploration of Mars Strategic Roadmap Committee with respect to your interests in CalTech and JPL.



If you have any questions concerning this waiver or, if at any time during your service on the advisory committee, you have any questions concerning conflicts of interest or other legal matters relevant to the Roadmap Committee, do not hesitate to seek the advice of NASA's General Counsel, Michael C. Wholley, at (202) 358-2450. In addition, because this waiver is based on a discussion of your current financial holdings, please advise Mr. Wholley of any significant changes in financial status during your tenure as a member of the Robotic and Human Exploration of Mars Strategic Roadmap Committee.

Cordially,

A handwritten signature in black ink, appearing to read "Sean O'Keefe", with a stylized flourish at the end.

Sean O'Keefe  
Administrator

National Aeronautics and  
Space Administration  
Office of the Administrator  
Washington, DC 20546-0001



January 4, 2005

Dr. Laurie Leshin  
Arizona State University  
Department of Geological Sciences  
P.O. Box 871404  
Tempe, AZ 85287-1404

Dear Dr. Leshin:

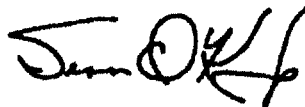
I am pleased that you have agreed to serve on the Robotic and Human Exploration of Mars Strategic Roadmap Committee, a Federal advisory committee subject to the Federal Advisory Committee Act. During your service, you will participate as a special Government employee in a review of NASA's strategic roadmapping process. I believe your background and experience make your contribution to this important effort exceptionally valuable.

You have disclosed a financial interest as a consultant of the Jet Propulsion Laboratory (JPL) of the California Institute of Technology (CalTech). It is likely that your review will require you to consider matters in which CalTech and/or JPL are involved. Because you have a financial interest in an entity that is involved in programs the Robotic and Human Exploration of Mars Strategic Roadmap Committee will be reviewing, NASA must consider the possibility that your activities could have a direct and predictable effect on those interests. To address this possibility, the NASA General Counsel has reviewed and discussed your financial interests in JPL and CalTech with me. As a result, I have concluded, and hereby certify, that the benefit that the United States stands to gain from the application of your experience and ability to the task at hand outweighs any potential conflicts that might arise from your service and that a waiver of these potential conflicts is justified.

I have reached this conclusion because the nature of the Roadmap Committee's effort and its importance to the Nation require the participation of individuals, such as you, who have extensive experience in and detailed knowledge of the disciplines required to support the strategic roadmapping effort. This critical requirement, in my view, is more significant than the possibility that the recommendations of your committee will have any direct and predictable effect on your financial interests. Therefore, under the authority given to me by 18 U.S.C. § 208(b)(3), the restrictions of 18 U.S.C. § 208(a) are hereby waived for your service on the Robotic and Human Exploration of Mars Strategic Roadmap Committee with respect to your interests in JPL and CalTech.

If you have any questions concerning this waiver or, if at any time during your service on the advisory committee, you have any questions concerning conflicts of interest or other legal matters relevant to the Roadmap Committee, do not hesitate to seek the advice of NASA's General Counsel, Michael C. Wholley, at (202) 358-2450. In addition, because this waiver is based on a discussion of your current financial holdings, please advise Mr. Wholley of any significant changes in financial status during your tenure as a member of the Robotic and Human Exploration of Mars Strategic Roadmap Committee.

Cordially,

A handwritten signature in black ink, appearing to read "Sean O'Keefe". The signature is stylized with a large, looped "S" and a distinct "O'Keefe" ending.

Sean O'Keefe  
Administrator

National Aeronautics and  
Space Administration  
Office of the Administrator  
Washington, DC 20546-0001



January 4, 2005

Dr. Sally Ride  
University of California, San Diego  
CalSpace, 0426  
9500 Gilman Drive  
LaJolla, CA 92093

Dear Dr. Ride:

I am pleased that you have agreed to serve on the Robotic and Human Exploration of Mars Strategic Roadmap Committee, a Federal advisory committee subject to the Federal Advisory Committee Act. During your service, you will participate as a special Government employee in a review of NASA's strategic roadmapping process. I believe your background and experience make your contribution to this important effort exceptionally valuable.

You have disclosed a fiduciary interest as a trustee for the California Institute of Technology (CalTech). It is likely that your review will require you to consider matters in which CalTech is involved. Because you have an interest in an entity that is involved in programs the Robotic and Human Exploration of Mars Strategic Roadmap Committee will be reviewing, NASA must consider the possibility that your activities could have a direct and predictable effect on those interests. To address this possibility, the NASA General Counsel has reviewed and discussed your financial interests in CalTech with me. As a result, I have concluded, and hereby certify, that the benefit that the United States stands to gain from the application of your experience and ability to the task at hand outweighs any potential conflicts that might arise from your service and that a waiver of these potential conflicts is justified.

I have reached this conclusion because the nature of the Roadmap Committee's effort and its importance to the Nation require the participation of individuals, such as you, who have extensive experience in and detailed knowledge of the disciplines required to support the strategic roadmapping effort. This critical requirement, in my view, is more significant than the possibility that the recommendations of your committee will have any direct and predictable effect on your financial interests. Therefore, under the authority given to me by 18 U.S.C. § 208(b)(3), the restrictions of 18 U.S.C. § 208(a) are hereby waived for your service on the Robotic and Human Exploration of Mars Strategic Roadmap Committee with respect to your interests in CalTech.

If you have any questions concerning this waiver or, if at any time during your service on the advisory committee, you have any questions concerning conflicts of interest or other legal matters relevant to the Roadmap Committee, do not hesitate to seek the advice of NASA's General Counsel, Michael C. Wholley, at (202) 358-2450. In addition, because this waiver is based on a discussion of your current financial holdings, please advise Mr. Wholley of any significant changes in financial status during your tenure as a member of the Robotic and Human Exploration of Mars Strategic Roadmap Committee.

Cordially,

A handwritten signature in black ink, appearing to read "Sean O'Keefe". The signature is stylized, with the first name "Sean" written in a cursive script and the last name "O'Keefe" written in a more blocky, capital-letter style.

Sean O'Keefe  
Administrator

National Aeronautics and  
Space Administration  
Office of the Administrator  
Washington, DC 20546-0001



January 5, 2005

Dr. Steven Squyres  
383 Hurd Road  
Ithica, NY 14850

Dear Dr. Squyres:

I am pleased that you have agreed to serve on the Robotic and Human Exploration of Mars Strategic Roadmap Committee, a Federal advisory committee subject to the Federal Advisory Committee Act. During your service, you will participate as a special Government employee in a review of NASA's strategic roadmapping process. I believe your background and experience make your contribution to this important effort exceptionally valuable.

You have disclosed a financial interest in your current employer, Cornell University. On behalf of Cornell University, you are a co-investigator to two Mars Science Laboratory experiments funded by NASA. Specifically, you are a co-investigator to the Alpha Particle X-ray experiment and the Sample Analysis at Mars. The financial benefit that Cornell University receives from this arrangement is on the order of a few tens of thousands of dollars a year, primarily just to pay for your summer salary and travel. Your role in this endeavor is in the area of flight hardware development and testing. Cornell University, however, is not actually providing the hardware. It is likely that your review will require you to consider matters in which the Mars Science Laboratory, and thus Cornell University, is involved. Because you have a financial interest in an entity that is involved in programs the Robotic and Human Exploration of Mars Strategic Roadmap Committee will be reviewing, NASA must consider the possibility that your activities could have a direct and predictable effect on those interests. To address this possibility, the NASA General Counsel has reviewed and discussed your financial interests in Cornell University with me. As a result, I have concluded, and hereby certify, that the benefit that the United States stands to gain from the application of your experience and ability to the task at hand outweighs any potential conflicts that might arise from your service and that a waiver of these potential conflicts is justified.

I have reached this conclusion because the nature of the Roadmap Committee's effort and its importance to the Nation require the participation of individuals, such as you, who have extensive experience in and detailed knowledge of the disciplines required to support the strategic roadmapping effort. Specifically, you are the principal investigator (PI) for the Mars Exploration Rover project, making you a PI for one of the few rovers that has successfully landed on Mars. As the platform for the Mars Science Laboratory will be a rover, you are uniquely qualified to offer your expertise on the subject. This critical requirement, in my

view, is more significant than the possibility that the recommendations of your committee will have any direct and predictable effect on your financial interests. Therefore, under the authority given to me by 18 U.S.C. § 208(b)(3), the restrictions of 18 U.S.C. § 208(a) are hereby waived for your service on the Robotic and Human Exploration of Mars Strategic Roadmap Committee with respect to your interests in Cornell University.

If you have any questions concerning this waiver or, if at any time during your service on the advisory committee, you have any questions concerning conflicts of interest or other legal matters relevant to the Roadmap Committee, do not hesitate to seek the advice of NASA's General Counsel, Michael C. Wholley, at (202) 358-2450. In addition, because this waiver is based on a discussion of your current financial holdings, please advise Mr. Wholley of any significant changes in financial status during your tenure as a member of the Robotic and Human Exploration of Mars Strategic Roadmap Committee.

Cordially,

A handwritten signature in black ink, appearing to read "Sean O'Keefe", with a stylized flourish at the end.

Sean O'Keefe  
Administrator

National Aeronautics and  
Space Administration  
Office of the Administrator  
Washington, DC 20546-0001



January 4, 2005

Mr. A. Thomas Young  
P.O. Box 518  
18210 Poplar Cove Road  
Orancock, VA 23417

Dear Mr. Young:

I am pleased that you have agreed to cochair the Robotic and Human Exploration of Mars Strategic Roadmap Committee, a Federal advisory committee subject to the Federal Advisory Committee Act. During your service, you will participate as a special Government employee in a review of NASA's strategic roadmapping process. I believe your background and experience make your contribution to this important effort exceptionally valuable.

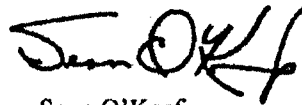
You have disclosed a financial interest in stock in your former employer, Lockheed Martin. It is likely that your review will require you to consider matters in which Lockheed Martin is involved. Because you have a financial interest in an entity that is involved in programs the Robotic and Human Exploration of Mars Strategic Roadmap Committee will be reviewing, NASA must consider the possibility that your activities could have a direct and predictable effect on those interests. To address this possibility, the NASA General Counsel has reviewed and discussed your financial interests in Lockheed Martin with me. As a result, I have concluded, and hereby certify, that the benefit that the United States stands to gain from the application of your experience and ability to the task at hand outweighs any potential conflicts that might arise from your service and a waiver of these potential conflicts is justified.

I have reached this conclusion because the nature of the Roadmap Committee's effort and its importance to the Nation require the participation of individuals, such as you, who have extensive experience in and detailed knowledge of the disciplines required to support the strategic roadmapping effort. This critical requirement, in my view, is more significant than the possibility that the recommendations of your committee will have any direct and predictable effect on your financial interests. Therefore, under the authority given to me by 18 U.S.C. § 208(b)(3), the restrictions of 18 U.S.C. § 208(a) are hereby waived for your service on the Robotic and Human Exploration of Mars Strategic Roadmap Committee with respect to your interests in Lockheed Martin.



If you have any questions concerning this waiver or, if at any time during your service on the advisory committee, you have any questions concerning conflicts of interest or other legal matters relevant to the Roadmap Committee, do not hesitate to seek the advice of NASA's General Counsel, Michael C. Wholley, at (202) 358-2450. In addition, because this waiver is based on a discussion of your current financial holdings, please advise Mr. Wholley of any significant changes in financial status during your tenure as cochair of the Robotic and Human Exploration of Mars Strategic Roadmap Committee.

Cordially,

A handwritten signature in black ink, appearing to read "Sean O'Keefe". The signature is stylized, with the first name "Sean" written in a cursive script and the last name "O'Keefe" in a more blocky, capital-letter style.

Sean O'Keefe  
Administrator

National Aeronautics and  
Space Administration  
Office of the Administrator  
Washington, DC 20546-0001



January 24, 2005

Dr. Kathryn Flanagan  
MIT Center for Space Research  
77 Massachusetts Avenue, NE80-6103  
Cambridge, MA 02139

Dear Dr. Flanagan:

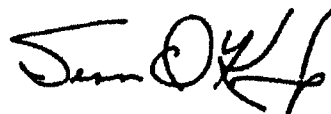
I am pleased that you have agreed to serve on the Universe Exploration Strategic Roadmap Committee, a Federal advisory committee subject to the Federal Advisory Committee Act. During your service, you will participate as a special Government employee in a review of NASA's strategic roadmapping process. I believe your background and experience make your contribution to this important effort exceptionally valuable.

You have disclosed a financial interest in your current employer, the Massachusetts Institute of Technology (MIT). On behalf of MIT, you are serving as the Integrated Product Support Team Lead for the Reflective Grating Spectrometer on Constellation-X (Con-X). Con-X is one of the two Einstein Observatories that compose the Beyond Einstein Program mission suite. The financial benefit to MIT from this arrangement is that one-half of your salary is funded by the Con-X project. It is likely that your review will require you to consider matters in which the Beyond Einstein Program and Con-X, and thus MIT, are involved. Because you have a financial interest in an entity that is involved in programs the Universe Exploration Strategic Roadmap Committee will be reviewing, NASA must consider the possibility that your activities could have a direct and predictable effect on those interests. To address this possibility, the NASA General Counsel has reviewed and discussed your financial interests in MIT with me. As a result, I have concluded, and hereby certify, that the benefit that the United States stands to gain from the application of your experience and ability to the task at hand outweighs any potential conflicts that might arise from your service and that a waiver of these potential conflicts is justified.

I have reached this conclusion because the nature of the Roadmap Committee's effort and its importance to the Nation require the participation of individuals, such as you, who have extensive experience in and detailed knowledge of the disciplines required to support the strategic roadmapping effort. This critical requirement, in my view, is more significant than the possibility that the recommendations of your committee will have any direct and predictable effect on your financial interests. Therefore, under the authority given to me by 18 U.S.C. § 208(b)(3), the restrictions of 18 U.S.C. § 208(a) are hereby waived for your service on the Universe Exploration Strategic Roadmap Committee with respect to your interests in MIT.

If you have any questions concerning this waiver, or if at any time during your service on the advisory committee you have any questions concerning conflicts of interest or other legal matters relevant to the Roadmap Committee, seek the advice of NASA's General Counsel, Michael C. Wholley, at (202) 358-2450. In addition, because this waiver is based on a discussion of your current financial holdings, please advise Mr. Wholley of any significant changes in financial status during your tenure as a member of the Universe Exploration Strategic Roadmap Committee.

Cordially,

A handwritten signature in black ink, appearing to read "Sean O'Keefe". The signature is stylized with a large, looped "S" and a distinct "O'Keefe" ending.

Sean O'Keefe  
Administrator

National Aeronautics and  
Space Administration  
Office of the Administrator  
Washington, DC 20546-0001



January 24, 2005

Dr. Edward S. Phinney  
1675 S. El Molino Avenue  
San Marino, CA 91108-1702

Dear Dr. Phinney:

I am pleased that you have agreed to serve on the Universe Exploration Strategic Roadmap Committee, a Federal advisory committee subject to the Federal Advisory Committee Act. During your service, you will participate as a special Government employee in a review of NASA's strategic roadmapping process. I believe your background and experience make your contribution to this important effort exceptionally valuable.

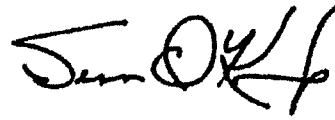
You have disclosed a financial interest in your current employer, the California Institute of Technology (CalTech). CalTech is currently the recipient of a NASA grant that supports your research into low frequency gravitational waves, which in turn supports the effort to design the science requirements of the Laser Interferometer Space Antenna (LISA) mission. The LISA is a space-based gravitational wave observatory that is one of two Einstein Observatories within the Beyond Einstein Program. The financial benefit to CalTech from this arrangement is approximately \$200,000 per year for three years, ending in 2007. It is likely that your review will require you to consider matters in which the Beyond Einstein Program and LISA, and thus CalTech, is involved. Because you have a financial interest in an entity that is involved in programs the Universe Exploration Strategic Roadmap Committee will be reviewing, NASA must consider the possibility that your activities could have a direct and predictable effect on those interests. To address this possibility, the NASA General Counsel has reviewed and discussed your financial interests in CalTech with me. As a result, I have concluded, and hereby certify, that the benefit that the United States stands to gain from the application of your experience and ability to the task at hand outweighs any potential conflicts that might arise from your service and that a waiver of these potential conflicts is justified.

I have reached this conclusion because the nature of the Roadmap Committee's effort and its importance to the Nation require the participation of individuals, such as you, who have extensive experience in and detailed knowledge of the disciplines required to support the strategic roadmapping effort. This critical requirement, in my view, is more significant than the possibility that the recommendations of your committee will have any direct and predictable effect on your financial interests. Therefore, under the authority given to me by

18 U.S.C. § 208(b)(3), the restrictions of 18 U.S.C. § 208(a) are hereby waived for your service on the Universe Exploration Strategic Roadmap Committee with respect to your interests in CalTech.

If you have any questions concerning this waiver, or if at any time during your service on the advisory committee you have any questions concerning conflicts of interest or other legal matters relevant to the Roadmap Committee, seek the advice of NASA's General Counsel, Michael C. Wholley, at (202) 358-2450. In addition, because this waiver is based on a discussion of your current financial holdings, please advise Mr. Wholley of any significant changes in financial status during your tenure as a member of the Universe Exploration Strategic Roadmap Committee.

Cordially,

A handwritten signature in black ink, appearing to read "Sean O'Keefe". The signature is stylized with a large, looped "S" and a distinct "O'Keefe" ending.

Sean O'Keefe  
Administrator

National Aeronautics and  
Space Administration  
Office of the Administrator  
Washington, DC 20546-0001



January 24, 2005

Dr. Jakob J. van Zyl  
2494 Mountain Street  
Pasadena, CA 91104-3423

Dear Dr. van Zyl:

I am pleased that you have agreed to serve on the Universe Exploration Strategic Roadmap Committee, a Federal advisory committee subject to the Federal Advisory Committee Act. During your service, you will participate as a special Government employee in a review of NASA's strategic roadmapping process. I believe your background and experience make your contribution to this important effort exceptionally valuable.

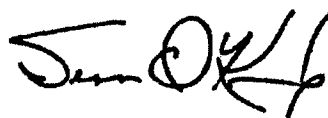
You have disclosed a financial interest in your current employer, the California Institute of Technology (CalTech). You are the Deputy Director of the Astronomy and Physics Division of the Jet Propulsion Laboratory (JPL). The JPL has the science management responsibility for the Laser Interferometer Space Antenna (LISA) mission. The LISA is a space-based gravitational wave observatory that is one of two Einstein Observatories within the Beyond Einstein Program. The financial benefit to JPL and CalTech from this arrangement is several-million dollars per year. It is likely that your review will require you to consider matters in which the Beyond Einstein Program and LISA, and thus JPL and CalTech, are involved. Because you have a financial interest in an entity that is involved in programs the Universe Exploration Strategic Roadmap Committee will be reviewing, NASA must consider the possibility that your activities could have a direct and predictable effect on those interests. To address this possibility, the NASA General Counsel has reviewed and discussed your financial interests in JPL and CalTech with me. As a result, I have concluded, and hereby certify, that the benefit that the United States stands to gain from the application of your experience and ability to the task at hand outweighs any potential conflicts that might arise from your service and that a waiver of these potential conflicts is justified.

I have reached this conclusion because the nature of the Roadmap Committee's effort and its importance to the Nation require the participation of individuals, such as you, who have extensive experience in and detailed knowledge of the disciplines required to support the strategic roadmapping effort. This critical requirement, in my view, is more significant than the possibility that the recommendations of your committee will have any direct and predictable effect on your financial interests. Therefore, under the authority given to me by

18 U.S.C. § 208(b)(3), the restrictions of 18 U.S.C. § 208(a) are hereby waived for your service on the Universe Exploration Strategic Roadmap Committee with respect to your interests in JPL and CalTech that are related to the LISA mission.

If you have any questions concerning this waiver, or if at any time during your service on the advisory committee you have any questions concerning conflicts of interest or other legal matters relevant to the Roadmap Committee, seek the advice of NASA's General Counsel, Michael C. Wholley, at (202) 358-2450. In addition, because this waiver is based on a discussion of your current financial holdings, please advise Mr. Wholley of any significant changes in financial status during your tenure as a member of the Universe Exploration Strategic Roadmap Committee.

Cordially,

A handwritten signature in black ink, appearing to read "Sean O'Keefe". The signature is stylized with a large, looped "S" and a distinct "O'Keefe" ending.

Sean O'Keefe  
Administrator

National Aeronautics and  
Space Administration  
**Office of the Administrator**  
Washington, DC 20546-0001



February 2, 2005

Dr. Andrew Christensen  
17710 Oak Street  
Fountain Valley, CA 92708

Dear Dr. Christensen:

I am pleased that you have agreed to serve on the Solar System Exploration Strategic Roadmap Committee, a Federal advisory committee subject to the Federal Advisory Committee Act. During your service, you will participate as a special Government employee in a review of NASA's strategic roadmapping process. I believe your background and experience make your contribution to this important effort exceptionally valuable.

You have disclosed a financial interest in your current employer, the Northrup Grumman Corporation. You are a Senior Scientist for the Northrup Grumman Corporation, as well as a science advisor to the Corporation on the Jupiter Icy Moons Orbiter (JIMO) Project Co-Design Phase A/B contract funded by the Jet Propulsion Laboratory (JPL), which has project management responsibility for the JIMO mission. The JIMO mission is a nuclear-powered mission to study the icy moons of Jupiter. The financial benefit to the Northrup Grumman Corporation from its role in the JIMO Project may be several million dollars per year. It is likely that your review will require you to consider matters in which the JIMO Project, and thus the Northrup Grumman Corporation, is involved. Because you have a financial interest in an entity that is involved in programs the Solar System Exploration Strategic Roadmap Committee will be reviewing, NASA must consider the possibility that your activities could have a direct and predictable effect on those interests. To address this possibility, the NASA General Counsel has reviewed and discussed your financial interest in the Northrup Grumman Corporation with me. As a result, I have concluded, and hereby certify, that the benefit the United States stands to gain from the application of your experience and ability to the task at hand outweighs any potential conflicts that might arise from your service and that a waiver of these potential conflicts is justified.

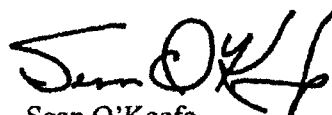
I have reached this conclusion because the nature of the Roadmap Committee's effort and its importance to the Nation require the participation of individuals, such as you, who have extensive experience in and detailed knowledge of the disciplines required to support the strategic roadmapping effort. This critical requirement, in my view, is more significant than the possibility that the recommendations of your committee will have any direct and predictable effect on your financial interests. Therefore, under the authority given to me by



18 U.S.C. § 208(b)(3), the restrictions of 18 U.S.C. § 208(a) are hereby waived for your service on the Solar System Exploration Strategic Roadmap Committee with respect to your interests in JPL and CalTech that are related to the JIMO mission.

If you have any questions concerning this waiver, or if at any time during your service on the advisory committee you have any questions concerning conflicts of interest or other legal matters relevant to the Roadmap Committee, seek the advice of NASA's General Counsel, Michael C. Wholley, at (202) 358-2450. In addition, because this waiver is based on a discussion of your current financial interests, please advise Mr. Wholley of any significant changes in your financial status during your tenure as a member of the Solar System Exploration Strategic Roadmap Committee.

Cordially,

A handwritten signature in black ink, appearing to read "Sean O'Keefe". The signature is stylized with a large, looped "S" and a distinct "O'Keefe".

Sean O'Keefe  
Administrator

National Aeronautics and  
Space Administration  
Office of the Administrator  
Washington, DC 20546-0001



February 2, 2005

Dr. Torrence Johnson  
Jet Propulsion Laboratory  
National Aeronautics and Space  
Administration  
4800 Oak Grove Drive  
Pasadena, CA 91109-8099

Dear Dr. Johnson:

I am pleased that you have agreed to serve on the Solar System Exploration Strategic Roadmap Committee, a Federal advisory committee subject to the Federal Advisory Committee Act. During your service, you will participate as a special Government employee in a review of NASA's strategic roadmapping process. I believe your background and experience make your contribution to this important effort exceptionally valuable.

You have disclosed a financial interest in your current employer, the California Institute of Technology (CalTech). You are the Project Scientist for the Jupiter Icy Moons Orbiter (JIMO) mission at NASA's Jet Propulsion Laboratory (JPL). The JIMO mission is a nuclear-powered mission to study the icy moons of Jupiter. As the JIMO Project Scientist, you are personally involved in the scientific definition of the JIMO mission. In addition, JPL has project management responsibility for the JIMO mission. The financial benefit to JPL and CalTech from this arrangement may be several million dollars per year. It is likely that your review will require you to consider matters in which the JIMO mission, and thus JPL and CalTech, as well as your personal role as Project Scientist, are involved. Because you have a financial interest in an entity that is involved in programs the Solar System Exploration Strategic Roadmap Committee will be reviewing, as well as a personal role, NASA must consider the possibility that your activities could have a direct and predictable effect on those interests. To address this possibility, the NASA General Counsel has reviewed and discussed your financial interests in JPL and CalTech, as well as your role as the JIMO Project Scientist with me. As a result, I have concluded, and hereby certify, that the benefit that the United States stands to gain from the application of your experience and ability to the task at hand outweighs any potential conflicts that might arise from your service and that a waiver of these potential conflicts is justified.

I have reached this conclusion because the nature of the Roadmap Committee's effort and its importance to the Nation require the participation of individuals, such as you, who have extensive experience in and detailed knowledge of the disciplines required to support the strategic roadmapping effort. This critical requirement, in my view, is more significant than

the possibility that the recommendations of your committee will have any direct and predictable effect on your financial interests. Therefore, under the authority given to me by 18 U.S.C. § 208(b)(3), the restrictions of 18 U.S.C. § 208(a) are hereby waived for your service on the Solar System Exploration Strategic Roadmap Committee with respect to your interests in JPL and CalTech that are related to the JIMO mission.

If you have any questions concerning this waiver, or if at any time during your service on the advisory committee you have any questions concerning conflicts of interest or other legal matters relevant to the Roadmap Committee, seek the advice of NASA's General Counsel, Michael C. Wholley, at (202) 358-2450. In addition, because this waiver is based on a discussion of your current financial interests, please advise Mr. Wholley of any significant changes in your financial status during your tenure as a member of the Solar System Exploration Strategic Roadmap Committee.

Cordially,

A handwritten signature in black ink, appearing to read "Sean O'Keefe", with a stylized flourish at the end.

Sean O'Keefe  
Administrator

National Aeronautics and  
Space Administration  
Office of the Administrator  
Washington, DC 20546-0001



March 29, 2005

Dr. Geoff Marcy  
University of California, Berkeley  
601 Campbell Hall, #3411  
Berkeley, CA 94720-3411

Dear Dr. Marcy:

I am pleased that you have agreed to serve on the Search for Earth-like Planets Strategic Roadmap Committee, a Federal advisory committee subject to the Federal Advisory Committee Act. During your service, you will participate as a Special Government Employee in a review of NASA's strategic roadmapping process. I believe your background and experience make your contribution to this important effort exceptionally valuable.

You have disclosed a financial interest in your current employer, University of California, Berkeley. On behalf of University of California, Berkeley, you are a science team member for a key science project, wholly funded by NASA, which is part of the Space Interferometry Mission (SIM). Specifically, you are the principal investigator for the Discovery of Planetary Systems Key Science Project. The financial benefit that University of California, Berkeley receives from this arrangement is approximately thousands of dollars a year and is used to pay for your key science project. Your role in this endeavor is in the area of Doppler observations, data reduction and analysis, and computer modeling.

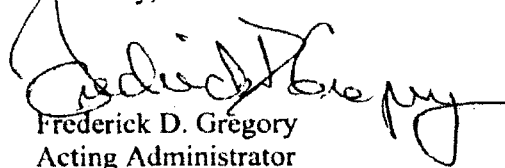
It is likely that your participation on this committee will require you to consider matters in which the SIM, and thus University of California, Berkeley, are involved. Because you have a financial interest in an entity that is involved in programs that the Search for Earth-like Planets Strategic Roadmap Committee will be reviewing, NASA must consider the possibility that your activities could have a direct and predictable effect on those interests. To address this possibility, the NASA General Counsel has reviewed and discussed your financial interests in University of California, Berkeley with me. As a result, I have concluded, and hereby certify, that the benefit that the United States stands to gain from the application of your experience and ability to the task at hand outweighs any potential conflicts that might arise from your service and that a waiver of these potential conflicts is justified.

I have reached this conclusion because the nature of the Roadmap Committee's effort and its importance to the Nation require the participation of individuals, such as you, who have extensive experience in and detailed knowledge of the disciplines required to support the strategic roadmapping effort. Specifically, you are one of the U.S. developers of the Doppler method of determining extra-solar planetary masses and a world leader in the science of

ground-based characterization of extra-solar planetary systems. This key experience, in my view, is more significant than the possibility that the recommendations of your committee will have any direct and predictable effect on your financial interests. Therefore, under the authority given to me by 18 U.S.C. § 208(b)(3), the restrictions of 18 U.S.C. § 208(a) are hereby waived for your service on the Search for Earth-like Planets Strategic Roadmap Committee with respect to your interests in University of California, Berkeley so that you may participate in committee discussions and deliberations regarding SIM.

If you have any questions concerning this waiver or, if at any time during your service on the advisory committee, you have any questions concerning conflicts of interest or other legal matters relevant to the Roadmap Committee, do not hesitate to seek the advice of NASA's General Counsel, Michael C. Wholley, at (202) 358-2450. In addition, because this waiver is based on a discussion of your current financial holdings, please advise Mr. Wholley of any significant changes in your financial status during your tenure as a member of the Search for Earth-like Planets Strategic Roadmap Committee.

Cordially,



Frederick D. Gregory  
Acting Administrator

National Aeronautics and  
Space Administration  
Office of the Administrator  
Washington, DC 20546-0001



March 29, 2005

Dr. Frank Martin  
P.O. Box 739  
Morrisville, NC 27560

Dear Dr. Martin:

I am pleased that you have agreed to serve on the Search for Earth-like Planets Strategic Roadmap Committee, a Federal advisory committee subject to the Federal Advisory Committee Act. During your service, you will participate as a Special Government Employee in a review of NASA's strategic roadmapping process. I believe your background and experience make your contribution to this important effort exceptionally valuable.

You have disclosed a financial interest in your previous employer, Lockheed Martin Corporation ("Lockheed Martin"). Specifically, you are a shareholder of Lockheed Martin stock. Your financial holdings in Lockheed Martin securities are valued at approximately (b)(6) and thus are considered a significant interest. Lockheed Martin is currently under subcontract to the Jet Propulsion Laboratory (JPL) to supply some of the instrumentation for the Space Interferometry Mission (SIM). SIM is being developed by JPL under contract to NASA. The benefit to Lockheed Martin of this contract is approximately \$60 million. This work, however, is soon being transferred to JPL. As a result, the current subcontract with Lockheed Martin for the SIM project expires in September 2005 and will not be renewed.

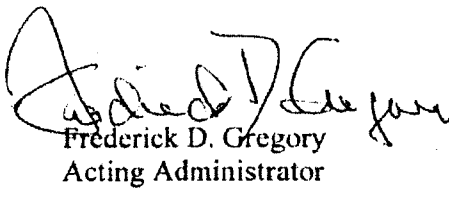
It is likely that your participation in NASA roadmapping will require you to consider matters in which SIM, and thus Lockheed Martin, are involved. Because you own stock in an entity that is involved in programs that the Search for Earth-like Planets Strategic Roadmap Committee will be reviewing, NASA must consider the possibility that your activities could have a direct and predictable effect on the financial interests of Lockheed Martin. To address this possibility, the NASA General Counsel has reviewed and discussed your financial interests in Lockheed Martin with me. As a result, I have concluded, and hereby certify, that the benefit that the United States stands to gain from the application of your experience and ability to the task at hand outweighs any potential conflicts that might arise from your service and that a waiver of these potential conflicts is justified.

I have reached this conclusion because the nature of the Roadmap Committee's effort and its importance to the Nation require the participation of individuals, such as you, who have extensive experience in and detailed knowledge of the programmatic processes and procedures and disciplines required to support the strategic roadmapping effort. Specifically, you were the former Director of Space and Earth Sciences at the NASA Goddard Space Flight

Center, the Director of the Astrophysics Division at NASA Headquarters, and a Program Director for Space Systems & Engineering with Lockheed Martin. As the Search for Earth-like Planets will involve large collaborations of scientists, government laboratories and industry, you are uniquely qualified to offer your expertise on the subject. This critical requirement, in my view, is more significant than the possibility that the recommendations of your committee will have any direct and predictable effect on your financial interests. Therefore, under the authority given to me by 18 U.S.C. § 208(b)(3), the restrictions of 18 U.S.C. § 208(a) are hereby waived for your service on the Search for Earth-like Planets Strategic Roadmap Committee with respect to your interests in Lockheed Martin so that you may participate in committee discussions and deliberations regarding SIM.

If you have any questions concerning this waiver or, if at any time during your service on the advisory committee, you have any questions concerning conflicts of interest or other legal matters relevant to the Roadmap Committee, do not hesitate to seek the advice of NASA's General Counsel, Michael C. Wholley, at (202) 358-2450. In addition, because this waiver is based on a discussion of your current financial holdings, please advise Mr. Wholley of any significant changes in your financial status during your tenure as a member of the Search for Earth-like Planets Strategic Roadmap Committee.

Cordially,

  
Frederick D. Gregory  
Acting Administrator

National Aeronautics and  
Space Administration  
Office of the Administrator  
Washington, DC 20546-0001

June 14, 2005

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TO: John F. Kennedy Space Center  
Attn: UB-L/Melodie M. Jackson

FROM: Administrator

SUBJECT: Waiver of 18 U.S.C. § 208

You have requested a specific waiver of the statutory prohibition of 18 U.S.C. § 208(a) so you can participate personally and substantially in internal government analytical tasks associated with the Checkout, Assembly, and Payload Processing Services (CAPPS) contract with Boeing Corporation. The Director of Kennedy Space Center has recommended that your request be granted.

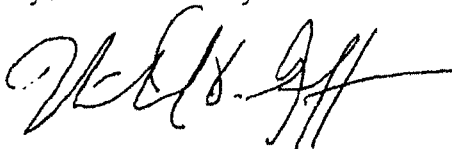
The waiver is required in light of your proposed official participation in the CAPPS contract and your husband's employment with Boeing on the same contract. As a GS-14 General Engineer in the International Space Station (ISS)/Payload Processing (UB) Directorate at KSC, your duties focus primarily on the UB Directorate's internal functions, such as use of civil service resources, development of organizational metrics, and implementation of full cost accounting. Your involvement with the CAPPS contract will involve analyzing contract data monthly and providing it to program managers in the logistics area. You will have no direct input into the award fee process or into the work performed by Boeing or your husband under CAPPS. Your husband is a non-supervisory mechanical engineer who deals with mechanical procedures on the Node 2 element on the ISS. Since neither of you <sup>(b)(6)</sup>, the only financial interest is his salary of <sup>(b)(6)</sup> a year, plus a salary bonus and other company benefits. You have indicated that you would have no involvement in the areas in which your husband is working, and it is highly unlikely that your internal analysis of the logistics area of CAPPS could affect either of your financial interests. You have agreed to recuse yourself from interaction with your husband on any aspect of CAPPS that might affect him.

I have determined that your financial interest in Boeing, due to your husband's employment, is not so substantial as to be deemed likely to affect the integrity of your services to the Government. Therefore, under the authority given to me by 18 U.S.C. § 208(b)(1), the

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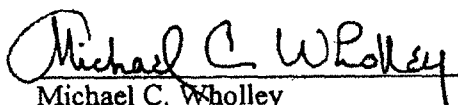


restrictions of 18 U.S.C. § 208(a) are hereby waived with respect to your current interest in Boeing. This waiver is subject to your execution of an appropriate screening arrangement, concurred to by the KSC Chief Counsel, to ensure your limited recusal from duties affecting your husband. If your circumstances change, you must seek review of this waiver.



Michael D. Griffin

Concurrence:

  
Michael C. Wholley  
Designated Agency Ethics Official

National Aeronautics and  
Space Administration  
Office of the Administrator  
Washington, DC 20546-0001



May 10, 2006

Mr. Tommy W. Holloway  
28612 Post Oak  
Magnolia, TX 77355

Dear Mr. Holloway:

I am pleased that you have agreed to serve as the chair of the International Space Station (ISS) Independent Safety Task Force (Task Force), a Federal advisory committee subject to the Federal Advisory Committee Act. During your service, you will participate as a Special Government Employee in a congressionally-mandated review of the safety of the ISS program. I believe your extensive background and experience at NASA, including your service as a former manager of the ISS and Space Shuttle programs, make your contribution to this important effort exceptionally valuable. Your long experience in space flight operations and your unique technical and management expertise make your participation in this important national effort essential.

This Task Force was mandated by the NASA Authorization Act of 2005 (Public Law 109-155) to review the ISS program with the objective of discovering and assessing any vulnerabilities of the ISS that could lead to its destruction, compromise the health of its crew, or necessitate its premature abandonment. The Task Force will review various technical, programmatic, operational, and process-related aspects of the ISS program to determine if they effectively support the safety objectives noted in the charter.

You have disclosed consulting relationships with two companies that are involved with ISS matters: Boeing Company and Science Applications International Corporation (SAIC). It is likely that your Task Force review will require you to consider matters in which Boeing and SAIC are involved. For that reason, NASA must consider the possibility that your activities could have a direct and predictable effect on those interests.

- A. Boeing: Your arrangement with Boeing will involve hourly employment at (b)(6) an hour, offered by the task, which you have the option to accept or reject, not to exceed 200 hours. So far, you have only accepted a one-day meeting on May 11, 2006, and you do not anticipate employment of greater than 40 hours over the contract's one-year duration. For this task, you would be expected to review technical information and documents as a member of the Shuttle Return to Flight Independent Review Board. The work would be completed sometime before the next Shuttle launch which is currently scheduled for July 1, 2006. Under the

Boeing arrangement, you retain the right of refusal on tasks that Boeing offers and do not have any obligation to accept further work. Possible future work might include work related to the Constellation Program if Boeing were to win the Crew Exploration Vehicle contract. That work would most likely be related to development of operations concepts for the program. None of your consulting work with Boeing is related to ISS, nor do you plan to accept any work from Boeing involving ISS.

As the prime contractor for delivery and sustaining engineering of ISS hardware and software, Boeing is an integral part of the ISS program. Boeing recently received a contract extension through September 30, 2008, for approximately \$318M to support on-orbit segment acceptance (i.e., hardware that has been launched and installed on the ISS but must still undergo functional testing). Hardware development itself has essentially been completed, so the most likely potential conflict would be if the Task Force were to make specific recommendations regarding Boeing's engineering practices with respect to their on-orbit hardware support or late-discovered hardware or software design flaws. Although possible, this is a minimal portion of the material the ISS Independent Safety Task Force would cover. Boeing has many divisions, and your consulting work is with a different business unit from that for ISS.

- B. SAIC: You also have a one-year consulting arrangement with SAIC until February 24, 2007. This is an arrangement that provides a pool of 150 hours from which SAIC can pay you by the hour, at approximately (b)(6) an hour, for "Level of Effort" consulting services. Your current consulting assignment is on the Constellation Flight Operations Improvement Team which should be completed in July 2006. This consulting work is under a different division at SAIC than Shuttle operations and ISS Safety and Mission Assurance. SAIC is the prime NASA contractor for ISS Safety and Mission Assurance and, specifically, provides safety, reliability, and quality assurance engineering support for the ISS. Additionally, SAIC provides on-console monitoring operations in the ISS Mission Evaluation Room. The \$148M cost-plus-award-fee contract is for a three-year base period. Two one-year options would bring the total value to \$256.5 million. The most likely potential conflict with your ISS Task Force work would be if the Task Force were to make specific recommendations regarding ISS safety and mission assurance that could affect SAIC's performance of its contract. You have the right of refusal on each task SAIC offers you, and you have no obligation to accept. You intend to refuse any consulting work with SAIC that involves the ISS.

In addition to these financial interests, I have also considered that you have extensive experience in all the areas needed to understand the ISS and to chair the Task Force. That experience includes both large-scale NASA program management and human space flight operations. As the former manager of both the Space Shuttle and the ISS programs and chief of the Flight Director Office, you are intimately familiar with NASA human space flight program in general and the ISS in particular. This experience also provides you with unique insight into the risk management, operations, safety, logistics, sustaining engineering, and

other areas that must be reviewed as part of the Task Force. As the former ISS manager, you were responsible for a civil service and contractor workforce of 20,000 people and a budget of several billion dollars. Because of your unique knowledge and experience, you know what to ask and how to ask it so that the Task Force will have meaningful information on which to base its determinations.

It would be almost impossible to locate another available candidate with your qualifications, particularly when the Task Force is on a congressionally-mandated deadline to complete its work by February 28, 2007. Without specific ISS program knowledge, an alternate candidate would require extensive education, which would jeopardize the Task Force's ability to complete its charter by the mandatory deadline.

I have reviewed your financial interests in Boeing and SAIC, as well as your role and the need for your expertise as the Chair of the ISS Independent Safety Task Force. As a result, I have concluded, and hereby certify, that the benefit that the United States stands to gain from the application of your experience and ability to the task at hand outweighs any potential conflicts that might arise from your service and that waiver of these potential conflicts is justified.

I have reached this conclusion because the nature of the Task Force's effort and its importance to the Nation require the participation of individuals, such as you, who have extensive experience in and detailed knowledge of the disciplines required to support this effort. This critical requirement, in my view, is more significant than the possibility that the recommendations of your committee will have any direct and predictable effect on your financial interests. Therefore, under the authority given to me by 18 U.S.C. § 208(b)(3), the restrictions of 18 U.S.C. § 208(a) are hereby waived for your service on the ISS Independent Safety Task Force with respect to your consulting interests with Boeing and SAIC.

As a condition of your service on this Task Force, you must avoid working on any matters on the Task Force that would specifically affect your consulting work at Boeing or SAIC. In addition, you must not accept consulting work on ISS matters from Boeing or SAIC during the time you serve on the Task Force.

In addition, you may not use "inside information" obtained as a result of your Government employment to benefit yourself or a company such as Boeing or SAIC. "Inside information" means information expected to be kept in confidence within the Government that has not been approved for release outside the Government.

If you have any questions concerning this waiver, or if at any time during your service on the advisory committee you have any questions concerning conflicts of interest or other legal matters relevant to the ISS Task Force, please seek the advice of NASA's General Counsel, Michael C. Wholley, at (202) 358-2450. In addition, because this waiver is based on

a discussion of your current financial interests, please advise Mr. Wholley of any significant changes in your financial status, including the nature of your consulting arrangements, during your tenure as chair of the ISS Task Force.

Sincerely,

A handwritten signature in black ink, appearing to read "M. D. Griffin", with a long horizontal flourish extending to the right.

Michael D. Griffin  
Administrator

National Aeronautics and  
Space Administration  
Office of the Administrator  
Washington, DC 20546-0001



July 13, 2006

TO: Deputy Director, NASA Ames Research Center

FROM: Administrator

SUBJECT: § 208(a) Waiver to Allow You to Participate Personally and  
Substantially in Your Official Capacity in NASA Activities Involving  
Lockheed Martin Corporation

You have requested a specific waiver of the statutory prohibition of 18 U.S.C. §208(a), pursuant to 14 C.F.R. Part 1207.102(c) and 5 C.F.R. Parts 2635.402(d)(2) and 2640.301, so that you may participate personally and substantially in your official capacity in NASA activities involving the Lockheed Martin Corporation (LMC).

This waiver is required in light of (1) your proposed official participation, as the Deputy Director of Ames Research Center ("ARC" or the "Center"), in NASA activities involving LMC, and (2) the fact that LMC will not permit further divestiture of your interest in the LMC Deferred Management Incentive Plan ("DMICP" or the "Plan").

As a former employee of LMC, you continue to participate in an LMC DMICP. In your former NASA positions as the Special Assistant to the Director and the Acting Deputy Director of ARC, you identified this financial conflict of interest. After seeking advice from Center counsel, you issued a statement disqualifying yourself from personal and substantial involvement in particular matters involving LMC. In early February 2006, you sought to divest your interest in the LMC DMICP. You were able to elect payment of approximately 80 percent (over (b)(6) before taxes) of your interest in the DMICP; however, LMC will not permit divestiture of your remaining interest in the LMC DMICP (approximately (b)(6) before taxes). Accelerated divestiture is only permitted under Section 409A pursuant to regulations issued by the Department of the Treasury. No final regulations have been issued to date; however, proposed IRS regulations evidence an intent to permit an acceleration, where divestiture is required, to comply with conflict-of-interest rules. When such rules become final, and if those rules allow for early distribution in your circumstances, you have agreed to promptly divest your remaining interest in LMC.

In addition to your financial interest in the LMC DMICP, you have investments that are not affiliated with LMC. These include pension plans, stock investments, a money market account, a personal residence, and personal vehicles. The total estimated value of your investment portfolio alone (excluding your personal assets) is (b)(6). The total estimated value of all your assets, including your personal residence, is over

(b)(6). These figures do not include your annual Senior Executive Service salary of \$169,000. Your remaining interest in the DMICP is approximately (b)(6) which, after taxes, will be worth roughly (b)(6). Thus, your interest in the DMICP is about 4.8 percent of your total investment portfolio and less than 2 percent of your current total worth.

In your role as the Deputy Center Director of ARC, it is critical for you to provide leadership for all research and development programs at the Center, including matters which involve LMC. As such, you will likely participate in matters which will include, but are not limited to: (1) current ARC contracts with LMC for Program and Project Services for Astrobiology, Development for Advanced Aircraft Systems, and Engineering and Technical Support for Life Sciences; (2) current purchase orders with LMC for existing work; and (3) future support service or research and development contracts in connection with design and production of the Crew Exploration Vehicle and other NASA programs. Continued disqualification from participation in such matters will preclude you from effectively serving as the Deputy Center Director of ARC.

This waiver is based upon my determination--which, in turn, is based on the factual assertions in your memorandum dated May 18, 2006, (incorporated herein by reference and a part hereof)--that your financial interest in LMC is not so substantial as to be deemed likely to affect the integrity of your services to the Government. The subject investment interest in the LMC DMICP is not, in my opinion, currently of a significant nature, and your participation in Center programs and activities is critical to your effective leadership at ARC.

On the foregoing bases, pursuant to my authority under 18 U.S.C. §208(b)(1), I hereby grant the subject waiver, with respect to your current interest in LMC's DMICP, *subject to the following conditions:* (1) you elect payment of your interest in the DMICP at the earliest possible date, either in accordance with the Plan or in accordance with any accelerated divestiture option which may subsequently be made available under Section 409A, whichever is sooner, and (2) you liquidate any stock payments you receive immediately after such payment is made.

  
Michael D. Griffin

National Aeronautics and  
Space Administration  
**Office of the Administrator**  
Washington, DC 20546-0001



August 30, 2006

TO: Dr. Juan Alonso  
Director, Fundamental Aeronautics Program Office

FROM: Administrator

SUBJECT: Waiver of Conflict of Interest for Intergovernmental Personnel Act (IPA)  
Assignee to the Aeronautics Research Mission Directorate (ARMD) to  
Participate in NASA Research Announcement

The Associate Administrator for Aeronautics is currently leading an effort to restructure the ARMD in order to restore excellence to the fundamental aeronautics research associated with NASA. A key element of this initiative is to ensure a technical mastery of the core competencies in the field of aeronautics for all flight regimes. Accordingly, the Director of Fundamental Aeronautics must have the qualifications necessary to instill technical excellence to a program that covers all speed regimes from subsonic to hypersonic. In support of that effort, the Director of Fundamental Aeronautics will manage in-house research conducted by NASA, as well as oversee the portion of the Aeronautics Research portfolio accomplished by outside organizations.<sup>1</sup>

I believe that your experience and extensive research record in the aeronautics field make your participation in this important national program vital. You are an Associate Professor in the Department of Aeronautics and Astronautics at Stanford University, where you founded and currently direct the Aerospace Design Laboratory (ADL). At ADL, you specialize in the development of high-fidelity computational design methodologies that will enable the creation of realizable and efficient aerospace systems. Your research spans various types of flight regimes, including transonic, supersonic, and hypersonic environments. You have written over 100 technical papers and received numerous awards and fellowships including the American Institute for Aeronautics and Astronautics' (AIAA) Best Paper Award, the Stanford Chapter AIAA Professor of the Year Award, the Ray Grimm Memorial Prize in Computational Physics, and the Terman and Princeton University Honorary Fellowships.

As an individual working for NASA under the IPA, you will retain an employment relationship with your regular employer, Stanford University, which you have fully disclosed on your financial disclosure form dated July 24, 2006. As such, you will have a

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<sup>1</sup> As discussed in footnote 2, *infra*, you will not engage in any official matter affecting the financial interests of Stanford University other than your participation as authorized in this memorandum.



financial interest in Stanford under the Federal conflict of interest statute, 18 U.S.C. § 208. As Director of Fundamental Aeronautics, you would normally serve as the Source Selection Authority (SSA) for a NASA Research Announcement (NRA) that solicits research across the entire ARMD. This year—the first time in which this particular NRA was issued—ARMD received approximately 700 proposals through this NRA, with approximately 550 in the fundamental aeronautics area. With the caveat that because this is the first time this NRA was issued and estimates are difficult to make, ARMD anticipates that the average funding level of each proposal awarded will be approximately \$200,000 to \$300,000 and that approximately 75-100 proposals from the 550 proposals in fundamental aeronautics will be selected.

We anticipate that Stanford will propose a wide-range of proposals for ARMD NRAs. For this NRA, Stanford submitted proposals in (b)(5) of the topic areas covered under the Fundamental Aeronautics Program. It is possible that the Aeronautics and Astronautics Department at Stanford, including the laboratory you have served with prior to your IPA assignment—and will presumably return to following its conclusion—could receive funding as a result of the NRA.

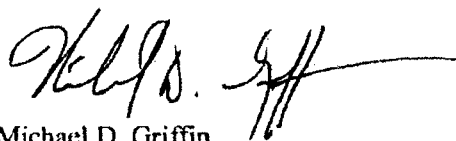
Proposals for the NRA are reviewed by review teams made up of reviewers from within NASA, other government agencies, and the external scientific and engineering community. Each proposal is reviewed on its own merit using the evaluation criteria specified in the NRA, which includes technical, management, relevance, and cost criteria. The results of the evaluations are then reviewed and addressed by Associate Principal Investigators, who are experts in the research area of interest, who forward their conclusions to one of ten project-level panels made up of the Project Principal Investigator (PI) and other members of the Project Leadership Team. There is one PI for each of the ten project areas, four of which are in Fundamental Aeronautics. Up to this point, neither you nor the Source Selection Authority (SSA) will be involved in the selection process. Each PI then makes the final recommendations of selectable proposals for his/her project to the SSA, who has the authority to concur or non-concur with the recommendations. Only proposals for which adequate funding is available are sent to the SSA for consideration, so that when proposals are considered by the SSA, they are being considered on a stand-alone basis on their own merit, as opposed to competing for funding against other proposals.

To mitigate the potential that your official actions would affect the financial interests of Stanford, the Associate Administrator for ARMD, Dr. Lisa Porter, has decided that she, or a designee other than you, will serve as the SSA for the Fundamental Aeronautics Program. However, Dr. Porter does not have the same level of expertise in the area of fundamental aeronautics as you do, nor does she have as great an understanding as you of the state of the art in that field. It is highly unlikely that anyone else who may be designated as the SSA will have the same level of expertise as you. Accordingly, Dr. Porter has requested that you participate as a technical advisor to the SSA.<sup>2</sup>

<sup>2</sup>I note that other than your role as a technical advisor in the selection process as described in this memorandum, you will not be asked to participate in any other matter involving Stanford including, but not limited to, issues that may arise in conjunction with ARMD awards to Stanford, should Stanford receive any. Accordingly, you must disqualify yourself from any matter involving Stanford other than those specifically authorized in this

Stanford. However, Dr. Porter's arrangements to address your relationship with Stanford by utilizing you only as a technical advisor for the NRA selections will significantly mitigate the possibility that the integrity of your services to the Government would be questioned by a reasonable person. You also must refrain from knowingly engaging in any discussion concerning Stanford. Additionally, in response to your decision to be assigned under the IPA to NASA, Stanford modified its proposals to remove your involvement. Finally, your role in serving as technical advisor to Dr. Porter for this and future NRAs is vital. As Director of Fundamental Aeronautics, you must be in a position to validate that the overall selections address the technical areas necessary for NASA to meet its mission objectives and to understand how and why decisions regarding the program you are responsible for were made.

Therefore, under the authority given to me by 18 U.S.C. § 208(b)(1), the restrictions of 18 U.S.C. § 208(a) are hereby waived with respect to your financial interests in Stanford University which you reported on your financial disclosure form dated July 24, 2006, so that you may participate as a technical advisor to the SSA for NRAs issued by the ARMD subject to the mitigation plan proposed by Dr. Porter, as described in this memorandum.

A handwritten signature in black ink, appearing to read "M. D. Griffin", followed by a long horizontal flourish.

Michael D. Griffin

National Aeronautics and  
Space Administration  
**Office of the Administrator**  
Washington, DC 20546-0001



January 15, 2008

TO: Associate Administrator for Aeronautics Research Mission  
Directorate

FROM: Administrator

SUBJECT: Waiver of 18 U.S.C. § 208 for Dr. Amy Pritchett

You have requested a specific waiver of the statutory prohibition of 18 U.S.C. § 208(a) to permit Dr. Amy Pritchett, the incoming Director of the NASA Aviation Safety Program (AvSP), to participate as a technical advisor on NASA Research Announcements (NRAs) involving AvSP. Dr. Pritchett is to be detailed to the position through an Intergovernmental Personnel Act (IPA) agreement from her current position as a tenured professor at the Georgia Institute of Technology (Georgia Tech).

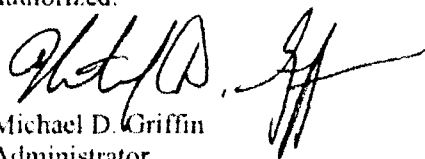
The waiver is required in light of Dr. Pritchett's continuing employment relationship with Georgia Tech. Georgia Tech is expected to submit proposals in response to NRAs, including those for which the Director of Aviation Safety would normally be the selection official. Thus, Dr. Pritchett will be in a position to affect the interests of her employer, which are imputed to her under Section 208.

In order to grant a waiver of Section 208, I must determine that Dr. Pritchett's financial interest in Georgia Tech is not so substantial as to be deemed likely to affect the integrity of her services to the Government. In order to reduce the potential for a conflict of interest arising out of her personal and imputed interests, you have assigned your Deputy, Dr. Jaiwon Shin, to serve as the selection official for aviation safety proposals. Dr. Pritchett will serve as technical advisor to the selection official only.

The financial interests involved here are significant. However, in light of the limitation of Dr. Pritchett's role as that of a technical consultant, she will have limited opportunities to have an affect on the financial interests in question. I believe that, pursuant to 5 C.F.R. § 2640.301(b)(6)(iii), the effect of this approach will be to reduce or eliminate the likelihood that the integrity of Dr. Pritchett's services would be questioned by a reasonable person.

Accordingly, I hereby determine that Dr. Pritchett's financial interests in the matter are not so substantial as to be deemed likely to affect the integrity of her services to the Government. Therefore, I grant Dr. Amy Pritchett a specific waiver of the statutory prohibition of 18 U.S.C. § 208(a), pursuant to 18 U.S.C. § 208(b)(1), so that she may participate personally and substantially in her official capacity as the Director of the

Aviation Safety Program in connection with certain particular matters affecting Georgia Tech, subject to the limitations and mitigation plan set forth in your recommendation memorandum. This waiver is subject to Dr. Pritchett's disqualification from any particular matters affecting the interests of Georgia Tech that are not expressly authorized.



Michael D. Griffin  
Administrator

National Aeronautics and  
Space Administration  
**Office of the Administrator**  
Washington, DC 20546-0001



January 15, 2008

TO: Johnson Space Center  
Attn: Thermal Protection System Manager

FROM: Administrator

SUBJECT: Section 208(a) Waiver to Allow You to Participate Personally  
and Substantially in Your Official Capacity in NASA  
Activities Involving the United Space Alliance (USA)

You have requested a specific waiver of the statutory prohibition of 18 U.S.C. § 208(a), pursuant to 14 C.F.R. Part 1207.102(c) and 5 C.F.R. Parts 2635.402(d)(2) and 2640.301, so that you may participate personally and substantially in your official capacity in NASA's Crew Exploration Vehicle (CEV) and CEV Thermal Protection System (TPS) activities involving USA.

This waiver is required in light of your official participation in NASA's CEV and TPS activities involving USA<sup>1</sup>, and the fact that your spouse is employed by USA and receives a bonus which is tied to an award fee on a NASA contract.<sup>2</sup>

<sup>1</sup>Established in 1996 as a limited liability company (LLC), USA is equally owned by The Boeing Company (NYSE:BA) and Lockheed Martin (LM) Corporation (NYSE:LMT) and employs people in Texas, Florida, Alabama, California, Washington, DC, and Russia. In 2005, USA's revenue was \$2.0 billion. In addition to any potential future subcontracts related to TPS activities considered in this waiver, USA's contracts include: the Space Program Operations Contract (SPOC), implemented October 1, 2006, following the conclusion of the 10-year Space Flight Operations Contract (SFOC); International Space Station (ISS) contracts (Boeing); Mission Support Operations Contract (LM); Extra Vehicular Activity (EVA) Systems (Hamilton Sundstrand); ISS Cargo Mission Contract (LM); Ares I Crew Launch Vehicle Stage I studies (ATK); Crew, Robotics, and Vehicle Equipment Contract support (Oceaneering); Support NASA Data Mining and Trending Work Group (NASA Langley); and USA is part of the Orion Crew Vehicle team, led by Lockheed Martin.

<sup>2</sup>You have advised that your wife (b)(6) to (b)(6) and began working for USA in (b)(6). In 1995/1996, when USA was formed, it created different benefit plans for employees that were consistent with the benefits from the company that previously employed them. USA recognized your wife's time with (b)(6) by converting her prior (b)(6) employment records to USA.

Your wife's (b)(6) You have advised that her holdings are in the following (b)(6)  
(b)(6)

The (b)(6) are managed by six external investment managers, none of whom are USA employees. (b)(6)

### The Disqualifying Financial Interest

In (b)(6) you married (b)(6) who is currently the (b)(6) (b)(6) for USA. In addition to activities related to the Space Shuttle program, she has a role as the (b)(6). This latter role involves internal and external communications regarding retirement of the Space Shuttle program and the Constellation Program, in general, as they relate to USA. She is not part of the USA business development offices that are active participants in the CEV and does not make business or contractual decisions regarding this program.

Moreover, you have advised that you and your wife do not interface at all on official business. Your wife's position and financial interests are affected only indirectly by USA's TPS work. As her title implies, her job is dependent on the overall health of the entire company, as well as ordinary employment conditions, and not by any one area in which USA does business. The estimated relative dollar value of potential future contracts has been considered, and it has been determined that it is not at all likely that the overall health and well-being of USA could be so affected as to impact its ability to pay your wife's salary or continued benefits. In addition to her salary, (b)(6) (b)(6). None of the holdings in these (b)(6) creates a disqualifying financial interest.

The disqualifying interest at issue arises from the fact that your wife also currently receives an annual bonus from USA in amounts that have ranged from (b)(6) to (b)(6). Annual bonuses within USA are the same for all employees. Even though the dollar amount of the bonus is small, (less than one percent), as it relates to your family's overall earnings, the connection between the bonus and the company's overall health requires a waiver to allow your future participation as the TPS Manager in matters involving USA.

### Your Role Supporting the CEV Program

In your role as CEV TPS Manager, you are responsible for development, design, test, and analysis activities for the system. This includes technical oversight of the CEV prime contractor and technical management and direction of all NASA in-house TPS efforts. You have advised that you have not participated in CEV and CEV TPS activities involving USA as a result of your imputed interest by virtue of your wife's employment with USA. In order to completely fulfill your role as CEV TPS Manager, you will need to participate in discussions regarding various TPS concepts (materials and systems) and the criteria to be used in the technical evaluation of them.

(b)(6)

### Limitations Due to Your Disqualifying Financial Interest

USA is a potential source for the CEV acquisition and the CEV TPS acquisition. Current USA Shuttle TPS processing is accomplished at the Kennedy Space Center and involves a relatively small fraction of the overall USA workforce (less than 100). Your wife is not among that group of USA personnel who work on Shuttle TPS. As a result of your financial interests associated with USA, including your wife's salary, you were advised that you are disqualified from participating personally and substantially in matters concerning USA.

As NASA embarks on its efforts to develop the CEV, several key elements of the vehicle require the specialized technical, scientific, and engineering expertise of certain specific NASA employees. One of the most challenging and specialized is the TPS subsystem. The TPS provides a shield for the vehicle and its crew and cargo during entry into the Earth's atmosphere. The specialized TPS field of science aims to solve atmospheric-entry problems. Unfortunately, unlike many other fields of science that have many alternate applications, the development of TPS materials and integrated heat shield designs is a unique purview of NASA missions. As a result, NASA has cultivated specialized scientists and engineers dedicated exclusively to development, design, analysis, testing, and operations of TPS. These specialized engineers and scientists spend a decade or more after they obtain advanced degrees to become experienced enough in the field of TPS to be able to lead the development efforts required for a new system.

Under the Orion contract, the prime contractor, LM, is required to establish a milestone for selecting one of two heat shield designs based upon test and evaluation of the two designs. LM is required to make a recommendation to NASA regarding the TPS heat shield design to be used for final implementation at this milestone. While NASA retains the ultimate responsibility for selection of the Orion TPS, LM is required to complete design, development, testing, certification, and delivery of the selected TPS heat shield.

LM is also responsible for the design, development, testing, certification, and delivery of the CEV back shell TPS. Recently, the Orion prime contractor, for technical reasons, has recommended switching the Orion back shell TPS from an LM-produced material to Shuttle tiles like those USA produces and maintains. As the CEV TPS Manager, you should be concurring with these types of technical decisions. However, given your personal USA association, without a waiver, you have not been able to perform all of your duties. With key decisions regarding the viability of Shuttle-type tiles as a candidate CEV TPS imminent, only a waiver will ensure that there is no ambiguity regarding when and what you can do in performing your duties.

### Rationale for Granting the Waiver

According to the information presented to me, your distinctive TPS experience and expertise are highly specialized and represent a uniquely important resource for the Agency. Also, there is a lack of an alternate, similarly-qualified NASA employee who can fulfill the critical role of TPS Manager. Among the handful of TPS experts that currently are employed by NASA, you are the best prepared to make key TPS development decisions that will be required for the CEV. You have extensive experience in TPS operations and all phases of

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TPS design and development. In the case of the Space Shuttle, you have served as the TPS Subsystem Manager and the Lead TPS Upgrades Manager. During the life of the Shuttle program, many changes were implemented to the TPS, including the incorporation of new kinds of tiles and the improvements in production process for existing tiles. Since 1999, you have served in various roles overseeing and approving these changes.

Your involvement with and expertise regarding the Space Shuttle's TPS are extremely germane to the Agency's current and future needs for CEV. The experiential data and technological maturity garnered from the research and development of the Space Shuttle, as well as the operation of the Space Shuttle, comprise the foundation for the Nation's future human space flight endeavors, foremost of which is the CEV project. Your other relevant TPS experience includes work on the X-33, X-38, and Orbital Space Plane projects. You led all aspects of the X-38 TPS development as the Lead TPS Design Engineer. Prior to the CEV, X-38 was the closest NASA had come to a new operational human space flight vehicle since the Space Shuttle.

CEV is a critical element of the United States' Vision for Space Exploration, and it is essential to the success of that Vision that NASA uses the best talent available to ensure success in the development of the CEV. Based on your experience and skills, you are distinctively qualified to lead the development of the CEV TPS as TPS Manager, a role for which you will need to interact with contractors and participate in procurement activities. Options which limit your involvement in and knowledge of TPS matters have been explored and have been ruled out as not providing an acceptable solution for the Agency, in that they result simply in your not being able to effectively perform the responsibilities of your position.

This waiver is based upon my determination that your financial interest in USA is not so substantial as to be deemed likely to affect the integrity of your services to the Government. The financial interest at issue, an annual bonus that is typically between (b)(6) and (b)(6), is relatively small. In fact, it is far smaller than the \$15,000 maximum in company stock a Federal employee can, under the *de minimus* exception to the conflict of interest rules, own and still be involved in matters affecting the company. Moreover, the bonus is primarily linked to the overall health of the company as opposed to being linked directly to decisions in which you may be involved. Under these circumstances, the subject interest in USA is not, in my opinion, so substantial as to be deemed likely to affect the integrity of your services to the Government.

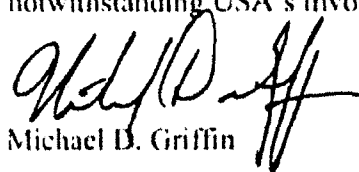
#### Scope of the Waiver

Please recognize that, in order to mitigate the potentiality and appearance of conflicting interests, the scope of this waiver is limited to permit your involvement in CEV and CEV TPS matters only, and it does not extend to permitting you to participate personally and substantially in other NASA matters in which USA is an interested party.



Conclusion

On the foregoing bases, pursuant to my authority under 18 U.S.C. § 208(b)(1), I hereby grant the subject waiver, with respect to your current interest in USA, so that you may participate personally and substantially in matters associated with the CEV and CEV TPS, notwithstanding USA's involvement in such matters.

A handwritten signature in black ink, appearing to read "Michael D. Griffin", with a stylized flourish at the end.

Michael D. Griffin

National Aeronautics and Space Administration  
Office of the Administrator  
Washington, DC 20546-0001



August 21, 2008

TO: Ames Research Center  
Attn: Dr. Kai Goebel, Senior Scientist

FROM: Administrator

SUBJECT: Section 208(a) Waiver for Intergovernmental Personnel Act (IPA) Detailee to  
Ames Research Center (ARC) to Participate in the NASA Integrated Vehicle  
Health Management (IVHM) Project

You requested a specific waiver of the statutory prohibition of 18 U.S.C. § 208(a) to permit you to serve as the Associate Principal Investigator (API) for the NASA Integrated Vehicle Health Management (IVHM) project. You are an Intergovernmental Personnel Act (IPA) detailee from the Universities Space Research Association (USRA), and you have been selected as the API for the IVHM project because of your technical expertise and prior extensive experience with IVHM systems. As the API for IVHM, you will be accountable, along with a research team, for the technical content of the IVHM project and the progress of the IVHM research goals.

ARC currently has a contract with USRA to provide research and development support. The total contract value is \$11,330,451. There are two tasks under this contract that relate to IVHM, and they are valued at approximately \$1.85 million. While your participation in the IVHM project will not directly and predictably affect the current contract with USRA, slated to expire on September 30, 2008, it is likely that your employer will be a bidder on the follow-on contract. As such, your employer will be deemed to have a financial interest in the entire contract, including any tasks to be performed in support of the IVHM.

At this point, it is speculative whether your participation in the IVHM project will have a direct effect on USRA's financial interests. However, based on the following facts, I determine that your financial interest in USRA is not so substantial as to be deemed likely to affect the integrity of your services to the Government: (1) as the API, you will serve primarily as a technical advisor to the project; (2) your experience and expertise are invaluable to this project as you have extensive experience with applied research in the areas of real-time monitoring, diagnostics, and prognostics evidenced by 75 related publications and eight related patents in this field; (3) your technical input will be compiled with other factors and considered by NASA management along with the input of other members of the team; and (4) the potential for your official actions affecting the financial interests of USRA is minimized by the proposed mitigation plan (discussed in the following paragraph).

I also considered the fact that your participation in the IVHM project will not have a direct and predictable effect on your financial interests in your continued employment with USRA or receipt of your salary and/or benefits beyond that which is merit-based. As is the case for any Federal employee, you may not make any determinations that individually or specifically affect your own salary or benefits. However, you may vigorously and energetically perform the duties of the API even though your performance may result in a performance bonus or other similar merit award.

To mitigate the potential that your official actions would affect the financial interests of USRA: (1) you may not participate in any discussions or decisions that will directly result in adding tasks to or increasing the value of the existing USRA contract at ARC or any other USRA contracts with NASA. Dr. Ashok Srivastava, the Principal Investigator for IVHM, or other designated task requester, shall be responsible for conducting any such discussions or making any such decisions. However, Dr. Srivastava, or other designated task requesters, may consult with you regarding technical matters, as needed; and (2) you may not review or participate in the review of any IVHM project proposals under any NASA Research Announcements (NRA) that include proposals from USRA. I believe that pursuant to 5 C.F.R. § 2640.301(b)(6)(iii), the effect of the approach will be to reduce or eliminate the likelihood that the integrity of your services to the Government would be questioned by a reasonable person.

Under the authority given to me by 18 U.S.C. § 208(b)(1), the restrictions of 18 U.S.C. § 208(a) are hereby waived with respect to your financial interests in USRA, so that you may participate as the API for the IVHM project, subject to the mitigation plan described above.



Michael D. Griffin

cc:

HQ/Mr. Thomas Luedtke, Associate Administrator for Institutions and Management

HQ/Mr. Michael C. Wholley, General Counsel

ARC/Dr. Simon Worden

Office of Government Ethics/Ms. Cheryl Kane-Piasecki

National Aeronautics and Space Administration  
Headquarters  
Washington, DC 20546-0001



November 13, 2008

Reply to Attn of

TO: AA/Director

FROM: Administrator

SUBJECT: Section 208(a) Waiver to Allow You to Participate Personally  
and Substantially in Your Official Capacity in Pre-launch and Launch-Day  
Activities for STS-126

You have requested a specific waiver of the statutory prohibition of 18 United States Code (U.S.C.) §208(a), pursuant to 14 Code of Federal Regulations (C.F.R.) Part 1207.102(c) and 5 C.F.R. Parts 2635.402(d)(2) and 2640.301, so that you may participate personally and substantially in your official capacity as the Director, Johnson Space Center in pre-launch Mission Management Team (MMT) meetings and launch day activities in connection with the launch of STS-126 despite any effect your involvement might have on Lockheed Martin Corporation.

I am considering this waiver in light of: (1) the need for your official participation in pre-launch MMT meetings that could have an effect on the decision to launch and the financial interest of Lockheed Martin Corporation; and (2) the fact that you were formerly employed by Lockheed Martin Corporation and retain financial interests in your former employer.

#### Disqualifying Financial Interests

In 1991 you retired from active service with the astronaut corps at Johnson Space Center and accepted a position with Loral Space Information Systems. In 1996, Loral Space Information Systems was integrated into Lockheed Martin Corporation.<sup>1</sup> From 1996 until 2005 you spent eleven years employed by Lockheed Martin Corporation as Vice

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<sup>1</sup> Established in 1995 with the merger of Lockheed Corporation and Martin Marietta Corporation, Lockheed Martin Corporation (NYSE:LMT) is a global security company employing approximately 140,000 people worldwide. In 2007, the company reported annual sales of \$41.9 billion. Lockheed Martin Space Systems Company is involved with several NASA contracts including production of the External Tank at Michoud Operations and Space Shuttle and International Space Station mission operations through the Space Program Operations Contract through their United Space Alliance (USA) joint venture with the Boeing Company.

Upon arriving at JSC in November 2005 you brought with you several financial assets tied to your former employer, Lockheed Martin. You have indicated that you retain many of those interests including shares of common stock in Lockheed Martin Corporation, options to purchase additional shares of common stock in the company, deferred bonus payments earned during your years at Lockheed Martin and currently held as part of a Deferred Management Incentive Compensation Plan (DMICP) invested for your retirement in Lockheed Martin Corporation stock, and investments in a Lockheed Martin Non-Qualified Savings Plan (an employer-matched defined contribution retirement savings plan), and a vested interest in a defined benefit pension plan whereby Lockheed Martin pays you a fixed monthly stipend based on your former years of service to Loral Corporation and Lockheed Martin Corporation.

#### STS-126 Pre-Launch and Launch Activities

Last month NASA legal counsel informed you that because of your financial interests in Lockheed Martin Corporation you should limit your involvement in flight readiness reviews and launch-related meetings that could have a potential impact on Lockheed Martin. Leading up to the launch of STS-126, you abstained from endorsing the Certificate of Flight Readiness (CoFR) on behalf of the Johnson Space Center. Further, you have had limited involvement in launch-related pre-flight meetings and have been advised to limit your involvement in launch-day activities, including not being present in the Launch Control Center for the scheduled launch of STS-126 on November 14, 2008.

As the Director of Johnson Space Center you are responsible for ensuring that the Center provides adequate support for STS-126. Further, as the Director of a NASA Space Flight Center, you are empowered with independent Technical Authority regarding the Center's support to all space flight missions. That Technical Authority requires that you and other Space Flight Center Directors raise any identified concerns regarding engineering challenges, safety matters, and medical or health issues related to human spaceflight.

You have indicated that you need to attend and participate in the Mission Management Team (MMT) meetings leading up to the launch of STS-126. The program and project managers charged with the success of this mission could call upon you during such a meeting to express an opinion on the Center's support posture for launch. Further, in order to effectively assert your independent Technical Authority with regard to this mission, you've indicated that you need to be able to offer the MMT unsolicited opinions at these meetings on any topic that raises technical or flight safety concerns. You have indicated that your need for access and meaningful participation extends through the final "go" for launch of STS-126 in the Launch Control Room.

### Rational for Granting the Waiver

Your responsibilities to provide support to the mission and act with independent Technical Authority require that you be able to participate in pre-flight Mission Management Team Meetings and that you be able to participate in launch-day activities including being present in the Launch Control Center. Your availability to express opinions on the Center's support posture for the launch and mission are invaluable to the Mission Management Team. Further, the safety NASA crew and vehicles demands that all NASA managers with independent Technical Authority have the access required to effectively exercise that authority in the days immediately preceding a planned launch through the launch itself.

It may be possible that your involvement in these pre-flight meetings and your presence in the Launch Control Center during the launch of STS-126 could affect the decision to launch and Lockheed Martin's financial interests. However, even if this were to be the case, the need for you to represent the interests and concerns of Johnson Space Center in this process outweigh any possible financial impact of your involvement.

### Scope of the Waiver

The scope of this waiver is limited to permit your involvement in pre-launch and launch-day activities in preparation for STS-126. Any concerns regarding your involvement in NASA management councils, program and project baseline reviews, flight readiness reviews, and preparation for future flights will be addressed separately. You will continue to disqualify yourself from any procurement matters involving Lockheed Martin as a prospective offeror or current contractor.

### Conclusion

On the foregoing bases, pursuant to my authority under 18 U.S.C. §208(b)(1), I hereby grant the subject waiver with respect to your current interest in Lockheed Martin Corporation, so you may participate personally and substantially in the pre-flight meetings and launch-day activities for STS-126 described above, notwithstanding any impact your participation might have on Lockheed Martin Corporation.

Michael D. Griffin

National Aeronautics and  
Space Administration  
**Office of the Administrator**  
Washington, DC 20546-0001



June 9, 2009

Dr. Wanda M. Austin  
President and Chief Executive Officer  
The Aerospace Corporation  
2310 East El Segundo Boulevard  
El Segundo, CA 90245-4609

Dear Dr. Austin:

I am pleased that you have agreed to serve on the Review of Human Space Flight Plans Committee ("Committee"), a Federal advisory committee subject to the Federal Advisory Committee Act (5 U.S.C. App.). During your service, you will participate as a Special Government Employee in a review of NASA's human space flight programs. I believe your background and experience, including as an expert in military launch vehicles, and as President and CEO of The Aerospace Corporation ("Aerospace"), make your contribution to this important effort exceptionally valuable. Also, your unique technical and management expertise makes your participation in this important national effort essential.

You have disclosed substantial salary and other benefits resulting from your employment with Aerospace. Aerospace is likely to have interests in the Committee work in two ways: (1) It is likely that your review will require you to consider matters in which Aerospace has conducted past research or written reports; and (2) It is possible that the Committee will want to contract with Aerospace to provide support work for the Committee. Because of these interests, NASA must consider the possibility that your activities as part of the Committee could have a direct and predictable effect on those interests. In order to address this possibility, the NASA General Counsel has reviewed and discussed your financial holdings with me.


As a result, and as to issue (1) above, I conclude and hereby certify that, because the benefit that the United States stands to gain from the application of your experience and ability to the task at hand so greatly outweighs any potential conflict which might arise from your service, a waiver of these potential conflicts is justified. I reach this conclusion because the nature of these tasks and their importance to the Nation requires the participation of individuals, such as yourself, who have extensive experience in and detailed knowledge of the disciplines required to support human space flight. This critical requirement, in my view, dwarfs the potential that the options presented by the Committee will have any direct effect on your financial interests. Therefore, under the authority given to me by 18 U.S.C. § 208(b)(3), the restrictions of 18 U.S.C. § 208(a) are

hereby waived for your service on the Committee with respect to any consideration or discussion of past Aerospace research or reports.

As to issue (2), however, I conclude that there would be no perceptible benefit to the United States from your direct involvement in the selection of Aerospace for any particular Committee support work. As such, NASA's interests do not outweigh the potential conflict that would result from your involvement in tasking Aerospace for any support work. If such matters come up for consideration by the Committee members, you should recuse yourself from any such discussion.

If you have any questions concerning this waiver, or if at any time during your service on the Committee you have any questions concerning conflicts of interest or other legal matters relevant to the Committee, do not hesitate to seek the advice of NASA's General Counsel, Michael C. Wholley, at (202) 358-2450. In addition, because this waiver is predicated on a discussion of your current financial holdings, please advise Mr. Wholley of any significant changes or additions during your tenure as a member of the Committee.

Sincerely,

  
Christopher J. Scolese  
Acting Administrator

cc:  
OGC/Mr. Michael C. Wholley



National Aeronautics and  
Space Administration  
Office of the Administrator  
Washington, DC 20546-0001



June 9, 2009

Dr. Edward F. Crawley  
Professor of Engineering  
Massachusetts Institute of Technology  
33-413, MIT  
Cambridge, MA 02139

Dear Dr. Crawley:

I am pleased that you have agreed to serve on the Review of Human Space Flight Plans Committee ("Committee"), a Federal advisory committee subject to the Federal Advisory Committee Act (5 U.S.C. App.). During your service, you will participate as a Special Government Employee in a review of NASA's human space flight programs. I believe your background and experience, including as an expert in space systems architecture, make your contribution to this important effort exceptionally valuable. Also, your unique technical and management expertise makes your participation in this important national effort essential.

You have disclosed substantial salary and stock interests resulting from your position on the Board of Directors for Orbital Sciences Corporation ("Orbital"). Orbital is likely to have a number of interests in the Committee work, including, but not limited to: (1) its development of the Launch Abort System pursuant to a subcontract with Lockheed Martin on the Orion project; and (2) its involvement in the Agency's Commercial Orbital Transportation Systems programs. Because of these interests, NASA must consider the possibility that your activities could have a direct and predictable effect on those interests. In order to address this possibility, the NASA General Counsel has reviewed and discussed your financial holdings with me.

As a result, I conclude and hereby certify that because the benefit that the United States stands to gain from the application of your experience and ability to the task at hand so greatly outweighs any potential conflict which might arise from your service, a waiver of these potential conflicts is justified. I reach this conclusion because the nature of these tasks and their importance to the Nation requires the participation of individuals, such as yourself, who have extensive experience in and detailed knowledge of the disciplines required to support human space flight. This critical requirement, in my view, outweighs the potential that the options presented by the Committee will have any direct effect on your financial interests. Therefore, under the authority given to me by 18 U.S.C. § 208(b)(3), the restrictions of 18 U.S.C. § 208(a) are hereby waived for your service on the Committee with respect to the interests listed above.

If you have any questions concerning this waiver, or if at any time during your service on the Committee you have any questions concerning conflicts of interest or other legal matters relevant to the Committee, do not hesitate to seek the advice of NASA's General Counsel, Michael C. Wholley, at (202) 358-2450. In addition, because this waiver is predicated on a discussion of your current financial holdings, please advise Mr. Wholley of any significant changes or additions during your tenure as a member of the Committee.

Sincerely,

  
Christopher J. Scolese  
Acting Administrator

cc:  
OGC/Mr. Michael C. Wholley

National Aeronautics and  
Space Administration  
**Office of the Administrator**  
Washington, DC 20546-0001



June 9, 2009

Dr. Charles F. Kennel  
Director and Professor Emeritus  
Scripps Institution of Oceanography  
University of California, San Diego  
9500 Gilman Drive--MC 0221  
La Jolla, CA 92093-0210

Dear Dr. Kennel:

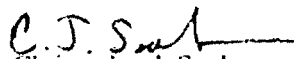
I am pleased that you have agreed to serve on the Review of Human Space Flight Plans Committee ("Committee"), a Federal advisory committee subject to the Federal Advisory Committee Act (5 U.S.C. App.). During your service, you will participate as a Special Government Employee in a review of NASA's human space flight programs. I believe your background and experience, including as an expert in a number of space-related sciences, make your contribution to this important effort exceptionally valuable. Your unique technical and management expertise makes your participation in this important national effort essential.

You have disclosed substantial stock interests in both The Boeing Company and Lockheed Martin Corporation. Both of those companies are likely to have substantial interests in the Committee work. Because of these interests, NASA must consider the possibility that your activities could have a direct and predictable effect on those interests. In order to address this possibility, the NASA General Counsel has reviewed and discussed your financial holdings with me.

As a result, I conclude and hereby certify that because the benefit that the United States stands to gain from the application of your experience and ability to the task at hand so greatly outweighs any potential conflict which might arise from your service, a waiver of these potential conflicts is justified. I reach this conclusion because the nature of these tasks and their importance to the Nation requires the participation of individuals, such as yourself, who have extensive experience in and detailed knowledge of the disciplines required to support human space flight. This critical requirement, in my view, outweighs the potential that the options presented by the Committee will have any direct effect on your financial interests. Therefore, under the authority given to me by 18 U.S.C. § 208(b)(3), the restrictions of 18 U.S.C. § 208(a) are hereby waived for your service on the Committee with respect to the interests listed above.

If you have any questions concerning this waiver, or if at any time during your service on the Committee you have any questions concerning conflicts of interest or other legal matters relevant to the Committee, do not hesitate to seek the advice of NASA's General Counsel, Michael C. Wholley, at (202) 358-2450. In addition, because this waiver is predicated on a discussion of your current financial holdings, please advise Mr. Wholley of any significant changes or additions during your tenure as a member of the Committee.

Sincerely,

  
Christopher J. Scolese  
Acting Administrator

cc:  
OGC/Mr. Michael C. Wholley

National Aeronautics and  
Space Administration  
Office of the Administrator  
Washington, DC 20546-0001



June 9, 2009

Dr. Sally K. Ride  
President and Chief Executive Officer  
Imaginary Lines, Inc.  
7972 La Jolla Scenic Drive N.  
La Jolla, CA 92037

Dear Dr. Ride:

I am pleased that you have agreed to serve on the Review of Human Space Flight Plans Committee ("Committee"), a Federal advisory committee subject to the Federal Advisory Committee Act (5 U.S.C. App.). During your service, you will participate as a Special Government Employee in a review of NASA's human space flight programs. I believe your background and experience, including as a former astronaut, make your contribution to this important effort exceptionally valuable. Also, your unique technical and management expertise makes your participation in this important national effort essential.

You have disclosed your position as a member on the Board of Trustees of The Aerospace Corporation ("Aerospace") and the salary resulting from that position. Aerospace is likely to have interests in the Committee work in two ways: (1) It is likely that your review will require you to consider matters in which Aerospace has conducted past research or written reports; and (2) It is possible that the Committee will want to contract with Aerospace to provide support work for the Committee. Because of these interests, NASA must consider the possibility that your activities as part of the Committee could have a direct and predictable effect on those interests. In order to address this possibility, the NASA General Counsel has reviewed and discussed your financial holdings with me.

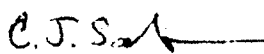
As a result, and as to issue (1) above, I conclude and hereby certify that because the benefit that the United States stands to gain from the application of your experience and ability to the task at hand so greatly outweighs any potential conflict which might arise from your service, a waiver of these potential conflicts is justified. I reach this conclusion because the nature of these tasks and their importance to the Nation requires the participation of individuals, such as yourself, who have extensive experience in and detailed knowledge of the disciplines required to support human space flight. This critical requirement, in my view, dwarfs the potential that the options presented by the Committee will have any direct effect on your financial interests. Therefore, under the authority given to me by 18 U.S.C. § 208(b)(3), the restrictions of 18 U.S.C. § 208(a) are

herby waived for your service on the Committee with respect to any consideration or discussion of past Aerospace research or reports

As to issue (2), however, I conclude that there would be no perceptible benefit to the United States from your direct involvement in the selection of Aerospace for any particular Committee support work. As such, NASA's interests do not outweigh the potential conflict that would result from your involvement in tasking Aerospace for any support work. If such matters come up for consideration by the Committee members, you should recuse yourself from any such discussion.

If you have any questions concerning this waiver, or if at any time during your service on the Committee you have any questions concerning conflicts of interest or other legal matters relevant to the Committee, do not hesitate to seek the advice of NASA's General Counsel, Michael C. Wholley, at (202) 358-2450. In addition, because this waiver is predicated on a discussion of your current financial holdings, please advise Mr. Wholley of any significant changes or additions during your tenure as a member of the Committee.

Sincerely,

  
Christopher J. Scolese  
Acting Administrator

cc:  
OGC/Mr. Michael C. Wholley

National Aeronautics and  
Space Administration  
**Office of the Administrator**  
Washington, DC 20546-0001



June 23, 2009

**TO:** Johnson Space Center  
Attn: OA/Deputy Program Manager, International Space Station Program

**FROM:** Acting Administrator

**SUBJECT:** Section 208(a) Waiver to Allow Participation Personally  
and Substantially in Official Capacity with Regard to International Space  
Station Matters Affecting The Boeing Company

You have requested a specific waiver of the statutory prohibition of 18 U.S.C. § 208(a), pursuant to 14 CFR Part 1207.102(c) and 5 CFR Parts 2635.402(d)(2) and 2640.301, so that you may participate personally and substantially in your official capacity as the Deputy Program Manager, International Space Station (ISS) Program in contractual and technical matters affecting the Boeing Company (Boeing).

I am considering this waiver in light of: (1) the need for your official participation in contractual and technical matters that could affect the financial interest of Boeing; and (2) your spouse's current employment with Boeing and, specifically, her contingent interest in a future stock distribution from the Boeing ShareValue Trust.

Since 2006, you have held the position of Deputy Manager, International Space Station Program. Boeing is a prime contractor supporting the ISS Program on the U.S. On-Orbit Segment Acceptance and Vehicle Sustaining Engineering Contract (Contract NAS15-10000). That contract was initially awarded on August 17, 1993, and was valued at approximately \$13.9 billion. The contract currently operates under a two-year extension until September 30, 2010, and is valued at approximately \$650 million. As Deputy Program Manager, your responsibilities include management of ISS contractor activities and the review of technical proposals relating to ISS design. Because of your spouse's financial interest in the Boeing ShareValue Trust, you are prohibited from becoming personally and substantially involved in matters that affect Boeing's financial interests. This prohibition has kept you from exercising approval authority over the recommendations of ISS Technical Review Boards and prohibited your involvement in the administration of ISS Program contracts and subcontracts awarded to Boeing.

Since (b)(6), your spouse has worked for Boeing as a Financial Analyst supporting Boeing's Space Shuttle Program Planning and Boeing's Constellation Program operations. Your spouse does not provide any support to Boeing's Contract NAS15-10000 or any other Boeing contracts or subcontracts connected to the ISS Program. Your

spouse's salary and continued employment as a Financial Analyst with Boeing are not dependent upon any Government contract with the ISS Program.

As part of your spouse's total compensation at Boeing, your spouse is enrolled in the Boeing ShareValue Trust. The ShareValue Trust is an employee stock-gifting program Boeing established in 1996 which rewards employees with shares of Boeing Common Stock if that stock meets or exceeds preset annual growth rates. On the advice of Johnson Space Center Counsel, your spouse tried to disenroll from the ShareValue Trust, but has been informed by Boeing that there is no mechanism available for her to do so. The financial interest at issue is quite likely valueless as current market conditions would suggest that no distribution from the Trust is likely to occur for the current investment period.

This waiver is intended to permit you to once again exercise authority over the administration of Boeing contracts and to permit you to participate in technical engineering and design decisions regardless of any impact they may have on Boeing contracts. The waiver extends to any involvement you may require regarding extensions to the Boeing ISS contract or recompetition of that contract prior to the expiration of the final Boeing ShareValue Trust Investment Period on June 30, 2010. In the unlikely event the Boeing ShareValue Trust distributes stock following the current and final investment period, this waiver would be intended to cover that stock interest as well, provided it falls below "de minimis" threshold levels. This waiver is premised upon the fact that your spouse's salary is derived from different particular matters than those you can affect in your position as ISS Deputy Program Manager. Should your spouse's responsibilities change so that her salary, or continued employment with Boeing, involves Boeing contracts or subcontracts administered by the ISS Program Office, you should immediately disqualify yourself from participating in any matters affecting Boeing's financial interest and contact Agency counsel.

I have determined that your wife's financial interest in the Boeing ShareValue Trust is not so substantial as to be deemed likely to affect the integrity of your services to the Government. On the foregoing basis, pursuant to my authority under 18 U.S.C. § 208(b)(1), I hereby grant the subject waiver with respect to your current financial interest in Boeing so you may participate personally and substantially in contractual and technical matters affecting that company.

  
Christopher J. Scolese



National Aeronautics and  
Space Administration  
Office of the Administrator  
Washington, DC 20546-0001



July 16, 2009

TO: Associate Administrator for Science Mission Directorate  
FROM: Acting Administrator  
SUBJECT: Waiver of 18 U.S.C. § 208 for Dr. Laurie Leshin

You have requested a specific waiver of the statutory prohibition of 18 U.S.C. § 208(a) to permit Dr. Laurie Leshin, the Deputy Director for Science and Technology, Goddard Space Flight Center, to participate in her official NASA capacity as president-elect and president of the Planetary Sciences Section (PSS) of the American Geophysical Union (AGU). Dr. Leshin is scheduled to serve as president-elect of PSS through June 30, 2010, and then as president from July 1, 2010, through June 30, 2012. Individuals filling such positions also serve as voting members of AGU's board of directors, which Dr. Leshin asks to do in her official NASA capacity.

It is in NASA's interests that Dr. Leshin be permitted to serve as an officer of AGU in her official capacity. The interests of NASA and AGU coincide to a significant degree. AGU is a nonprofit corporation with the stated purpose of promoting cooperation between and among scientific organizations with objectives of furthering knowledge in the geophysical sciences and related disciplines. Both NASA and AGU, therefore, seek to advance understanding of Earth and space science and disseminate that knowledge to the public. Being an elected officer of AGU will enhance Dr. Leshin's stature and, by extension, NASA's, within the scientific community and the interested public.

AGU's potential financial interest is not so substantial as to be likely to affect the integrity of Dr. Leshin's services to the Government. Specific actions that may come before her that could affect the financial interests of AGU include: (1) approving requests to use NASA funds for other NASA employees to attend AGU conferences or meetings; (2) speaking in an official NASA capacity, or directing a subordinate to speak, at any AGU conference or other meeting of the organization where attendance fees are charged; or (3) as a member of AGU's Council, providing advice and consultation with respect to, or otherwise conducting, the business affairs of AGU including voting on matters.

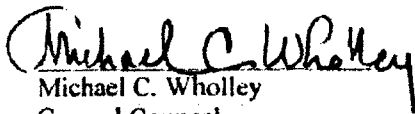
I find that the financial impact to AGU will not be very significant, and I find that the financial impact would not be so substantial as to be deemed likely to affect the integrity of Dr. Leshin's services to the Government. In an abundance of caution, however, Dr. Leshin's adjustments to duties, as stated in her request, are also approved as part of this waiver. Accordingly, Dr. Leshin is to recuse herself from the following duties: involvement in NASA or AGU decisions pertaining to NASA grants, contracts,

CRADAs, or Space Act Agreements with, or other NASA support to, AGU; approval of NASA travel and training authorizations for NASA employees to attend AGU meetings or conferences; preparation of requests from AGU to obtain Federal funds or manpower to support AGU activities; lobbying on behalf of AGU; and participation in fundraising activities by AGU.

The requisite coordination with the Office of Government Ethics has been accomplished. Accordingly, I hereby determine that Dr. Leshin's financial interests in the matter are not so substantial as to be deemed likely to affect the integrity of her services to the Government. Therefore, I grant Dr. Laurie Leshin a specific waiver of the statutory prohibition of 18 U.S.C. § 208(a), pursuant to 18 U.S.C. § 208(b)(1), so that she may participate personally and substantially in her NASA official capacity as the president-elect and president of PSS, AGU.

  
Christopher Scolese

- ☒ Recommend that the waiver be granted, subject to the terms and conditions as stated in the draft approval memorandum.
- ☐ Recommend that the waiver be denied.

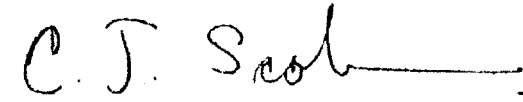
  
Michael C. Wholley  
General Counsel  
NASA

6/9/2009  
Date

DECISION:

☒ Waiver granted. See appended decisional memorandum

☐ Waiver denied.

  
Christopher Scolese  
Acting Administrator  
NASA

7/16/2009  
Date

National Aeronautics and Space Administration  
Headquarters  
Washington, DC 20546-0001



Reply to Astronaut

Waiver of Paragraph 2 of the Ethics Pledge

I have determined that it is in the public interest to grant a limited waiver of paragraph 2 of the Ethics Pledge set forth in Executive Order 13490, "Ethics Commitments by Executive Branch Personnel" (January 21, 2009) to Charles Bolden as Administrator of the National Aeronautics and Space Administration (NASA). Mr. Bolden had previously served as a consultant to SAIC and on the board of directors of GenCorp. Absent a waiver, Mr. Bolden would be prohibited by paragraph 2 of the Ethics Pledge from participating in any particular matter involving specific parties in which either SAIC or GenCorp is or represents a party. Mr. Bolden's knowledge of and expertise in current NASA programs are essential to making informed and timely decision-making about the future of NASA and its programs. His ability to engage in such decision-making as the head of NASA is in the public interest and fundamental to NASA's ability to remain in the forefront of space exploration. This waiver is granted with the understanding that Mr. Bolden will comply with the limitations set forth below, the remaining provisions of the Executive Order and with all pre-existing government ethics rules.

I authorize Mr. Bolden to participate only at the policy or program level in particular matters involving SAIC and/or GenCorp. This waiver is deemed applicable only in those limited circumstances when such a policy or program matter involves SAIC and/or GenCorp as a party and rises to the level of Administrator review. The authorization does not remove the bar on engaging in one-on-one meetings or communications with either entity as set forth in Executive Order 13490. This waiver does not authorize Mr. Bolden to participate in contracting matters, including contract determinations, involving SAIC or GenCorp as a party or to participate in those particular matters involving specific parties in which he participated as a consultant for SAIC or as a director for GenCorp.

Dated:

*July 23, 2009*

NASA

*Charles D. Bolden*  
Designated Agency Ethics Official



April 21, 2010

TO: Kennedy Space Center  
Attn: Ms. Josephine Burnett

FROM: Administrator

SUBJECT: Specific Waiver of 18 U.S.C. § 208 for Ms. Josephine Burnett to Participate in the Checkout Assembly and Payload Processing Services (CAPPS) Contract

You have requested a specific waiver of the statutory prohibition of 18 U.S.C. § 208(a) in order to participate personally and substantially in the CAPPS contract. Pursuant to 18 U.S.C. § 208(b), I find that your financial interest in the matter is not so substantial as to be deemed likely to affect the integrity of your services to the Government and, accordingly, I grant the waiver.

Mr. Robert Cabana, Director of the Kennedy Space Center (KSC), has proposed to promote you to the position of Director of the International Space Station (ISS) and Spacecraft Processing Directorate (UB) at KSC, the duties of which require participation in the CAPPS contract. Your spouse is employed by the Boeing Space Operations Company as a manager in the Hoist and Transporter Engineering Department under the Mission Management and Operations Division, which operates under the CAPPS contract. Therefore, you will be required to participate in a particular matter in which you have a financial interest.

As detailed in the Center Director's memorandum in support of your request and the Center Chief Counsel's Legal Recommendation, circumstances indicate that your ability to affect your husband's employment (the financial interest imputed to you) will be limited. Your spouse's compensation package, retirement plan, and bonus plan are not tied to the CAPPS contract fee award determination. Additionally, as UB Director, you will have neither direct involvement with the Boeing department in which your spouse works, nor day-to-day official interaction with your spouse. The CAPPS contract itself is tied to Shuttle fly-out, having already reached its maximum value, and will diminish in terms of work and value in coming years.

Further limiting the potential effect on your financial interest, you have recused yourself from any involvement in CAPPS contract management responsibilities, to include making changes to the CAPPS contract, and inspecting and accepting contract work. You have recused yourself from making decisions as to whether any future project requirements (contract requirements that are not currently under the CAPPS contract) will be performed by Boeing and from any involvement in the award fee process under the CAPPS contract.

I find that you have made a full disclosure of your financial interest and all other relevant facts. The Office of Government Ethics has been consulted on your request and has raised no objection to a waiver being granted according to the terms described in this memo. I concur with the Center Director and find that your financial interest in the CAPPS contract is not so substantial as to be deemed likely to affect the integrity of your service as UB Director. Pursuant to 18 U.S.C. § 208(b)(1), and subject to the terms of your recusal, your request for a specific waiver of the statutory prohibition of 18 U.S.C. § 208(a) is granted, and you may participate personally and substantially in the CAPPS contract as UB Director.

CONCURRENCE:

mw Concur in granting the waiver, subject to the terms and conditions as stated in this approval memorandum.

\_\_\_\_ Nonconcur in granting the waiver.

Michael C. Wholley  
Michael C. Wholley  
Designated Agency Ethics Official

4/15/2010  
Date

DECISION:

[Signature] Waiver granted.

\_\_\_\_ Waiver denied.

[Signature]  
Charles F. Bolden, Jr.

4/21/10  
Date

cc:

HQ/SOMD/Mr. Gerstenmaier  
HQ/OGC/Mr. Wholley  
KSC/Mr. Cabana