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Description of document: Concluding document(s) from twelve (12) National Aeronautics and Space Administration (NASA) Office of Inspector General (OIG) investigations, 2012-2014

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Source of document: Office of Inspector General
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MAY 20 2014

SUBJECT: Freedom of Information Act (FOIA) Request

In a Freedom of Information Act (FOIA) request dated March 17, 2014, you provided a list of thirteen closed NASA OIG Investigations and requested "a copy of the concluding document(s) associated with each" of the listed investigations. Please find enclosed with this letter twelve of the thirteen concluding documents you requested.

The thirteenth requested closing memo, for case O-JP-11-0200-P, is being withheld from release in its entirety pursuant to 5 U.S.C. § 552(b)(7)(A), which exempts from disclosure under the FOIA information compiled for law enforcement purposes, the disclosure of which could reasonably be expected to interfere with enforcement proceedings. Although investigation O-JP-11-0200-P is closed, a closely related investigation remains open and active, and I have determined that release of information from O-JP-11-0200-P would be reasonably expected to interfere with that related, open investigation.

Some portions of the twelve enclosed concluding documents are non-releasable based upon exemptions 5 U.S.C. § 552(b)(5), 5 U.S.C. § 552(b)(6), 5 U.S.C. § 552(b)(7)(A) (mentioned above), 5 U.S.C. § 552(b)(7)(C), 5 U.S.C. § 552(b)(7)(D), and 5 U.S.C. § 552(b)(7)(E) of the FOIA. Exemption (b)(5) protects "inter-agency or intra-agency memorandums or letters which would not be available by law to a party [...] in litigation with the agency," and encompasses the deliberative process privilege, the attorney work-product privilege, and the attorney-client privilege. Exemption (b)(6) of the FOIA exempts from disclosure personnel and similar files, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy. Exemption (b)(7)(C) provides protection for law enforcement information the disclosure of which "could reasonably be expected to constitute an unwarranted invasion of personal privacy." Federal courts interpreting Exemption (b)(7)(C) have long recognized that, in the case of records related to investigations by criminal law enforcement agencies, the mention of an individual's name in a law enforcement file will engender comment and speculation and carries a stigmatizing connotation. Exemption (b)(7)(C) is also routinely applied to protect the personal privacy interests of law enforcement personnel involved in conducting investigations. Exemption (b)(7)(D) provides protection for "records of

information compiled for law enforcement purposes which could reasonably be expected to disclose the identity of a confidential source.” Exemption (b)(7)(E) permits the withholding of records or information compiled for law enforcement purposes that would disclose techniques and procedures for law enforcement investigations or prosecutions. The non-releasable portions of the enclosed documents have been redacted and annotated to note the authority under which each redaction has been made.

Fees associated with processing this request are under \$15.00 and therefore in accordance with 14 CFR § 1206.700(i)(2) are not being charged.

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

You have the right to appeal this initial determination to the Deputy Inspector General. Under 14 CFR §1206.605(b), the appeal must (1) be in writing; (2) be addressed to the Deputy Inspector General, NASA Headquarters, Washington, DC 20546; (3) be identified clearly on the envelope and in the letter as an “Appeal under the Freedom of Information Act”; (4) include a copy of the request for the Agency record and a copy of the adverse initial determination; (5) to the extent possible, state the reasons why the requester believes the adverse initial determination should be reversed; and (6) be sent to the Deputy Inspector General within 30 calendar days of the date of receipt of the initial determination.

Sincerely,

A handwritten signature in black ink, appearing to read 'KH Winters', with a stylized flourish at the end.

Kevin H. Winters
Assistant Inspector General for
Investigations
OIG FOIA Officer – Investigations

Enclosures



O-JP-05-0048-O

May 10, 2012

LOCKHEED MARTIN SPACE SYSTEMS

CASE CLOSING MEMORANDUM: In late 2004, the NASA, Office of Inspector General (OIG), Long Beach Resident Agency in Long Beach, CA initiated an investigation of NASA's Genesis mission after the spacecraft crashed in the Utah Desert on September 8, 2004. On that date, the Genesis spacecraft returned to Earth where it was designed to deploy parachutes and culminate its' mission with a helicopter capture in mid-air prior to touching the ground. However, the parachutes failed to deploy and the spacecraft crashed into the Utah Desert floor.

The Genesis mission was a \$264-million joint project contracted with Lockheed Martin Space Systems (LMSS), Littleton, CO., who developed and operated the spacecraft. NASA's Jet Propulsion Laboratory (JPL), Pasadena, CA, managed the Genesis mission for NASA's Science Mission Directorate. The Genesis spacecraft spent nearly three years about 1 million miles from Earth gathering delicate samples of the solar wind.

Subsequent to the crash of the Genesis spacecraft, NASA Headquarters in Washington, D.C., appointed a Mishap Investigation Board (MIB) to independently conduct an investigation and document its findings of the catastrophe. The focus of the MIB investigation was on the gravity switch (G-switch). The responsible engineers believed that the circuit board where the G-switch was installed was designed incorrectly and did not register the effects of the descending spacecraft's return to Earth.

The investigation revealed the following: A faulty design in the Genesis spacecraft was not detected because LMSS failed to perform the prototype testing during the developmental, and construction phases of the spacecraft; LMSS failed to conduct adequate inspections to catch the faulty design once the spacecraft was completed; LMSS failed to perform adequate testing on the avionics box that housed the G-switch, which was to trigger the parachute sequence during Genesis' return to Earth; LMSS failed to perform the centrifuge test (also known as the G-switch Testing) because of project cost and schedule.

The investigation also revealed that the execution of the G-switch Testing would have caught the design flaw. The tests were not done due to potential damage to the spacecraft and because the same type of tests were previously done on the Stardust spacecraft but the Genesis avionics box was placed in a different section of the spacecraft in relation to the Stardust project. The Lockheed Martin Genesis team did not completely understand the heritage between the two (2) boxes and the Stardust team and the Genesis team failed to communicate with one another regarding the issues at hand. The investigation revealed that LMSS was pressed for time and funds, and therefore made the decision not to conduct the centrifuge or G-switch tests. Further, LMSS failed to tell JPL that they had not conducted the tests.

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the Genesis case will be closed with no further action needed.

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

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O-LB-06-0595-0

July 30, 2012

RAYTHEON COMPANY, ET AL.

CASE CLOSING: On June 9, 2006, a Qui Tam Complaint, Case No. CV06-3614, was filed under seal in the United States District Court for the Central District of California. The aforementioned complaint alleged that the RAYTHEON COMPANY (RAYTHEON) and NORTHROP GRUMMAN CORPORATION (NORTHROP) violated Title 31 U.S.C. §3729-3230 (the False Claims Act). NORTHROP was the prime contractor on the National Polar-Orbiting Operational Environmental Satellite System (NPOESS). RAYTHEON, was a subcontractor to NORTHROP and was responsible for the design, development and production of the Visible Infrared Imaging Radiometer Suite (VIIRS), a component of the NPOESS.

The above Qui Tam relator was a former employee of defendant RAYTHEON COMPANY and was responsible for certain aspects of the technological development for the NPOESS program. In particular, the relator's (and RAYTHEON's) work focused on the VIIRS, which was intended to be a state-of-the-art sensor designed to provide highly detailed imagery of global storm patterns and high-resolution atmospheric imagery. The relator's complaint focused on RAYTHEON's manufacture of the VIIRS and included, inter alia, allegations that RAYTHEON failed to prevent manufacturing defects regarding electrostatic discharge (ESD) on VIIRS, RAYTHEON's failure to prevent use of prohibited materials on VIIRS, co-mingled spaceflight and non-spaceflight parts on VIIRS, RAYTHEON's failure to include an alternative power source on VIIRS, and RAYTHEON's failure to satisfy component traceability requirements.

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NASA OIG recommends, that at this time, this investigation be closed.

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

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O-KE-09-0386-S

July 23, 2012

PROACTIVE: INVESTIGATION OF SBIR & STTR FRAUD

INFORMATION MEMORANDUM/CLOSING: From August of 2009 to July of 2012, the Reporting Agent (RA) actively worked on this proactive investigation identifying potential Small Business Innovation Research (SBIR) fraud, and Small Business Transfer Technology Research (STTR) fraud. Specifically, the RA conducted a review of SBIR/STTR companies located in the state of Florida who submitted SBIR/STTR phase 1 and/or phase 2 proposals to NASA from 2005 to present. Furthermore, the RA also reviewed all SBIR/STTR companies across the United States who have had phase 1 and/or phase 2 SBIR/STTR contracts specifically with Kennedy Space Center (KSC) since 2005.

During this entire proactive investigation, the RA conducted the following steps which included, but were not limited to: (1) Identifying all proposals and contracts awarded to SBIR/STTR companies located in Florida from 2005 to present through the REI Systems NASA SBIR/STTR database; (2) Identifying all proposals and contracts awarded to SBIR/STTR companies outside the state of Florida who had KSC contracts from 2005 to present through the REI Systems NASA SBIR/STTR database; (3) Thoroughly reviewing all proposals, contracts, deliverables, and other documents associated with these proposals and contracts to identify any questionable activity or fraud indicators; (4) Researching public records and conducting internet research to determine whether companies had legitimate business locations and websites; (5) Serving OIG subpoenas on questionable company bank accounts to identify suspicious transactions, (6) Analyzing bank records obtained from OIG subpoenas; (7) Identifying and documenting those specific companies which contained fraud indicators; (8) Spinning off multiple investigations involving allegations of SBIR/STTR fraud (9) Coordinating with other SBIR/STTR Federal Agencies to cross reference companies and generate additional leads and cases; and (10) Implementing other investigative techniques to identify potential fraud.

Florida SBIR/STTR Companies with NASA Awards

With regards to the SBIR/STTR companies located in Florida, the RA established that from 2005 to present, 38 companies located in Florida obtained phase 1 and/or phase 2 SBIR/STTR contracts from NASA. Based on the RA's in-depth review of all 38 companies, the RA did not identify questionable activity or fraud indicators among 27 companies. That is on almost every occasion the RA identified legitimate business addresses, operable business facilities, thorough well designed websites, full disclosures on contract proposals and deliverables with respect to research and company employees, reasonable budget allocations, and fully staffed companies

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with what appeared to be legitimate business structures. However, the RA did identify questionable activity and fraud indicators among the following 11 companies located in Florida which included:

(b)(5), (b)(7)(A)

(b)(5)

6) New Era Technology, Inc. - Gainesville

(b)(5), (b)(7)(A)

[Agent's Note: All of the above companies were later spun off into separate preliminary investigations, except for NETECH which was already an open investigation that was not originally part of this proactive case.]

(b)(5), (b)(7)(A)

(b) (5)

have been investigated and are now closed.

(b)(5), (b)(7)(A)

have recently been spun off into preliminary investigations].

Non-Florida SBIR/STTR Companies with KSC Awards

With regards to the SBIR/STTR companies located outside the state of Florida, but who had SBIR/STTR contracts with KSC, the RA established that from 2005 to present, 62 companies located outside of Florida obtained phase 1 and/or phase 2 SBIR/STTR contracts from KSC. Based on the RA's in-depth review of all 62 companies, the RA did not identify questionable activity or fraud indicators among 57 companies. That is on almost every occasion the RA identified legitimate business addresses, operable business facilities, thorough well designed websites, full disclosures on contract proposals and deliverables with respect to research and company employees, reasonable budget allocations, and fully staffed companies with what appeared to be legitimate business structures. However, the RA did identify questionable activity and fraud indicators among 5 of those companies located outside the state of Florida, which included:

(b)(5), (b)(7)(A)

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[Agent's Note: The RA determined that both (b)(5), (b)(7)(A) were already opened by NASA OIG Agents in different field offices. The RA further determined that (b)(5), (b)(7)(A) with no identifiable NASA harm. However, the NASA OIG KSC office recently spun off two separate investigations on (b)(5), (b)(7)(A) which are currently being investigated].

Coordination with other Federal Agencies

With regards to other companies that were identified during this investigation through outreach and coordination with other agencies such as the National Science Foundation OIG, the RA identified the following companies of interest to include (b)(5), (b)(7)(A) (b)(5) (b) (5) were not spun off into separate investigations, but the cases were resolved within the proactive investigation. However, (b)(5), (b)(7)(A) was eventually spun off and is actively being investigated (b)(5), (b)(7)(A)

In total, the RA conducted in depth reviews of approximately 100 SBIR/STTR companies across the United States. As a direct result from this proactive investigation, 12 separate cases have been spun off into official preliminary investigations with possible criminal violations and potential civil remedies. As of this date, there are no additional companies to review in Florida, or companies to review outside of Florida that have KSC contracts. This matter is officially closed.

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

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O-AR-11-0256-HL-S

March 6, 2012

ALLEGED INAPPROPRIATE RELATIONSHIP WITH AMES (b)(6), (b)(7)(C)

CASE CLOSING MEMORANDUM: This investigation was initiated in response to a March 30, 2011 hotline complaint received by NASA Office of Inspector General (OIG), Headquarters, Washington, D.C. The hotline complaint alleged that (b)(6), (b)(7)(C) (b)(6), (b)(7)(C), Ames Research Center (ARC), had an inappropriate relationship with (b)(6), (b)(7)(C) and that (b)(6), (b)(7)(C) had direct control over them. It was further alleged that many of these employees feared retaliation by the office of the (b)(6), (b)(7)(C).

Interviews of past and present (b)(6), (b)(7)(C) employees and NASA civil servants (b)(6), (b)(7)(C), revealed two specific allegations: 1) charges that (b)(6), (b)(7)(C) may have inappropriately influenced the awarding of the (b)(6), (b)(7)(C) contract, and 2) charges that (b)(6), (b)(7)(C) had inappropriately influenced the hiring of (b)(6), (b)(7)(C) current civil servant position as (b)(6), (b)(7)(C).

Investigation of these issues disclosed that while (b)(6), (b)(7)(C)'s management style showed a "hands on" approach to (b)(6), (b)(7)(C) employees, there was little evidence that challenges faced by the (b)(6), (b)(7)(C) and its employees were related to (b)(6), (b)(7)(C) having inappropriate influence over, or connections to the (b)(6), (b)(7)(C) the outcome of its bid, or with its (b)(6), (b)(7)(C). Additionally, although there was witness testimony and admissions by both (b)(6), (b)(7)(C) and (b)(6), (b)(7)(C) of their after-work private meetings in (b)(6), (b)(7)(C)'s ARC office,¹ it is not evident that (b)(6), (b)(7)(C) was hired (b)(6), (b)(7)(C) in an inappropriate manner.

Awarding of the (b)(6), (b)(7)(C)

According to (b)(6), (b)(7)(C) ARC, the (b)(6), (b)(7)(C) period of performance began on (b)(6), (b)(7)(C) and is scheduled to end on (b)(6), (b)(7)(C). (b)(6), (b)(7)(C) said the (b)(6), (b)(7)(C) is a "fixed price," contract, and as such, is reaching its contract value, which will most likely occur in 2012. (b)(6), (b)(7)(C) said (b)(6), (b)(7)(C) company which is

¹ Two witnesses testified that they were personally aware of private meetings between (b)(6), (b)(7)(C) and (b)(6), (b)(7)(C) in (b)(6), (b)(7)(C)'s office after normal work hours. (b)(6), (b)(7)(C) separately stated in interviews that they were discussing (b)(6), (b)(7)(C) and that (b)(6), (b)(7)(C) was (b)(6), (b)(7)(C). (b)(6), (b)(7)(C) denied any quid pro quo agreements or an inappropriate relationship with (b)(6), (b)(7)(C).

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classified as part of a group of minority or women-owned entities, and with which NASA is required to do business, per federal government regulations.

(b)(6), (b)(7)(C) said the contract was first awarded to (b)(6), (b)(7)(C) a company preferred by (b)(6), (b)(7)(C) and (b)(6), (b)(7)(C) and subsequent awarded to (b)(6), (b)(7)(C), (b)(6), (b)(7)(C) was the Source Selection Authority and responsible for awarding the contract to (b)(6), (b)(7)(C). (b)(6), (b)(7)(C)'s role as the (b)(6), (b)(7)(C) allowed (b)(6), (b)(7)(C) to be briefed about the status of the contract. (b)(6), (b)(7)(C) said that the award was completed per standard operating procedure.²

(b)(6), (b)(7)(C) was unaware of any influence from (b)(6), (b)(7)(C) in regard to the awarding of the (b)(6), (b)(7)(C) contract, particularly as (b)(6), (b)(7)(C) had been leaning favorably toward (b)(6), (b)(7)(C). (b)(6), (b)(7)(C) was also unaware of any allegations made against (b)(6), (b)(7)(C), as neither the (b)(6), (b)(7)(C) nor (b)(6), (b)(7)(C) had mentioned problems with the (b)(6), (b)(7)(C).

According to (b)(6), (b)(7)(C), (b)(6), (b)(7)(C) is accustomed to working with "cost" type contracts rather than "fixed-price" contracts, and as such, has a tendency to try to direct the actions of the (b)(6), (b)(7)(C). (b)(6), (b)(7)(C) stated that (b)(6), (b)(7)(C) had to constantly remind (b)(6), (b)(7)(C) not to have direct contact with contract employees. (b)(6), (b)(7)(C) described (b)(6), (b)(7)(C) as a "hands on" manager.

Additionally, (b)(6), (b)(7)(C) said (b)(6), (b)(7)(C) wanted to be briefed on events occurring at the ARC (b)(6), (b)(7)(C) due to previous problems the (b)(6), (b)(7)(C) had in (b)(6), (b)(7)(C). (b)(6), (b)(7)(C) said there had been a recent restructuring of the (b)(6), (b)(7)(C) which included the hiring of (b)(6), (b)(7)(C) who was assigned to oversee the contract employees. (b)(6), (b)(7)(C) terminated a few (b)(6), (b)(7)(C) since (b)(6), (b)(7)(C) appointment, and the office has been running more smoothly.

Hiring of (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) ARC, said (b)(6), (b)(7)(C) selected (b)(6), (b)(7)(C) as the (b)(6), (b)(7)(C) for the (b)(6), (b)(7)(C) in December 2010. (b)(6), (b)(7)(C) said (b)(6), (b)(7)(C) was (b)(6), (b)(7)(C) for the first one and a half months after (b)(6), (b)(7)(C) was hired as a civil servant, but that (b)(6), (b)(7)(C) no longer (b)(6), (b)(7)(C) the (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) is (b)(6), (b)(7)(C)'s current immediate supervisor, and (b)(6), (b)(7)(C) to (b)(6), (b)(7)(C) replaced (b)(6), (b)(7)(C) who supervised (b)(6), (b)(7)(C) from March 2009 to January 2011.

(b)(6), (b)(7)(C) said (b)(6), (b)(7)(C) alone decided to select (b)(6), (b)(7)(C) for the civil service (b)(6), (b)(7)(C) position, and that (b)(6), (b)(7)(C) was one of five candidate applicants after the position was announced externally. (b)(6), (b)(7)(C) said (b)(6), (b)(7)(C) had two years of prior experience working in the ARC (b)(6), (b)(7)(C) as an (b)(6), (b)(7)(C).

² A full discussion of the process is documented in the NASA OIG Reporting System, "Email contact with (b)(6), (b)(7)(C) regarding awarding of (b)(6), (b)(7)(C) at the ARC," posted October 26, 2011.

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employee (b)(6), (b)(7)(C) stated that (b)(6), (b)(7)(C) relied on (b)(6), (b)(7)(C) resume and related previous work experience in making (b)(6), (b)(7)(C) decision.

(b)(6), (b)(7)(C) said no internal (civil service) candidate from the ARC (b)(6), (b)(7)(C) made the certification list that was provided by the ARC Human Resources (HR) office for the (b)(6), (b)(7)(C) position. The external applicants included two individuals from outside ARC, two contractors working at ARC but not employed by (b)(6), (b)(7)(C), and (b)(6), (b)(7)(C). (b)(6), (b)(7)(C) said (b)(6), (b)(7)(C) consulted with (b)(6), (b)(7)(C) who told (b)(6), (b)(7)(C) that (b)(6), (b)(7)(C) did not have to interview the other applicants, so (b)(6), (b)(7)(C) only interviewed (b)(6), (b)(7)(C). (b)(6), (b)(7)(C) said the process was “sped-up” due to an “imminent hiring freeze.”

(b)(6), (b)(7)(C) said (b)(6), (b)(7)(C) did not coach (b)(6), (b)(7)(C) before (b)(6), (b)(7)(C) was selected for the NASA (b)(6), (b)(7)(C) position, and denied that (b)(6), (b)(7)(C) was coached by (b)(6), (b)(7)(C). (b)(6), (b)(7)(C) stated that (b)(6), (b)(7)(C) does not fear (b)(6), (b)(7)(C) and that (b)(6), (b)(7)(C) had made no promises or threats toward (b)(6), (b)(7)(C) related to the selection of (b)(6), (b)(7)(C) for the civil servant position. (b)(6), (b)(7)(C) reiterated that there was no panel created to select (b)(6), (b)(7)(C) and that (b)(6), (b)(7)(C) alone made the decision to hire (b)(6), (b)(7)(C) with guidance from (b)(6), (b)(7)(C). (b)(6), (b)(7)(C) said no one tried to influence or pressure (b)(6), (b)(7)(C) in (b)(6), (b)(7)(C) decision-making.

(b)(6), (b)(7)(C) said the NASA (b)(6), (b)(7)(C) position was initially announced internally and civil servant (b)(6), (b)(7)(C) applied for the position. (b)(6), (b)(7)(C) currently works in the ARC (b)(6), (b)(7)(C) and thus (b)(6), (b)(7)(C) is experienced. However, (b)(6), (b)(7)(C) informed (b)(6), (b)(7)(C) that (b)(6), (b)(7)(C) did not qualify for a GS-12 (the level advertised) due to (b)(6), (b)(7)(C) lack of time in-grade, so (b)(6), (b)(7)(C) could not be selected for the position. (b)(6), (b)(7)(C) said the ARC HR office told (b)(6), (b)(7)(C) that (b)(6), (b)(7)(C) had been the only internal candidate who applied for the (b)(6), (b)(7)(C) position at ARC.

(b)(6), (b)(7)(C) said (b)(6), (b)(7)(C) met with (b)(6), (b)(7)(C) and the two of them approached (b)(6), (b)(7)(C) to explain the situation involving (b)(6), (b)(7)(C). They asked (b)(6), (b)(7)(C) for permission to re-announce the NASA (b)(6), (b)(7)(C) position externally. (b)(6), (b)(7)(C) said (b)(6), (b)(7)(C) agreed, as (b)(6), (b)(7)(C) informed them there was an “imminent hiring freeze”³ which permitted the external job announcement.

Conclusion

Based on the information determined by this investigation, there does not appear to be impropriety in the contracting of travel services to the ARC (b)(6), (b)(7)(C) (b)(6), (b)(7)(C), or other parties involved in this matter. Additionally, there is no clear indication that (b)(6), (b)(7)(C) was hired as a civil servant in an inappropriate manner. This case will therefore be closed.

³ Based on OIG request, (b)(6), (b)(7)(C) provided an October 12, 2011 e-mail response he requested from (b)(6), (b)(7)(C) which stated in pertinent part: “Hi (b)(6), (b)(7)(C). There was never any official HR documentation of a potential hiring freeze.” However, (b)(6), (b)(7)(C) defended (b)(6), (b)(7)(C) position related to the “imminent hiring freeze,” stating that this information had been relayed to (b)(6), (b)(7)(C) by the ARC Center Director and his Deputy, that the position was critical, and that it was imperative it be filled as soon as possible.

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DRAFT

Prepared by: (b)(6), (b)(7)(C)
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O-AR-11-0384-P

February 2, 2012

ALLEGED INAPPROPRIATE RELATIONSHIP WITH ARC CONTRACTOR

CASE CLOSING MEMORANDUM: This case was initiated when an anonymous complainant provided information that NASA civil servant, (b)(6), (b)(7)(C), (b)(6), (b)(7)(C), (b)(6), (b)(7)(C), (b)(6), (b)(7)(C), (b)(6), (b)(7)(C), Ames Research Center (ARC), and (b)(6), (b)(7)(C), (b)(6), (b)(7)(C), (b)(6), (b)(7)(C), ARC, may have been having an inappropriate relationship, and that a possible conflict of interest could exist due to their respective positions at the ARC. The complainant alleged that (b)(6), (b)(7)(C) had a supervisory role over (b)(6), (b)(7)(C) and may have had input into (b)(6), (b)(7)(C) continued employment at the ARC, and that (b)(6), (b)(7)(C) may also have had oversight and input regarding funds used to pay (b)(6), (b)(7)(C) salary.

Investigation determined that there appeared to be no conflict of interest in (b)(6), (b)(7)(C)'s relationship with (b)(6), (b)(7)(C) in that there was little overlap with (b)(6), (b)(7)(C)'s position as a non-supervisory GS-15 civil servant and (b)(6), (b)(7)(C)'s role as a (b)(6), (b)(7)(C) during timeframes relevant to their personal relationship. Interviews with (b)(6), (b)(7)(C)'s and (b)(6), (b)(7)(C)'s respective supervisory chains as well as their various co-workers revealed that although (b)(6), (b)(7)(C) may have been in a position to advocate on behalf of (b)(6), (b)(7)(C), (b)(6), (b)(7)(C) took steps to recuse (b)(6), (b)(7)(C) from direct projects affecting (b)(6), (b)(7)(C) as well as to minimize appearances of impropriety. (b)(6), (b)(7)(C) also attempted to reduce (b)(6), (b)(7)(C) exposure to a conflict of interest situation via his December 2010 self-disclosure of (b)(6), (b)(7)(C) relationship with (b)(6), (b)(7)(C) to ARC legal counsel (b)(6), (b)(7)(C).

Although (b)(6), (b)(7)(C) had obtained (b)(6), (b)(7)(C) Ph.D under the leadership of (b)(6), (b)(7)(C) Professor, from the University of (b)(6), (b)(7)(C) and (b)(6), (b)(7)(C) obtained a grant from (b)(6), (b)(7)(C) grant funds from the (b)(6), (b)(7)(C) were independent of (b)(6), (b)(7)(C)'s employment at the ARC, and NASA was not funding or directing (b)(6), (b)(7)(C) work.

Because (b)(6), (b)(7)(C) does not control any funding sources, has only technical roles in projects, and because there is no compelling information from any source suggesting that there was an actionable impropriety, this preliminary case will be closed.

Prepared by: (b)(6), (b)(7)(C) ARC
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O-MA-11-0388-S

August 21, 2012

NICARAGUA MOON ROCK POTENTIAL RECOVERY

Marshall Space Flight Center, AL 35812

CASE CLOSING: On July 5, 2011, (b)(6), (b)(7)(C) contacted this office regarding a "moon rock trophy" which was part of the estate of Robert Edwards Stupak (decedent), for which (b)(6), (b)(7)(C). According to (b)(6), (b)(7)(C) the "moon rock trophy" had been presented to the Republic of Nicaragua in the 1970's by former U.S. President Richard Nixon and was purchased by Stupak from (b)(6), (b)(7)(C) in 1987, for \$10,000 plus 200,000 shares of restricted stipulation in "Las Vegas Vegas World Corporation". Furthermore, (b)(6), (b)(7)(C) explained that at the time of purchase affidavits were written regarding the legitimacy of the "moon rock trophy" and that it legally came into the possession of (b)(6), (b)(7)(C) prior to (b)(6), (b)(7)(C) selling it to Stupak.

(b)(6), (b)(7)(C) stated as a stipulation of the probate proceedings related to Stupak's estate, (b)(6), (b)(7)(C) had sent the Republic of Nicaragua Embassy in Washington DC a letter dated March 15, 2011, to ascertain their position on Stupak's ownership and their interest in the "moon rock trophy". According to (b)(6), (b)(7)(C) the Republic of Nicaragua has not indicated any position regarding the "moon rock trophy" and they were unresponsive to the letter.

According to information found on the internet, moon rocks were given as "goodwill" gifts to 135 nations in 1973 by President Nixon to include Nicaragua. According to one news article, Nicaragua had reported their moon rock "goodwill gift" as missing. In addition, an internet posting on www.collectspace.com regarding the location of the Goodwill Moon Rocks denotes Nicaragua's as being unknown.

A review of a similar NASA Office Inspector General (OIG) investigation (0-JS-10-0060-P) provided additional historical information regarding the Goodwill Moon Rocks. According to Gary E. Lofgren, Lunar Curator, Johnson Space Center (JSC), NASA advised that the Goodwill Moon Rocks were encased in an acrylic dome about 2 inches in circumference. NASA gave the samples to the U.S. Department of State (DOS), who in turn attached them to a wooden plaque with the flag of the recipient country for presentation. Lofgren said that these moon rocks were the only lunar samples that the U.S. Government had relinquished ownership rights. There was very little historical information available to trace these Goodwill samples due to limited record keeping and NASA did not have records after providing the samples to the DOS.

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On July 7, 2011, this office initiated an administrative investigation to document the recovery of the Goodwill Moon Rock gift presented to the Republic of Nicaragua for authentication and possible return to the Nicaraguan Government.

Over the next several months, the Reporting Agent (RA) coordinated with multiple Federal entities and the Nicaraguan Embassy in an effort to identify ownership of the moon rock trophy. Coordination with Homeland Security Investigations (HSI) of the U.S. Department of Homeland Security, revealed that there were no records validating the affidavit of (b)(6), (b)(7)(C), provided as part of (b)(6), (b)(7)(C) sale of the "moon rock trophy" to Robert Stupak or of (b)(6), (b)(7)(C) travelling into or out of the United States in 1986.

On December 20, 2011, NASA OIG made a formal request to the Nicaraguan Embassy requesting determination of Nicaragua's interest in the "moon rock trophy's" return. On February 8, 2012, an official reply came to NASA OIG from Francisco Campbell, Nicaraguan Ambassador to the United States, indicating his government's interest in continuing to work with the NASA OIG toward the return of the "Nicaraguan Goodwill Moon Rock to its rightful place".

On May 21, 2012, NASA OIG received from (b)(6), (b)(7)(C) what was believed to be the original Nicaraguan Goodwill Moon Rock presented to Nicaragua by President Nixon.

On May 25, 2012, NASA OIG provided Lofgren the lunar material for examination. Lofgren stated the sample moon rock was genuine with 99% accuracy. He added that the only way to be certain was to conduct destructive testing on the sample. Lofgren provided an email, dated May 25, 2012 in which he stated, "I examined the Apollo 11 display sample presented to Nicaragua by President Nixon in the early 1970's to determine if it is authentic. My determination is that the display is authentic. The size and shape of the mounting for the Apollo 11 rocks fragments is identical to know display samples and the samples contained in the mount are real lunar material."

On May 31, 2012, Kevin Winters, Assistant Inspector General for Investigations, NASA OIG, and Matt Kochanski, Deputy Assistant Inspector General for Investigations, NASA OIG, transferred the Apollo 11 Moon Rock with the Nicaraguan flag to Albert Condes, Deputy Assistant Administrator, Office of International & Interagency Relations (OIIR), NASA. The OIIR will handle the return of the Apollo 11 Moon Rock to the government of Nicaragua via DOS.

On July 13, 2012, (b)(6), (b)(7)(C), OIIR, NASA, informed the RA that the repatriation process of the Apollo 11 Moon Rock to Nicaragua was pending a final decision by DOS regarding repatriation. On August 13, 2012, the RA received an update from (b)(6), (b)(7)(C) stating that DOS had not yet made a decision regarding repatriation. (b)(6), (b)(7)(C) informed the RA that (b)(6), (b)(7)(C) would keep NASA OIG and HSI abreast of the final decision and any official repatriation ceremony that may occur.

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At this time, this matter is being closed because no further activity is required of NASA OIG. The DOS will make the official decision regarding repatriation of the Apollo 11 Moon Rock and DOS or NASA OIIR will handle any further coordination with the Nicaraguan Government.

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

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O-AR-11-0390-P

October 5, 2012

ALASKA MOON ROCK

CASE CLOSING : On October 1, 2012 the Findings of Fact and Final Judgment Dismissing the Case was filed in Alaska court. The Conclusions of Law found the State of Alaska did not abandon the Alaska moon rock and plaque after the fire of the Transportation museum in 1973 and Coleman Anderson (Plaintiff) has no claim to ownership. The Final Judgment also authorized NASA to release the Alaska moon rock and plaque to the Alaska State Museum (Attachment 1).

Attachment:

1. Findings of Fact, Conclusion of Law, and Order of Final Judgment Dismissing Case, Case No. 3AN-10-129810CI

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IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
THIRD JUDICIAL DISTRICT AT ANCHORAGE

ARTHUR C. ANDERSON, an individual,

Plaintiff,

v.

STATE OF ALASKA; and ALASKA
STATE MUSEUMS, an agency of the State,

Defendants.

CLERK TRIAL COURTS
BY: DEPUTY CLERK

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Attorney General's Office
Juneau

Case No. 3AN-10-12981 CI

~~Proposed~~ Findings of Fact, Conclusions of Law, and
Order of Final Judgment Dismissing Case

Findings of Fact

1. On December 3, 1969, at a meeting of National Governor's Association, President Nixon presented to Alaska's Governor Keith Miller a commemorative plaque celebrating the Apollo XI moon mission. Attached to plaque were

- a. a small Alaska flag that had traveled to the moon with the mission;
- b. a small Lucite ball containing pieces of lunar material gathered from the moon by the astronauts;
- c. a brass label that was inscribed: "Presented to the People of the State of Alaska by Richard Nixon, President of the United States"; and

1
2
3 d. a second brass label that was inscribed: "This flag of your state
4 was carried to the Moon and back by Apollo 11, and this fragment of the Moon's
5 surface was brought to Earth by the crew of that first manned lunar landing."
6

7 2. The Alaska Apollo XI moon rock plaque toured the State and was
8 displayed at various schools, museums, and events. Eventually the Office of the
9 Governor placed the moon rocks on display in the Alaska Transportation Museum in
10 Anchorage, which, at that time, was a branch of the Alaska State Museum. The
11 Transportation Museum was in a metal building located on Airport Road. It had many
12 transportation-related exhibits, including old planes, cars, motorcycles, and a snow
13 machine.
14

15 3. Early in the afternoon of September 6, 1973, the Transportation
16 Museum was set on fire by an arsonist, causing extensive damage to many of the
17 artifacts within the museum.
18

19 4. John George, the risk manager for the State at the time of the fire,
20 inspected the facility shortly after the fire occurred. In a memorandum written in 1975,
21 he stated that he "observed the rocks in an undamaged condition." He described the
22 aftermath of the fire and salvage operation as "a combination of errors and poor
23 judgment." He further stated that "[a]dequate security was impossible due to the lack of
24 restricted access prior to and after the fire."
25

26 5. The moon rocks had been located in a part of the museum that was
not as heavily damaged by the fire. Former Transportation Museum employee,

1
2
3 Janie Toms, (now Janie Barry), testified during her deposition that shortly after the fire
4 she saw the moon rocks intact in their display case, covered in soot. Ms. Barry testified
5 that the moon rocks were placed in the upstairs office of the Museum. Ms. Barry also
6 testified that three or four days after the fire she saw Museum Curator Phillip Redden
7 leave the building with the moon rocks, and that Redden intended to take the moon
8 rocks to his home for safekeeping during the clean up efforts.

9
10 6. Redden also removed from the Museum some artifacts that
11 belonged to him personally. Some large artifacts were left in the building. Other
12 artifacts were transported to a storage facility on Fort Richardson. The State never
13 re-opened the Transportation Museum. In January 1974, Redden left State service, and
14 he died in 1998.

15
16 7. In 1973, Arthur (Coleman) Anderson was 17 years old, and he
17 lived with the Redden family as Redden's foster son.

18 8. Anderson testified in his deposition that at a time after the fire,
19 while assisting Phillip Redden with clean up efforts, Anderson and his foster brother,
20 Michael Redden, acquired possession of the Alaska Apollo XI plaque and the moon
21 rocks. Anderson testified that he found the moon rocks display in debris on the floor of
22 the Museum.

23
24 9. Both Anderson and Michael Redden cleaned and polished the
25 plaque.
26

1
2
3 10. According to an August 1975 memorandum, State officials at the
4 State Museum in Juneau contacted Phillip Redden to ask about the location of the moon
5 rocks, but Redden, who had moved out of State, did not know where the moon rocks
6 were. Redden told the State officials he did not have the moon rocks and believed that
7 they were still at the Transportation Museum building. When a search of the
8 Fort Richardson facility did not reveal the moon rocks, Museum officials determined
9 that they were missing.
10

11 11. Anderson eventually acquired sole possession of the moon rocks.
12 When he left Alaska he took the plaque with him.
13

14 12. In the interim years, Michael Redden suffered a traumatic head
15 injury, and he is unable to clearly recall the events related to the 1973 Transportation
16 Museum fire.

17 13. On December 28, 2010, Anderson filed this quiet title action
18 against the State, seeking to have himself declared the owner of the Alaska Apollo XI
19 moon rock plaque. He argued that the State had abandoned the artifact. In the
20 alternative, Anderson sought damages to repay him for his work restoring the plaque.
21

22 14. The State filed a counterclaim for damages against Anderson.

23 15. On November 11, 2011, in response to the State's motions to
24 compel production and for a preliminary injunction, this court ordered Anderson to
25 produce the plaque to NASA for authentication. This court also entered a preliminary
26 injunction requiring the parties to allow NASA to retain custody of the plaque until trial.

1
2
3 In entering the injunction, this court found that the State had demonstrated probable
4 success on the merits and that the documentary evidence was strong evidence contrary
5 to Anderson's theory that he had acquired title by abandonment.

6
7 16. On March 8, 2012, Anderson produced the moon rock plaque to
8 NASA at the Johnson Space Center in Houston. The FBI, using highly-sophisticated
9 photographic analysis, confirmed that the plaque and moon rocks were the same plaque
10 and rocks that were depicted in early photographs of the plaque.

11 17. Anderson has voluntarily relinquished his claim for title to the
12 moon rocks and for damages, and agreed to judgment that the State is the owner of the
13 moon rocks. The State has voluntarily relinquished its counterclaim for damages.

14
15 **Conclusions of Law**

16 1. The State of Alaska was given ownership of the Alaska Apollo XI
17 moon rock plaque in 1969 by the federal government.

18 2. The State did not abandon the Alaska Apollo XI moon rock plaque
19 after the fire at the Transportation Museum in 1973. A person who finds property is not
20 the owner of the property. To prove abandonment, a claimant must show that the owner
21 both intended to give up the property and took action to relinquish the property.¹ Here,

22
23
24 ¹ See *Kile v. Belisle*, 759 P.2d 1292, 1296-96 (Alaska 1988) (elements of
25 abandonment are "a subjective intent to abandon coupled with an external and objective
26 act by which that intent is carried into effect"); 1 Am. Jur. 2d, Abandoned, Lost, and
Unclaimed Property § 10 (2012) ("Abandonment of property involves a conscious
purpose and intention on the part of the owner neither to use nor to retake the property
into his or her possession, and, necessarily, it involves an act by which the possession is

Anderson was unsuccessful in proving that the State abandoned the moon rocks.

Therefore, the State retained ownership of the Alaska Apollo XI moon rock plaque and is the owner today.

3. Anderson has no claim to ownership of the Alaska Apollo XI moon rock plaque.

Order and Final Judgment

1. Anderson's quiet title claim and complaint for damages are dismissed with prejudice.

2. The State's counterclaim against Anderson is dismissed with prejudice.

3. NASA is authorized by this court to release the Alaska moon rock plaque to an authorized employee of the Alaska State Museum.

4. Each party will bear its own fees and costs.

5. This order is final judgment in this case.

Dated: 9/27/12

I certify that on 9/28/12
a copy was mailed to each of the following
at their address of record:

John Slofnick Harris
Judicial Assistant / Deputy Clerk

Eric A. Aarseth
Superior Court Judge

relinquished; this must be a clear, unmistakable, affirmative act which indicates a purpose to repudiate the ownership." (citations omitted)).



O-AR-11-0426-P

January 20, 2012

LUNAR ORBITER IMAGE RECOVERY PROJECT

CASE CLSOING MEMORANDUM: This investigation was initiated when (b)(6), (b)(7)(C), (b)(7)(D) (b)(6), (b)(7)(C), (b)(7)(D) (b)(6), (b)(7)(C), (b)(7)(D) alleged the Lunar Orbiter Image Recovery Project (LOIRP) at ARC was potentially improperly enriching one of its participants, (b)(6), (b)(7)(C), who operates the (b)(6), (b)(7)(C). Review of the contract file indicated that the potential for "needs-based" scheme fraud existed as the participants received a sole source award while involved in the precursor work.

By way of background, in the mid 1960's NASA sent five Lunar Orbiter spacecraft to orbit the Moon and map potential landing areas for the Apollo program. These filmed the Moon surface and transmitted data to earth that was converted into analog video as a precursor to the Apollo missions. After its use, the resulting film was archived by NASA at the National Archives for 20 years, then at the Jet Propulsion Laboratory for another 22 years. In 2008 LOIRP was formed in an effort led by (b)(6), (b)(7)(C) and (b)(6), (b)(7)(C) (b)(6), (b)(7)(C), and is now based at ARC's Building 596. LOIRP obtained the original film and with the use of modern software, is restoring it through digitalization. (b)(6), (b)(7)(C) has published certain images restored by LOIRP on its *Moon Vision* website (<http://www.moonviews.com>) (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) was concerned that (b)(6), (b)(7)(C) was enriching (b)(6), (b)(7)(C) at the expense of NASA on this project, because (b)(6), (b)(7)(C) operates the (b)(6), (b)(7)(C) and LOIRP gained exclusive access to the Lunar Orbiter film. (b)(6), (b)(7)(C) the *Moon Vision* site to document LOIRP's progress and this site links to an e-commerce site where *Moon Vision* merchandise, such as t-shirts, sweatshirts, and coffee mugs are sold. Also, (b)(6), (b)(7)(C) was concerned about the plans for LOIRP-restored images which might allow another opportunity for (b)(6), (b)(7)(C) to profit at NASA's expense. (b)(6), (b)(7)(C) was concerned LOIRP controlled access and rights to NASA property. (Note: Review of the LOIRP contract file readily indicated that the original LOIRP data would be delivered to the National Archives as well as duplicate data to NASA as a deliverable of the contract.)

The *Moon Views* website is (b)(6), (b)(7)(C) and other LOIRP participants include NASA's Exploration Systems Mission Directorate, Innovative Partnership Program, Lunar Science Institute, Planetary Data System, and ARC. Aside from NASA, the U.S. Geological Survey and private entities, such as the Alliance for Commercial Enterprises and Education in Space (ACES), SpaceRef Interactive, Odyssey Moon, SkyCorp, and the Lunar and Planetary Institute are participating in LOIRP. (b)(6), (b)(7)(C) is the editor for (b)(6), (b)(7)(C) and

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has commercial entities that advertise on these sites. There is a link on the *Moon Views* site to the "Moon View store" allowing ecommerce of shirts, sweatshirts, coffee cups, etc., marked with the *Moon Views* logo. While *Moon Views* contains links to certain NASA sites, there isn't any use of the NASA logo or other content indicating official endorsement of the merchandise.

Also of concern during this investigation was the propriety of the sole source contract awarded by NASA to SkyCorp for the LOIRP. On August 31, 2009 ARC awarded SkyCorp firm-fixed price contract NNA09DC69P entitled *Restoration of images recorded during the Lunar Orbiter program*, with place of performance at Moffett Field, CA. This contract had a completion date of December 31, 2010 and the total award value was \$540,000. Review of the contract file showed that potential fraud indicators existed for a "needs-based" scheme. (b)(6), (b)(7)(C) and (b)(6), (b)(7)(C) were involved in the project at its onset well before the LOIRP contract, and SkyCorp or LOIRP received \$390,000 in grant or Space Act Agreement awards for LOIRP's precursor work as well.

Review of the contract file indicates that NASA has received the indicated deliverables (restored images) on schedule and SkyCorp received payment according to invoicing that met the milestone performance criteria. The file indicates that the contract was properly bid and no outside solicitations were received aside from that SkyCorp submitted. As this was firm-fixed price contract, there were no attached or inflated costs. Also when its performance period ended, the contract was extended once. Afterwards, the first contract was closed pursuant to Federal Acquisition Regulations (FAR). Also, pursuant to the FAR, a new LOIRP contract was recently awarded to SkyCorp to complete the work. The ARC contracting officer advised during a detailed review that he was unaware of any fraudulent or unusual activity.

The RA consulted with contractors and NASA civil servants at Johnson Space Center's (JSC) Film and Video Restoration Office to obtain a technical opinion of SkyCorp's sole source contract award. This office reviewed publically accessible information concerning LOIRP and SkyCorp. Their review was extremely difficult due to what they perceived as the poor writing quality of the sole source justification. However, after reviewing the contract statement of work and LOIRP's website, they indicated there was no other NASA or commercial entity with the capability to perform the work specified in the contract.

This preliminary investigation did not uncover any evidence of fraudulent activity, and as such, this case file is considered closed.

Prepared by: (b)(6), (b)(7)(C), ARC
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O-LA-12-0031-O

February 8, 2012

RECOVERY OF STOLEN NASA ARTIFACTS

Lunar Sample #147 and Meteorite Sample #250

Virginia Beach, VA

CASE CLOSING: This investigation was predicated on the receipt of information from (b)(6), (b)(7)(C) [redacted] (b)(6), (b)(7)(C) [redacted] Langley Research Center (LaRC), Hampton, VA, that NASA-owned lunar and meteorite samples reported stolen on January 10, 2006, were recovered. The theft was investigated under O-LA-06-0186-O and closed on September 13, 2006, due to the fact that materials were not recovered nor any subject(s) identified.

A review of case file O-LA-06-0186-O provided the following pertinent information. On January 10, 2006, unknown person(s) broke into the secured panel van of (b)(6), (b)(7)(C) [redacted] (b)(6), (b)(7)(C) [redacted] Aerospace Education Services Program, Oklahoma State University (OSU), while it was parked in front of (b)(6), (b)(7)(C) [redacted] Virginia Beach, VA, residence. (b)(6), (b)(7)(C) [redacted], alerted by the van's alarm system, exited (b)(6), (b)(7)(C) [redacted] residence and determined the unknown person(s) had stolen the samples from an unlocked safe in the van as well as an OSU Toshiba computer projector. The stolen samples were identified as lunar sample #147 and meteorite sample #250. (b)(6), (b)(7)(C) [redacted] possessed the samples as part of the Virginia Air & Space Museum's (VASM) education outreach program; Johnson Space Center (JSC), TX, previously provided the samples to VASM. The Virginia Beach Police Department (VBPD) responded to the scene and initiated an investigation that was pursued jointly with the OIG and OSS.

On October 15, 2011, (b)(6), (b)(7)(C) [redacted] and (b)(6), (b)(7)(C) [redacted], both of Virginia Beach, purchased the samples at an area church flea market for \$8 each. The (b)(6), (b)(7)(C) [redacted] noted the license plate of the seller's vehicle since they suspected the samples may have been stolen. After searching the internet, the (b)(6), (b)(7)(C) [redacted] discovered the samples were stolen and contacted JSC in an effort to return them. Arrangements were made and the (b)(6), (b)(7)(C) [redacted] returned the samples to OSS, LaRC, on October 18, 2011. The samples were collected by the OIG from OSS and entered into the OIG evidence custody system. VBPD was notified of the recovery.

(b)(6), (b)(7)(C) [redacted], JSC, reviewed the photographs of the recovered samples and verified them as authentic NASA property.

Using the license plate information, investigative efforts coordinated with VBPD found that (b)(6), (b)(7)(C) [redacted], Norfolk, VA, sold the samples to the (b)(6), (b)(7)(C) [redacted] at the flea market. (b)(6), (b)(7)(C) [redacted] a buyer and seller of items, reported (b)(6), (b)(7)(C) [redacted] had purchased the samples as part of a bin of items auctioned by

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the Salvation Army, Virginia Beach. (b)(6), (b)(7)(C)'s account was corroborated by another individual that frequents Salvation Army auctions and recalled a brief discussion with (b)(6), (b)(7)(C) about the lunar sample. The Salvation Army reported they did not inventory or keep records of specific items donated, and were unable to track the origin of the samples.

VBPD closed their investigation based on the lack of leads to identify the perpetrator.

On February 8, 2012, the samples were returned to the JSC OIG Resident Agency, via US Postal Service registered mail (numbers RE693993254US and RE693993268US) for final return/disposition to the ESC.

Due to the decision of VBPD, the lack of leads to identify the perpetrator, and the return of the lunar and meteorite samples to JSC, this investigation is closed.

Prepared by: (b)(6), (b)(7)(C) LaRC
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O-GO-12-0100-HL-S

September 18, 2012

ALLEGED ABUSE OF POWER – NASA HQ

Business Management Office
Space Communications and Navigation Program
Human Exploration and Operations Mission Directorate
NASA Headquarters, Washington, DC 20456

CASE CLOSING: This investigation was initiated on receipt of an anonymous NASA Office of Inspector General (OIG) Hotline complaint which alleged the Business Management Office (BMO), Space Communications and Navigation (SCaN) Program, Human Exploration and Operations Mission Directorate (HEOMD), NASA Headquarters (HQ), engaged in illegal activity and demonstrated a blatant abuse of power.

While the anonymous complainant failed to identify the individuals or contracts involved, our investigation indicated the complainant was referring to what ultimately can be described as a series of disagreements regarding a proposed task order (TO) involving (b)(6), (b)(7)(C) BMO, SCaN; (b)(6), (b)(7)(C), Technology Standards Division, SCaN; and (b)(6), (b)(7)(C), former (b)(6), (b)(7)(C), ASRC Research and Technology Solutions (ARTS), SCaN. Investigation reflected the contracts involved were NASA's contract with ARTS¹ and NASA's contract with Booz Allen Hamilton (BAH).²

Allegations

1. (b)(6), (b)(7)(C) directed the Contracting Officer's Technical Representative (COTR) to not allow BAH to work within the SCaN Program.

Finding: Investigation failed to develop any evidence to support the allegation that (b)(6), (b)(7)(C) directed the (b)(6), (b)(7)(C) BMO, SCaN, to prevent (b)(6), (b)(7)(C) from working on the TO.

¹ NNH11CC35B requires ARTS to provide NASA with engineering studies and technical support services for the (1) electromagnetic spectrum, (2) telecommunications systems as required for near-earth and deep space research, (3) spectrum regulatory support, (4) technology development, and (5) technical support to various conferences and other events,

² NNH11CC79Z requires BAH to provide systems engineering and strategic planning support to (1) the Systems Planning Director in the Space Internet Strategy Group for the Interagency Operations Advisory Group, (2) the Deputy Program Manager on Commonality and Program Implementation Planning, (3) Systems Engineering, (4) the Optical Communications and Technology Insertion Manager, (5) Network Services, and (6) review documentation.

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2. (b)(6), (b)(7)(C) repeatedly attempted to block the execution of a Task Order (TO) under the BAH contract.

Finding: (b)(6), (b)(7)(C) strongly opposed and refused to transfer funds to a proposed TO which (b)(6), (b)(7)(C) submitted for award under the BAH contract. (b)(6), (b)(7)(C) thought that duplication of effort issues existed within the proposal and was concerned that a claim could be made under the ARTS contract for a loss of scope as a result of (b)(6), (b)(7)(C) being employed by BAH. The COTR concluded this was a non-issue since ARTS filled (b)(6), (b)(7)(C)'s old position and (b)(6), (b)(7)(C)'s work with BAH was unique to the BAH contract.

3. (b)(6), (b)(7)(C) accused (b)(6), (b)(7)(C) of unethical behavior despite having no evidence.

Finding: (b)(6), (b)(7)(C) suspected (b)(6), (b)(7)(C) was hired by BAH to specifically work on the proposed TO under the BAH contract. We found no evidence to support (b)(6), (b)(7)(C)'s suspicions. (b)(6), (b)(7)(C) was originally hired by BAH to assist on a proposal for an Environmental Protection Agency (EPA) contract.

4. (b)(6), (b)(7)(C) tried to influence other civil servants not to assign work to (b)(6), (b)(7)(C) under the NASA contracts.

Finding: This allegation was unfounded.

5. (b)(6), (b)(7)(C) recommended giving work to ARTS, which (b)(6), (b)(7)(C) prefers.

Finding: We found no evidence to support this allegation.

6. (b)(6), (b)(7)(C) routinely used contractors to perform inherently government functions.

Finding: We found no evidence to support this allegation.

7. Management was aware of (b)(6), (b)(7)(C)'s abuse of power and failed to take action.

Finding: Investigation disclosed (b)(6), (b)(7)(C) SCan, HEOMD, reviewed (b)(6), (b)(7)(C)'s concerns, consulted with the COTR, and decided to approve funding for the BAH Task Order.

Background

Our investigation determined that in October 2011, (b)(6), (b)(7)(C) left ARTS and went to work for BAH on an EPA contract proposal. (b)(6), (b)(7)(C) also worked on other BAH proposals and marketing projects. BAH subsequently failed to receive the EPA contract and as a result, (b)(6), (b)(7)(C) was left without a permanent position. (b)(6), (b)(7)(C), BAH, NASA HQ, informed (b)(6), (b)(7)(C) that if a permanent position was not found for (b)(6), (b)(7)(C) would be issued a Lack of Work

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Order. On learning of an ongoing optical communication project in SCaN, (b)(6), (b)(7)(C) approached (b)(6), (b)(7)(C) to see if BAH could assist on the project. (b)(6), (b)(7)(C) discussed the task and agreed the task was within the scope of BAH's contract. (b)(6), (b)(7)(C) asked (b)(6), (b)(7)(C) to transfer funding to the BAH contract in support of the project. (b)(6), (b)(7)(C) denied the request because (b)(6), (b)(7)(C) did not have a TO in place. (b)(6), (b)(7)(C) prepared a formal Statement of Work (SOW) for the task. (b)(6), (b)(7)(C) reviewed the SOW and opined that there may have been a duplication of effort in that the work proposed was already being conducted by ARTS.

(b)(6), (b)(7)(C) on the BAH and ARTS contracts, consulted with the respective contracting officers and they collectively determined the TO would not cause a duplication of effort. (b)(6), (b)(7)(C) SCaN, HEOMD, who (b)(6), (b)(7)(C) SCaN programs, equated (b)(6), (b)(7)(C)'s and (b)(6), (b)(7)(C)'s relationship to be the equivalent of "two cousins fighting" and that they often disagreed on projects. (b)(6), (b)(7)(C), SCaN, HEOMD, reviewed (b)(6), (b)(7)(C)'s concerns, consulted with (b)(6), (b)(7)(C) and decided to approve funding for the TO. (b)(6), (b)(7)(C) honored that decision.

Investigative Summary

We found no evidence to support allegations of wrongdoing by (b)(6), (b)(7)(C) or any other member of SCaN. To the contrary, information gathered indicated (b)(6), (b)(7)(C) sought to fulfill a requirement by awarding a Task Order to BAH. (b)(6), (b)(7)(C) disagreed with (b)(6), (b)(7)(C)'s plans and sought to ensure NASA funds were properly expended. SCaN Leadership initially chose to have (b)(6), (b)(7)(C) and (b)(6), (b)(7)(C) settle their disagreement which allowed the disagreement to grow resulting in the anonymous complaint.

Since all allegations were fully addressed and the investigation disclosed evidence of criminal, civil, or administrative violations, this case is closed.

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

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O-JS-12-0385-S

July 19, 2012

RECOVERY OF APOLLO SPACE SHUTTLE HAND CONTROLLER

Johnson Space Center
Houston, TX 77058

CASE CLOSING: On June 20, 2012, the Johnson Space Center (JSC) [REDACTED] Office of the Inspector General (OIG) was contacted by [REDACTED] a retired high school teacher in Maine, regarding whether [REDACTED] had the authority to sell an Apollo space shuttle hand controller that [REDACTED] received from a NASA official in the 1990's. [REDACTED] explained that [REDACTED] was given the hand controller to use as a teaching aid during [REDACTED] visit to JSC after being recognized for [REDACTED] teaching ability by former President Bill Clinton. [REDACTED] could not recall who presented [REDACTED] with the hand controller, nor did [REDACTED] have any paperwork related to the hand controller.

The OIG contacted [REDACTED], JSC, to determine whether [REDACTED] had the right to sell the hand controller, or if NASA would want the equipment returned. The item was determined to have been inventoried during 1995, but NASA property records do not extend back that far so no additional information was available. [REDACTED] stated that without any type of paperwork to show when and why title was transferred out of NASA's control, NASA would want to retrieve the hand controller from [REDACTED].

On June 25, [REDACTED] was informed that in order for an individual to have proper title to dispose of NASA property, [REDACTED] would have had to have acquired it through a Government auction, or from an individual that had purchased it at a Government auction. Since [REDACTED] had not received the hand controller through either of these means, he was instructed to return the item to NASA via FedEx.

On July 3, 2012, the JSC OIG received a Controller Hand Transaction, model # ME9010702, from [REDACTED] via FedEx.

On July 10, 2012, the JSC OIG delivered the Controller Hand Transaction, model # ME9010702, to [REDACTED] Johnson Space Center [REDACTED] at Johnson Space Center Building 422 Room 114. [REDACTED] signed a receipt authorizing that [REDACTED] was taking possession of the item.

Since all administrative matters have been completed, this case is being closed.

Prepared by: [REDACTED] JSC
DISTR: File
APPR: RAC Pavlik

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O-HS-12-0460-HL

October 12, 2012

SALE OF AN APOLLO 1 (204) DSIF ANTENNA/PHASE SHIFTER ON EBAY

NASA Headquarters
Washington, DC

CASE CLOSING REPORT: On September 5, 2012 the Office of Inspector General received an anonymous cyber hotline tip regarding the eBay sale of a rumored Genuine NASA DSIF Antenna/Phase Shifter from the Apollo-1 (204) spacecraft, dated January 27, 1967. According to the description on eBay, it was purchased at an auction and its authenticity could not be validated. This item was offered for sale by "(b)(6), (b)(7)(C)". The auction item location was listed as Placentia, CA.

Research performed by the Report Agent (RA) indicated that the seller "(b)(6), (b)(7)(C)" was associated with "(b)(6), (b)(7)(C)" from Placentia, California. Multiple businesses associated with "(b)(6), (b)(7)(C)" were listed at "(b)(6), (b)(7)(C)".

Information provided by SA Patricia Searle, Resident Agent in Charge, NASA OIG, Kennedy Space Center (KSC), FL indicated that the artifact for sale on eBay was not an authentic Apollo 1 piece of equipment as Apollo 1 was an earth orbital mission and would not have needed a deep space antenna. Instead, it was most likely associated with the Deep Space Instrumentation Facility (DSIF) operated by the Jet Propulsion Laboratory (JPL) in Pasadena, CA.

The RA contacted "(b)(6), (b)(7)(C)" about the item listed on eBay and provided him with photographs from the auction. "(b)(6), (b)(7)(C)" received information from JPL Engineer "(b)(6), (b)(7)(C)" who stated that the identification tag on the item confirmed that it was part of a ground-based receiver used in the DSIF program. Furthermore, "(b)(6), (b)(7)(C)" added that there was not enough information or records available to determine the final disposition of the item.

On September 14, 2012, the RA contacted the seller of the above referenced item "(b)(7)(E)"
"(b)(7)(E)"

After contacting the seller by telephone, the seller stated that "(b)(6), (b)(7)(C)" had acquired the item from a 3rd party who believed it to be associated with the Apollo 1 spacecraft. "(b)(6), (b)(7)(C)" stated the discolorations on the outside of the item were consistent with fire damage and that the item was stored in one of his warehouses.

The RA then identified "(b)(6), (b)(7)(C)" as a "(b)(6), (b)(7)(C)" with NASA OIG and informed the seller that the photos listed in his auction had been analyzed by NASA / JPL employees. It was determined

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that the item was most likely part of the Deep Space Instrument Facility and was a component of a ground-based receiver. Therefore, the item is not a part of or from the Apollo 1 spacecraft as advertised.

The RA further stated that if the item was from the Apollo 1 spacecraft, it would still be considered U.S. Government Property as per 48 C.F.R. 45. 106 Government Property (Aerospace Property / Hardware). Therefore, the seller was asked to remove any reference or inference in the description that the item was from the Apollo program.

The seller identified (b)(6), (b)(7)(C) as (b)(6), (b)(7)(C) and stated that (b)(6), (b)(7)(C) would modify the eBay listing.

The RA contacted NASA OIG Counsel (b)(6), (b)(7)(C) and discussed any possible legal notifications that NASA OIG could provide to the seller concerning the misrepresentation of the item for sale by the seller. On October 2, 2012, (b)(6), (b)(7)(C) provided the RA with draft language for a Caution Letter to provide to the seller.

On October 12, 2012, the RA met with (b)(6), (b)(7)(C) in Placentia, CA. The RA provided (b)(6), (b)(7)(C) with technical drawings supplied by JPL of the item and reiterated NASA OIG's concern that the item not be identified as hardware from the Apollo 1 spacecraft. In addition, the RA provided the (b)(6), (b)(7)(C) with the Caution Letter. (b)(6), (b)(7)(C) stated that (b)(6), (b)(7)(C) understood and had no further plans to sell the item.

All evidence to date indicates that the item listed for sale was not flight hardware or used in the Apollo 1 spacecraft. There is no evidence to indicate NASA could assert ownership of the material or that it was stolen. The seller was served with a Caution Letter advising (b)(6), (b)(7)(C) to not represent the item as being associated with the Apollo program. The seller agreed to not represent the item as such in the future.

Attachment:

1. eBay listing of item
2. Caution Letter

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

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National Aeronautics and
Space Administration

Office of Inspector General
Washington, DC 20546-0001



April 3, 2014

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

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

This letter is sent as a follow-up to our recent conversation about an item you listed for sale at ebay.com, described in your listing as "APOLLO NASA 1 DSIF Antenna/ Phase Shifter." This sale was brought to the attention of the NASA Office of Inspector General as a potential criminal offense. After additional research on the item we contacted you because NASA has interest in preventing sellers of NASA-related artifacts or memorabilia from misleading potential buyers, and the public in general, about the nature and historical significance of items being offered for sale.

Our research has determined the item which you recently offered for sale is not flight hardware from the Apollo program. We believe the item was at one time part of the Deep Space Instrument Facility and was a component of a ground-based receiver. Although the item is not part of the Apollo program, the age of the item is such that we cannot exclude the *possibility* that it may been part of a ground-based tracking station which may have supported Apollo flights as well as other flight programs from that era. This determination was made based on the examination of the photographs of your item by knowledgeable engineers.

Although NASA does not assert ownership of the phase shifter in your possession, we do as noted above, believe the item was originally a piece of U.S. Government property and want to prevent the public from being misled about its identity and history. Accordingly, we caution you to avoid associating this piece of hardware with the Apollo program in any way which might be construed as deceptive. If you have any questions or concerns, you may contact Special Agent

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

Sincerely,

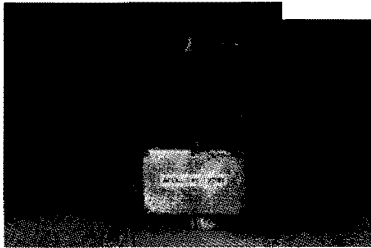
(b)(6), (b)(7)(C)

Resident Agent in Charge
NASA Office of Inspector General

eBay

Collectibles > Historical Memorabilia > Astronauts & Space Travel > Exploration Missions > Apollo

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

**APOLLO NASA 1 DSIF Antenna/ Phase Shifter
Inspection Stamped June 15, 1966**

(b)(6), (b)(7)(C) (59 ★) me

Item condition: **Used**Price: **US \$4,900.00****Bill Me Later** Spend \$899+ & get 18 months financing
Subject to credit approval. See terms

Sell one like this

Learn more

Shipping and handlingItem location: (b)(6), (b)(7)(C) **United States**Shipping to: **United States****Shipping and handling****To****Service****Estimated delivery*****Free shipping****United States****Economy Shipping****Between Tue. Sep. 11 and Mon. Sep. 24**

* Estimated delivery dates include seller's handling time, and will depend on shipping service selected and receipt of cleared payment. Delivery times may vary, especially during peak periods.

Domestic handling time

Will usually ship within 3 business days of receiving cleared payment.

Estimated sales tax

Seller charges sales tax for items shipped to: CA (8.75%).

Return policy**Return policy details**

No returns or exchanges, contact seller with questions.

Payment details**Payment method**

Preferred / Accepted

Payment method

Preferred / Accepted



PayPal Preferred



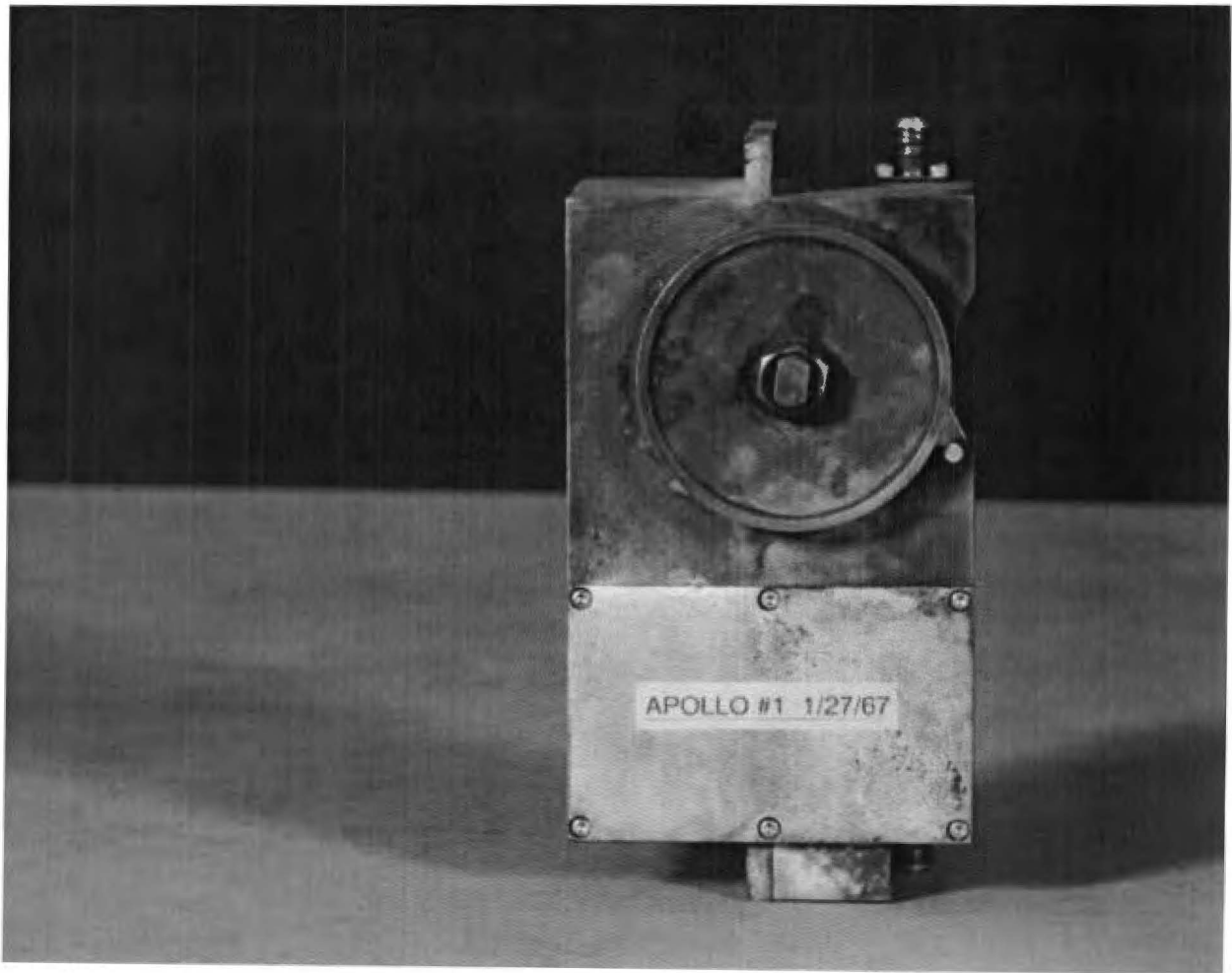
Accepted

Seller's payment instructions

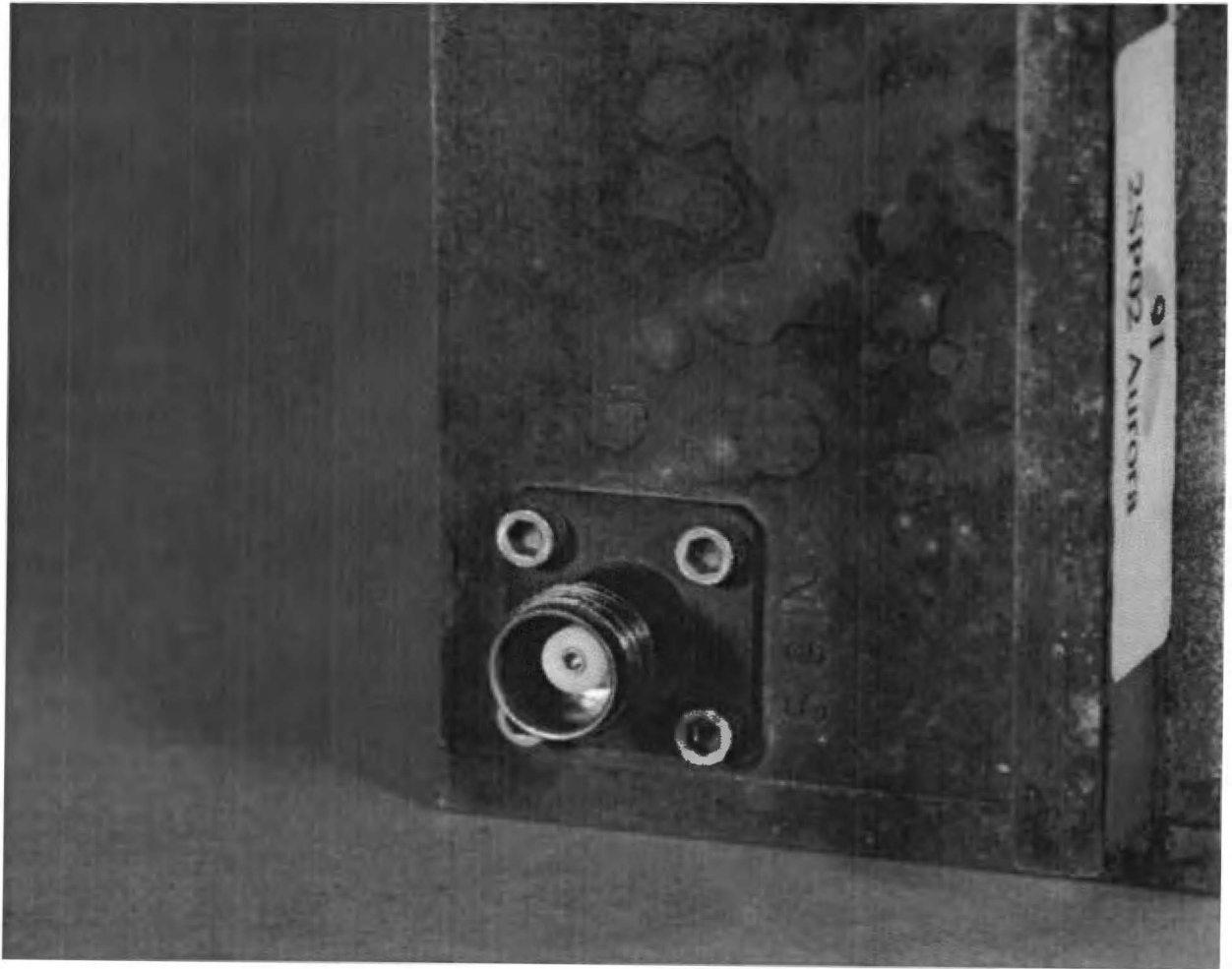
Please do not submit payment until you receive a final invoice with all applicable charges. Should you submit payment without shipping, handling charges, and applicable tax, you will receive a separate invoice. Items will not be shipped until invoice is paid in full. Paypal is the preferred method of payment. Please email for methods of payment should you wish to pick-up your item in person. Payment is expected within 5 business days from the date of sale. Non-payments will be reported to eBay.

Seller's description

Apollo NASA 1 DSIF Antenna











Description:

Rumored original piece, NASA DSIF Antenna/Phase Shifter from the **Apollo 1**. Inspection access cover dated **June 15th 1966**. This item was purchased at an auction & we can provide information on whether or not **Apollo 1** pieces were scrapped or of its authenticity. You may want this one for yourself. ****Please Note:** The three mounting holes show the shiny metal outline washers.

Dimensions:

8.5" x 4" x 7.5"
4 lbs before packaging

Payment:

Please do not submit payment until you receive a final invoice with all applicable taxes. Should you submit payment without shipping, handling charges, and applicable tax, you will receive a separate invoice. Items will not be shipped until invoice is paid in full. Paypal is the preferred method of payment. Please email for methods of payment should you wish to pick-up your item in person. Items are expected within 5 business days from the date of sale. If payment is not received within 5 business days, your item will be re-listed and a non-paying bidder alert will be submitted to eBay. If you will not make payment within the 5 day period, please notify us immediately.

Shipping:

Unless free shipping is listed, buyer is responsible for all shipping, crate, freight charges, and applicable taxes.

Soco Walk Antiques will make every effort to ship items within 5 business days from the date received or cleared. However, there may be instances when this is not possible and we will notify you immediately of the delay and anticipated shipping date. Items are shipped using UPS Ground. A tracking number will be provided upon shipment of your item. Larger items may require crating and handling fees. Your item will be carefully wrapped and packaged in a secure container. Please ensure we have the correct shipping information to avoid lost or misdirected items.

Contact Us:

We encourage buyers to ask any and all questions prior to purchase. We are happy to answer questions and will make every effort to do so within 24 hours. Excellent customer service and satisfaction are our #1 priority! We are available between the hours of 9AM to 5PM, Tuesday through Friday, Eastern Standard Time. Please email with any questions.



Questions and answers about this item

No questions or answers have been posted about this item.

Listing images







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