

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE

1 of 1

2. AMENDMENT/MODIFICATION NO. 1
 3. EFFECTIVE DATE 7/24/06
 4. REQUISITION/PURCHASE NO. n/a
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE CHD/MAM
 NASA Glenn Research Center
 Attn: Michelle A.Mader
 Aeropropulsion and Information Technology Branch
 21000 Brookpark Road, Mail Stop 500-305
 Cleveland, OH 44135-3191
 7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)
 ARES Corp.
 1440 Chapin Ave., Suite 390
 Burlingame, CA 94010-4058
 9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)

 10A. MODIFICATION OF CONTRACT/ORDER NO.
 NNC06BA04B
 10B. DATED (SEE ITEM 13)
 6/16//06
 CODE (cage) 1BYL8 FACILITY CODE (DL)(05)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or
 (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

*** Select the SINGLE MOST IMPORTANT action for this mod. Specify Authority (as applicable) by selection. ***

- A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement
- D OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The following two clauses are hereby incorporated by reference into the contract:
 FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
 FAR 52.224-2 PRIVACY ACT (APR 1984)

The contract value, amount obligated, period of performance, and all other terms and conditions remain unchanged as a result of this modification.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) KATHRYN NAASSAN, VICE PRESIDENT		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michelle A.Mader, Contracting Officer	
15B. CONTRACTOR/OFFEROR BY Kathryn Naassan (Signature of person authorized to sign)	15C. DATE SIGNED 7/24/06	16B. UNITED STATES OF AMERICA BY Michelle A. Mader (Signature of Contracting Officer)	16C. DATE SIGNED 7/24/06

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE PAGE
1 of

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE NO. 5. PROJECT NO. (If applicable)
3 n/a

6. ISSUED BY CODE CHC/MAM 7. ADMINISTERED BY (If other than Item 6) CODE
NASA Glenn Research Center
Attn: Michelle A. Mader
Institutional Services Branch
21000 Brookpark Road, Mail Stop 500-312
Cleveland, OH 44135-3191

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) ARES Corp.
1440 Chapin Ave., Suite 390
Burlingame, CA 94010-4058

9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO. NNC06BA04B
10B. DATED (SEE ITEM 13) 6/16/06

CODE (cage) 1BYL8 FACILITY CODE (DL)(05)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) n/a

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

Select the SINGLE MOST IMPORTANT action for this mod. Specify Authority (as applicable) by selection. * * *

- A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: NASA Procurement Notice (PN) 04-25, dated June 19, 2007
- D OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
[NOTE: Modification No. 2 to the contract was an administrative modification which was only distributed internally within NASA.]

See Page 2

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print) KATHRYN NAASSON, S. Vice President
15B. CONTRACTOR/OFFEROR BY Kathryn Naasson (Signature of person authorized to sign)
15C. DATE SIGNED 10/31/07
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michelle A. Mader, Contracting Officer
16B. UNITED STATES OF AMERICA BY Michelle A Mader (Signature of Contracting Officer)
16C. DATE SIGNED 10/31/07

On Page 16 in the clauses incorporated by reference, the NOV 2004 version of NASA FAR SUPPLEMENT (NFS) clause 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES is deleted and the MAY 2007 version of said clause is hereby substituted therefor.

The contract value, amount obligated, period of performance, and all other terms and conditions remain unchanged as a result of this modification.

2. AMENDMENT/MODIFICATION NO. 4	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE NO. n/a	5. PROJECT NO. (If applicable)
------------------------------------	-------------------	------------------------------------	--------------------------------

6. ISSUED BY NASA Glenn Research Center Attn: Michelle A. Mader Institutional Services Branch 21000 Brookpark Road, Mail Stop 500-312 Cleveland, OH 44135-3191	CODE CHC/MAM	7. ADMINISTERED BY (If other than Item 6)	CODE
---	-----------------	---	------

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) ARES Corp. 1440 Chapin Ave., Suite 390 Burlingame, CA 94010-4058	<input type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. NNC06BA04B <input type="checkbox"/> 10B. DATED (SEE ITEM 13) 6/16/06
CODE (cage) 1BYL8	FACILITY CODE (DL)(05)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
n/a

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

* * * Select the **SINGLE MOST IMPORTANT** action for this mod. Specify Authority (as applicable) by selection. * * *

- | | | | |
|-------------------------------------|---|--|--|
| <input type="checkbox"/> | A | THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) _____ | THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| <input type="checkbox"/> | B | THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) _____ | SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| <input checked="" type="checkbox"/> | C | THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 19.708 | |
| <input type="checkbox"/> | D | OTHER (Specify type of modification and authority) _____ | |

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
See page 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Kathryn Naasson Senior Vice President	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michelle A. Mader, Contracting Officer
15B. CONTRACTOR/OFFEROR BY Kathryn Naasson (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY Michelle A. Mader (Signature of Contracting Officer)
15C. DATE SIGNED 9/17/08	16C. DATE SIGNED 9/18/08

At the time of award the Government inadvertently omitted the required FAR clause 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004) from the contract. Therefore, said clause is hereby incorporated herein by reference and made a part hereof.

The contract value, amount obligated, period of performance, and all other terms and conditions remain unchanged as a result of this modification.

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE

1 of 1

2. AMENDMENT/MODIFICATION NO.

5

3. EFFECTIVE DATE

8/13/2009

4. REQUISITION/PURCHASE NO.

n/a

5. PROJECT NO. (If applicable)

6. ISSUED BY

NASA Glenn Research Center
Attn: Michelle A. Mader
Institutional Services Branch
21000 Brookpark Road, Mail Stop 500-312
Cleveland, OH 44135-3191

CODE

CHC/MAM

7. ADMINISTERED BY (If other than Item 6)

CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)

ARES Corp.
1440 Chapin Ave., Suite 390
Burlingame, CA 94010-4058

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NNC06BA04B

10B. DATED (SEE ITEM 13)

6/16/06

CODE (cage) 1BYL8

FACILITY CODE (DL)(05)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

n/a

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

*** Select the SINGLE MOST IMPORTANT action for this mod. Specify Authority (as applicable) by selection. ***

<input type="checkbox"/>	A	THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) CONTRACT ORDER NO. IN ITEM 10A.	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE
<input type="checkbox"/>	B	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.)	SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement	
<input type="checkbox"/>	D	OTHER (Specify type of modification and authority)	

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

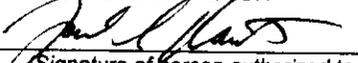
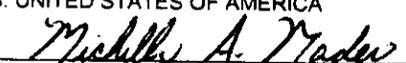
I. NASA FAR Supplement Clause 1852.237-72 "Access to Sensitive Information" (June 2005) is incorporated herein by reference and made a part hereof.

II. In accordance with Clause 1852.232-72, the Contractor's "Organizational Conflict of Interest Avoidance Plan", dated May 2009, 9 pages, is attached hereto and made a part hereof.

The contract value, amount obligated, period of performance, and all other terms and conditions are unchanged and remain in full force and effect.

COTR: Brian Follen MS: NSC/OAI

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Ezchary S Kantzer PBMA Project Mgr.		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michelle A. Mader, Contracting Officer	
15B. CONTRACTOR/OFFEROR BY  (Signature of person authorized to sign)	15C. DATE SIGNED 8/13/09	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 8/13/2009

ORGANIZATIONAL CONFLICTS OF INTEREST (OCI) AVOIDANCE PLAN

prepared for

NASA GLENN RESEARCH CENTER

Contract No. NNC06BA04B

Report No. 060060300-001

Revision 0

May 2009

Prepared by: [Signature] 5/20/09
Beth Prancunas Date

Reviewed by: [Signature]
Zach Kantzes Date

Approved by: [Signature]
Zach Kantzes Date

CHANGE HISTORY LOG

Revision	Effective Date	Description of Changes	Change Agent
Baseline	5/21/09	Organizational Conflicts of Interest (OCI) Avoidance Plan	Beth Prancunas



Table of Contents

1.0 INTRODUCTION 1
 1.1 Purpose..... 1
 1.2 Scope..... 1
2.0 REFERENCES 1
3.0 RESPONSIBILITIES 2
 3.1 NASA..... 2
 3.2 ARES Corporation..... 2
 3.3 ARES Corporation Team Members..... 2
 3.4 Consultants and Subcontractors..... 3
4.0 PROCEDURE..... 3
 4.1 Access to Sensitive Information 3
 4.2 Potential Conflict of Interest..... 3
5.0 RECORDS 4
6.0 FORMS 4

APPENDICES

Appendix A



1.0 INTRODUCTION

NASA levied requirements on *ARES Corporation contract NNC06BA04B* to ensure that Sensitive Information (SI) is safeguarded, that any potential conflicts of interest are mitigated and that sensitive information is not disclosed beyond those with the need to know. In the course of executing the referenced contract Statement of Work (SOW), the ARES Corporation Team (including employees, Consultants, and Subcontractors) may have access to sensitive information.

The ARES Team and each of its employees are committed to comply fully with the requirements set forth in NASA FAR Supplement 1852.237-72 regarding Sensitive Information for all work the ARES Team performs for the federal government and other clients. This plan calls out processes and controls to enable effective OCI management.

Sensitive Information refers to information that a contractor has developed at private expense, (i.e., competition protected information, confidential business information, limited rights data and restricted rights computer software). Sensitive Information also includes Government Sensitive Information which the contractor is required to protect from unauthorized use and disclosure under the contract RFP.

It is the goal of ARES Corporation to avoid even the appearance of an Organizational Conflict of Interest (OCI).

1.1 Purpose

This Organizational Conflicts of Interest (OCI) Avoidance Plan is required by NFS 1852.237-72, *Access to Sensitive Information*. Accordingly, this Plan documents our overall approach to ensure that the ARES Corporation Team, supporting the NASA contract referenced above, fully safeguards sensitive information. Where access to sensitive information has the potential to create a conflict of interest, this Plan documents our approach to mitigate that potential conflict of interest.

1.2 Scope

This OCI Plan applies to all ARES Corporation Team members (employees, Consultants, and Subcontractors) that are given access to sensitive information and are working on the referenced NASA contract. This is the only *avoidance* plan for this contract. This Plan is maintained by the ARES Corporation Program Manager (PM) and a copy of this Plan is to be provided to the customer point of contact as requested. During the performance of this contract, each potential conflict of interest will be addressed with a Specific OCI Plan.

2.0 REFERENCES

- NASA FAR Supplement (NFS) 1852.237-72, *Access to Sensitive Information*
- ARES Corporation ISO 9001:2000 SAE AS9100 B, *Quality Manual*
- SAE AS9100 REV B., *Quality Management Systems – Aerospace – Requirements*



- ARES Corporation Policy 6020.0, *Conflict of Interest*
- ARES Corporation Policy 6025.0, *Firewall*
- ARES Corporation Policy 6042.0, *Monitoring Subcontractors*

3.0 RESPONSIBILITIES

3.1 NASA

The NASA Contracting Officer will approve this Plan and maintain a copy.

3.2 ARES Corporation

ARES Corporation (ARES) is the prime contractor on the Process Based Mission Assurance (PBMA) contract referenced above, and as such, is responsible for ensuring that this Plan is maintained and implemented. It is required that the substance of NFS 1852.237-72 be included in lower-tier agreements with Consultants and Subcontractors that may involve access to sensitive information for the referenced contract.

If ARES employees perform work that necessitates access to sensitive information, and poses a potential conflict of interest, ARES is responsible for generating a Specific OCI Plan to avoid that specific potential conflict of interest and to safeguard the sensitive information. See section 4.2.

The ARES Program Manager (PM) will review, approve, and maintain any Specific OCI Plans, whether they are generated by ARES, a Subcontractor, or a Consultant.

ARES will maintain records of training on the requirements and this Plan whether they are generated by ARES, Consultants, or a Subcontractor.

3.3 ARES Team Members

This Plan applies to all ARES Team members (employees, Consultants, and Subcontractors) working on the referenced contract. ARES Team Members are responsible for communicating the need for access to sensitive information to their management. Team Members must complete training on the requirements for handling sensitive information and sign the form, "Contractor Access to Sensitive Information – Training Verification," located in Appendix A of this Plan prior to the access. Team Members must comply with this Plan, the NFS requirements, and the training they receive. They are not to release or repeat the information they access to anyone who does not have the need to know and has not received the training. They are not to use the information for any other purpose than the intent of the subject access. They are not to use it for personal or corporate advantage beyond supporting the NASA Agency mission which initiated the access.

3.4 Consultants and Subcontractors

Consultants and Subcontractors have the responsibility to inform ARES Corporation of a need to access sensitive information. This request may also come from NASA, but this does not relieve the Consultants and Subcontractors from informing ARES as well.

The Consultants and Subcontractors must inform ARES of any potential conflicts of interest that may arise as a result of their access to sensitive information. If such potential conflict of interest exists, a Specific OCI Plan to avoid the potential conflict of interest and to safeguard the sensitive information must be submitted to ARES for review and approval. See section 4.2.

4.0 PROCEDURE

4.1 Access to Sensitive Information

Client proprietary or Business Sensitive Information shall be provided only to persons that have a need-to-know about the particular subject matter and may only be made available to authorized individuals. Each member of the ARES Team who is granted access to proprietary information shall take reasonable and prudent steps to ensure that it is protected from unauthorized dissemination.

Transmission shall be by means to preclude unauthorized disclosure of dissemination. Telephone discussions shall be in a manner that only those individuals who need-to-know can hear the conversation. When using a fax to transmit information, ensure that the receiving party is aware of the transmission so that they can be ready to receive and pick up the material. The fax cover sheet shall contain a statement that the transmission is "[Project Name] proprietary."

Information may be produced, processed or stored on automated data processing systems (e.g., computers, servers, memory sticks) only if proper precautions are taken to ensure that only those with a need-to-know authority can access it.

The ARES Team shall meet any Client-specific requirements for maintaining the Project information proprietary data.

4.2 Potential Conflict of Interest

When a new potential exists for a conflict of interest due to access to sensitive information, a written Specific OCI Plan (specific to the new potential OCI) must be submitted to the Contracting Officer and the PM for the referenced contract within 10 calendar days. The Specific OCI Plan must be signed by the appropriate management (ARES or Subcontractor) and will be maintained with the PM for the duration of the access and until the end of the contract. The Specific OCI Plan must identify the kind of information to be accessed, the potential for conflict of interest, and the plan to mitigate that conflict. The Specific OCI Plan can be brief, but must address how the access will be limited and what firewalls will be put in place to ensure that the potential conflict of interest is negated. For example, a company may agree to not compete against another company on work that involves the sensitive information.



Alternatively, a company may agree to not allow employees with access to pertinent sensitive information to take part in such related competition. They could not help to develop, review or consult on any related proposal effort. It is not sufficient to allow them to participate in a competition but to not make use of the sensitive data.

5.0 RECORDS

This Plan is maintained by the PM and a copy of this Plan is provided to the customer.

Training records are to be maintained by the PM. These records document the training received and will be signed by the trained Team member (employee, Consultant, or Subcontractor). A hardcopy will be filed and maintained throughout the period of access to sensitive information and to the end of the contract.

Specific OCI Plans are to be generated for each future case where the requirement for access to sensitive information has a potential conflict of interest. A copy of each Specific OCI Plan will be filed with the PM and maintained throughout the period of access to sensitive information and the end of the contract.

6.0 FORMS

Use the "OCI Acknowledgement Statement for the Process Based Mission Assurance (PBMA) Contract" Form located in Appendix A of this Plan for verification of employee, Consultant, or Subcontractor acknowledgement. This form is to be completed and signed by any employee, Consultant, or Subcontractor requiring access to sensitive information prior to such access being given for work supporting the referenced contract. The completed form is to be provided to the PM for retention throughout the period of access to sensitive information and to the end of the contract.

APPENDIX A

**OCI ACKNOWLEDGEMENT STATEMENT FOR THE PROCESS BASED MISSION
ASSURANCE (PBMA) CONTRACT**



**OCI ACKNOWLEDGEMENT STATEMENT FOR THE PROCESS BASED MISSION
ASSURANCE (PBMA) CONTRACT**

In connection with my efforts on the Process Based Mission Assurance (PBMA) Contract, I am executing this Organizational Conflict of Interest (OCI) Acknowledgement Statement in consideration that I may have access to information which is considered by the Government or others to be Sensitive Information (SI), as defined in the OCI Avoidance Plan (Plan). I have been provided with a copy of the Plan and understand that execution of this Statement is mandatory for all employees with access to SI.

I affirm and agree that during my employment or relationship with ARES Corporation (ARES) as an employee or an employee of a subcontractor to ARES or subsequent thereto, I will not use, publish or otherwise disclose outside of the Contract any SI to which I may have access in connection with my work on the Contract. I further agree to follow the requirements of the internal firewall that segregates individuals and protects against the transfer of SI between those parts of the organization that work on the Contract.

I accept personal responsibility to follow all policies relating to OCIs and to maintain impartiality, and to provide unbiased advice and work to the Government, in performance of Contract activities. I understand that an OCI could exist when an activity or relationship: (1) prevents an entity from rendering impartial assistance or advice to the Government; (2) prevents an entity from being objective in performing contract work, which could result in an impairment to that entity's ability to perform the work; or (3) provides an entity an unfair competitive advantage.

I understand that specific questions regarding OCI and the details of the Plan implementation should be referred to my manager, or to the ARES Contracts Manager.

I certify that I am not aware of any information bearing on the existence of any potential OCI.

I understand the obligations I am undertaking continue beyond my assignment to the Contract and I agree to continue to protect SI regardless of my personal employment status. I acknowledge that my signature does not constitute a commitment on my part or on the part of ARES or its Team members for continued employment or any specific job assignment while I am employed. I further agree that execution of this Statement may restrict my employment in accordance with the Plan requirements.

I hereby acknowledge that I have received, read and agree to comply with the requirements of the Plan for interests pertaining to the Contract.

Name (Printed)

Company

Signature

Date

