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**OFFICE OF THE INSPECTOR GENERAL
NATIONAL SECURITY AGENCY
CENTRAL SECURITY SERVICE**



To: Chief, D14 [redacted] (b) (3) -P.L. 86-36

Date: 18 May 2015

From: [redacted] Investigator, D14

Subject: [redacted] NSA Contractor. Alleged modification of a power switch on a Government Computer Monitor and unauthorized installation of a separate power switch.

File No: IV-14-0008

Precedence: Routine

Purpose: To provide a summary report of the investigation and to recommend that this unsubstantiated case be closed.

Details:

I. (U//FOUO) **Background:** [redacted] is employed by [redacted] and worked at NSA W performing engineering and general technical services for the [redacted] from approximately January 2002 to July 2012. He worked under NSA contract [redacted] project names [redacted] and responded to task orders initiated by [redacted] to repair and fabricate equipment.

II. (U//FOUO) **Issue:** On 24 October 2013, [redacted] Chief, [redacted] advised the OIG that [redacted] had received a remedy ticket requesting that an old computer monitor be replaced with a new monitor as part of an NSAnet computer system upgrade in the [redacted]. On 11 October 2013, [redacted] had surveyed the equipment and found the old computer monitor with its original power switch covered with an alternate power switch installed on the power cord located on the rear of the monitor. The [redacted] technician advised that the installation of the alternate power switch was improper and voided repair or replacement of the monitor under the vendor's warranty agreement. [redacted] reviewed Asset Tracker property records for the monitor and identified the asset owner from 10 December 2007 to 24 January 2013 as [redacted].

III. (U//FOUO) **Applicable Standard(s):** Federal Acquisition Regulation (FAR), Clause 52.237-2 Protection of Government Buildings, Equipment, and Vegetation, and DoD Instruction 5000.64, Accountability and Management of DoD Equipment and Other Accountable Property. See Appendix A for the full text of the applicable authorities.

IV. (U) **Investigative Activity:**

[redacted] worked for [redacted] when he was assigned to [redacted]. On 27 September 2013, [redacted] changed its name to [redacted].

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~~TOP SECRET//SI//REL TO USA, FVEY~~(b) (3) -P.L. 86-36
(b) (6)**A. (U) Document Review:**

(U//~~FOUO~~) A copy of the Asset Tracker property record identifying [redacted] as the asset owner during the period of 10 December 2007, to 24 January 2013 (Appendix B).

(U//~~FOUO~~) [redacted] contract clauses, Statement of Work, and Technical Task Orders that [redacted] work under (Appendix C).

B. (U) Interview:

(U//~~FOUO~~) On 14 April 2014, [redacted] [redacted] was interviewed in [redacted] and provided the following sworn testimony:

(U//~~FOUO~~) Sometime in 2009, the power switch on the Dell monitor he used which was part of his NSAnet desktop system functioned intermittently and eventually stopped working all together. Instead of notifying appropriate Government or company authorities about the monitor's condition, he installed a toggle switch to use as a separate power switch on the power cord located on the rear of the monitor. The installation was done so the monitor would continue to function and allowed him to continue to respond to work tasks without delay. The parts used to fabricate the toggle switch came from [redacted] stock supplies. He then used black plastic taken from a piece of cable to cover the original power source to make it inoperable. He continued to use the monitor with the alternate power switch until he was reassigned by [redacted] to a contractor facility in Columbia, MD in approximately July 2012. The installation was done for expediency and because this was the type of work he did all the time for the [redacted] project he supported. He knew he was not authorized to install the separate toggle switch and he knew that it was not the proper way to repair the monitor, but he made the decision to fix the monitor anyway with no intent to damage the monitor. The repaired monitor functioned properly the entire time he was assigned to [redacted]

V. (U//~~FOUO~~) **Analysis:** The applicable authorities applied to this case included Federal Acquisition Regulation (FAR) Clause 52.237-2, Protection of Government Buildings, Equipment, and Vegetation, and DoD Instruction 5000.64, Accountability and Management of DoD Equipment and other Accountable Property.

(U//~~FOUO~~) FAR Clause 52.237-2 requires that the contractor use reasonable care to avoid damage of Government equipment. [redacted] testified that he took reasonable care of his monitor during his assignment in [redacted]. He also testified that the power switch on the monitor was working intermittently and was failing. When the switch failed, he took action to expeditiously repair the monitor by installing a new power switch so that he could continue to use it to address work tasks sent to him via NSAnet. This was the type of work he did for the contract he supported. There was no intent on his part to damage the Government's equipment. [redacted] [redacted] believed he was taking reasonable care of the monitor when he made the repair; therefore we concluded that his actions did not violate this FAR.

(U//~~FOUO~~) DoD Instruction 5000.64, Accountability and Management of DoD Equipment and other accountable property requires that all persons entrusted with the management of Government property shall be responsible for the proper use, care, physical protection, and disposal or disposition of Government property. We determined that [redacted] took proper care of his monitor; his repair action was done to allow the monitor to continue to function, and there was no evidence that his repair action was done to be irresponsible or to damage

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the Government's property. Therefore, we concluded that [redacted] actions did not involve improper activity and did not violate DoD Instruction 5000.64.

(U//FOUO) When [redacted] determined his computer monitor was defective, the normal procedure would have been to submit a trouble ticket through [redacted] to initiate repair or replacement of the defective monitor. Due to the nature of the work [redacted] performed, he believed he was authorized and qualified to make the repair to the monitor, and also viewed this as the most expeditious means to return the monitor to service. Although [redacted] decision to repair the monitor was out of the ordinary, and he did not submit a trouble ticket in accordance with the normal practice, we concluded that his action to repair the monitor was done so that he could continue to perform contract tasks and did not violate any regulation or policy.

VI. (U//FOUO) **Conclusion:** While assigned to [redacted] [redacted] took reasonable care of the NSAnet system assigned to him to include its monitor. When the monitor's power switch failed, [redacted] took action to repair the monitor so it would continue to work. The action [redacted] took was to repair his monitor and not to damage Government property. It did not constitute a violation of applicable authorities applied by the OIG in this investigation. Therefore, there was no violation by [redacted] and the allegation is unsubstantiated.

VII. (U//FOUO) **Recommendation:** It is recommended that this case be closed without further action. [redacted] will be notified that the allegation was unsubstantiated.

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Appendix A
Applicable Authorities

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(U) Applicable Authorities

(U) Federal Acquisition Regulation (FAR) Clause 52.237-2 Protection of Government Buildings, Equipment, and Vegetation.

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(U) DoD Instruction 5000.64, Accountability and Management of DoD Equipment and Other Accountable Property

a. All persons entrusted with the management of Government property shall:

(1) Possess and continually demonstrate an appropriate level of competence and proficiency in property accountability and management.

(2) Be held in the highest ethical standards in accordance with DoDD 5500.07 (Reference (i)).

(3) Be responsible for the proper use, care, physical protection, and disposal or disposition of all Government property. This responsibility includes:

(a) Using Government property for official business only.

(b) Complying with all applicable regulations.

(c) Contacting the appropriate authority if property is subjected to undue risk of loss, damage, destruction, theft, fraud, waste, abuse, or mismanagement.

(e) Reporting any misuse of Government property to appropriate investigative organizations through proper channels.

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Appendix B

Asset Tracker Property Record pertain to Mr. and Computer Monitor

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DYNAMIC PAGE - HIGHEST POSSIBLE CLASSIFICATION IS

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ASSET TRACKER

asset management made simple

Last DPAS Update: 10/23/2013 10:29:0
Service Now Update: 10/24/2013 11:24:0

My Software Feedback Manual Barcodes Search

My Account Search & Reports Property Officer Inventory Logged in as: [redacted]
My Assets Claim Assets Asset History Profile Request Permissions Pending Changes GFP Assets

(U//FOUO) Asset History for [redacted] Back

(U//FOUO) Asset Information

Owner:	CPO:	Last Confirmed:	Last Modified:	Inventoried On:	Inventory Method:	Disputed On:	Created On:
[redacted]	CPOSID	10/8/2013	10/23/2013	10/1/2012			8/27/2007

(U//FOUO) Owner History

Asset Owner	Created On	Created By	Transferred On
[redacted]	9/27/2013 10:24:00 AM	DPAS	N/A
[redacted]	8/12/2013 6:15:00 AM	DPAS	9/27/2013 10:24:00 AM
[redacted]	1/24/2013 6:20:00 AM	DPAS	8/12/2013 6:15:00 AM
[redacted]	12/10/2007 5:09:00 AM	dbo	1/24/2013 6:20:00 AM
[redacted]	10/15/2007 6:09:00 AM	dbo	12/10/2007 5:09:00 AM
[redacted]	8/27/2007 6:09:00 AM	dbo	10/15/2007 6:09:00 AM

(U//FOUO) Transaction History

Action	Created By	Created On	Email Recipients	Feedback
confirm	[redacted]	6/7/2013 11:50:00 PM	[redacted]	<p><p>Classification: Unclassified//For Official Use Only</p> <p>(U) Please Do Not Reply To This Email. Forward all questions to DL Asset MGMT. If you have any DPAS or technical questions contact the Asset Tracker Help Desk - DL ASSETTRACKHELP.</p> <p></p></p>
cancel transfer	[redacted]	1/23/2013 11:38:00 AM	[redacted]	<p>Classification: Unclassified//For Official Use Only (U//FOUO) A request that ownership of the asset [redacted] be transferred has been cancelled by the Property Officer [redacted]. (U//FOUO) Ownership of this asset will remain with [redacted].</p>
claim	[redacted]	1/22/2013 3:26:00 PM	[redacted]	<p>Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY [redacted] has submitted a change request in Asset Tracker [redacted] to DPAS asset [redacted] please make the following changes in DPAS: Building: No Change</p>
confirm	[redacted]	11/8/2011 8:46:00 PM	[redacted]	<p>Classification: Unclassified//For Official Use Only (U) Please Do Not Reply To This Email (U) You are receiving this e-mail because you accepted asset liability by either confirming your asset/s via Asset Tracker or scanning them via SCAN-IT (Kiosk). The Asset Tracker</p>

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Asset Tracker v2.5.1
Content Steward: DL Asset Mgmt DPAS Content Steward: DL Asset Tracker Help Organization: [redacted] Page Publisher: [redacted]
Extended Resources
Remedy LL2 Ground Breaker My Software

DERIVED FROM: NSA/CSSM 1-52
DATED 08 JAN 2007
DECLASSIFY ON: 20320103

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Appendix C

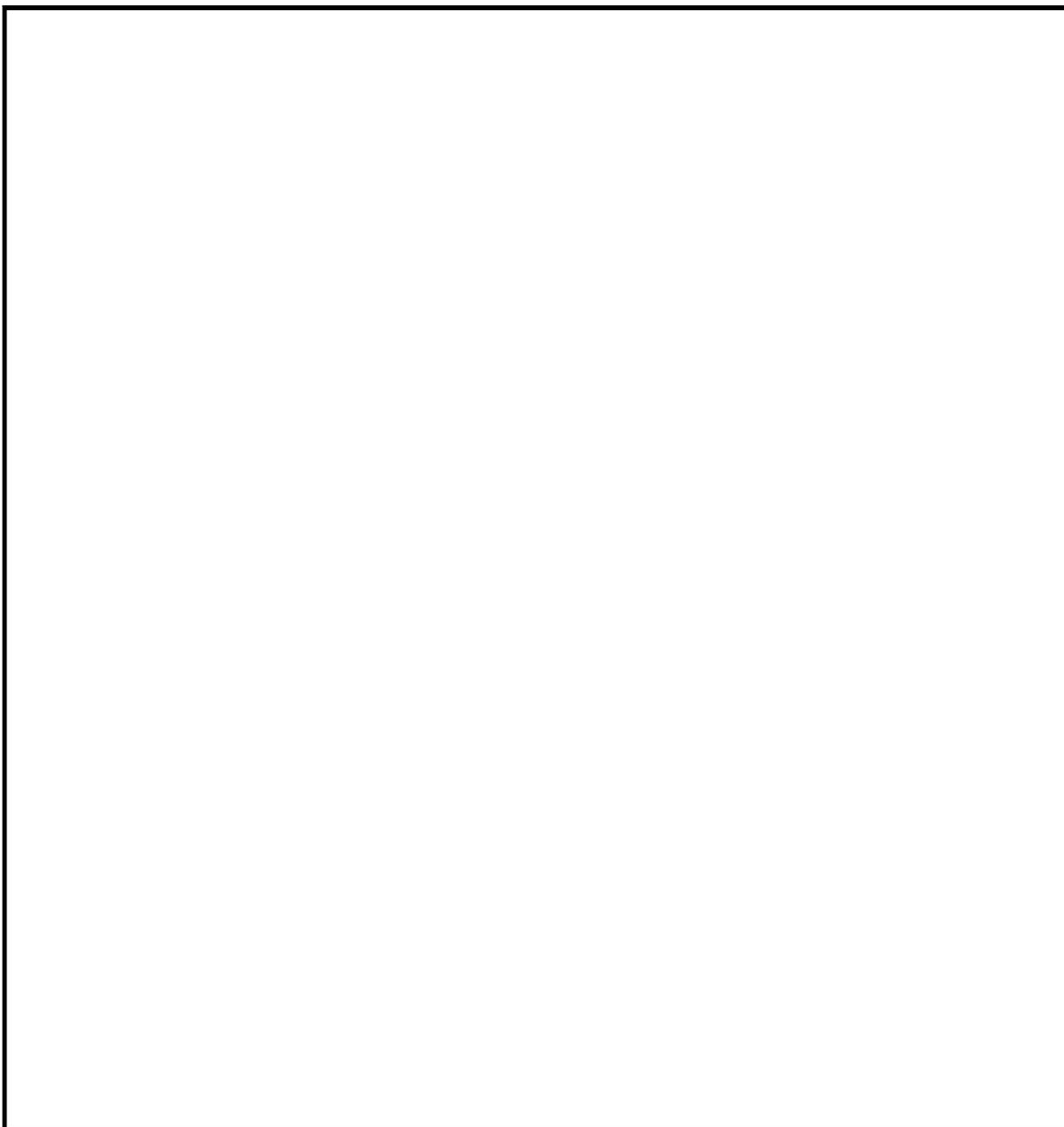
(U//~~FOUO~~) [redacted] Statement of Work and Technical Task Orders

Note: Documents classified ~~SECRET//SI//REL to USA, AUS,~~

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August 30, 2011

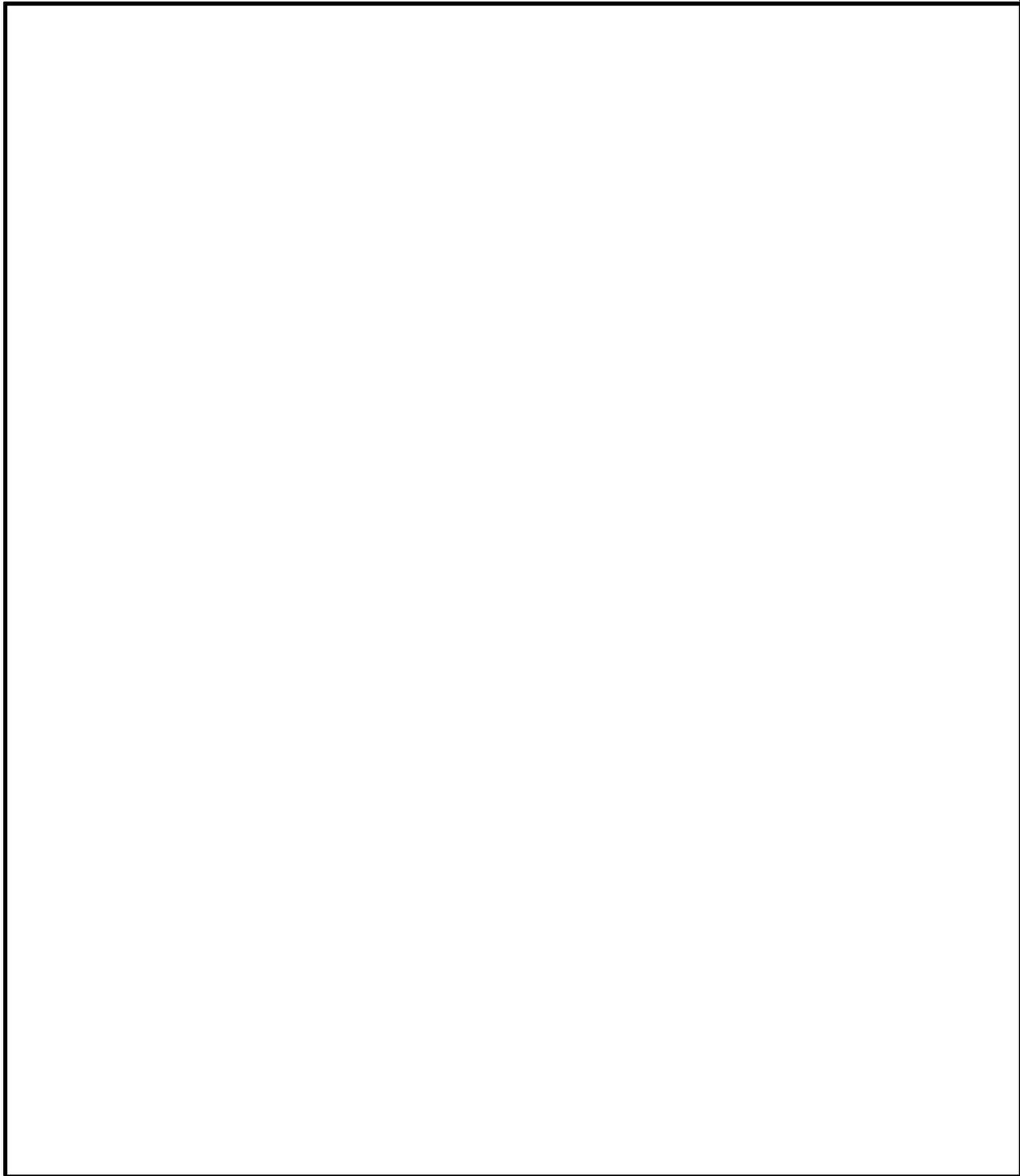


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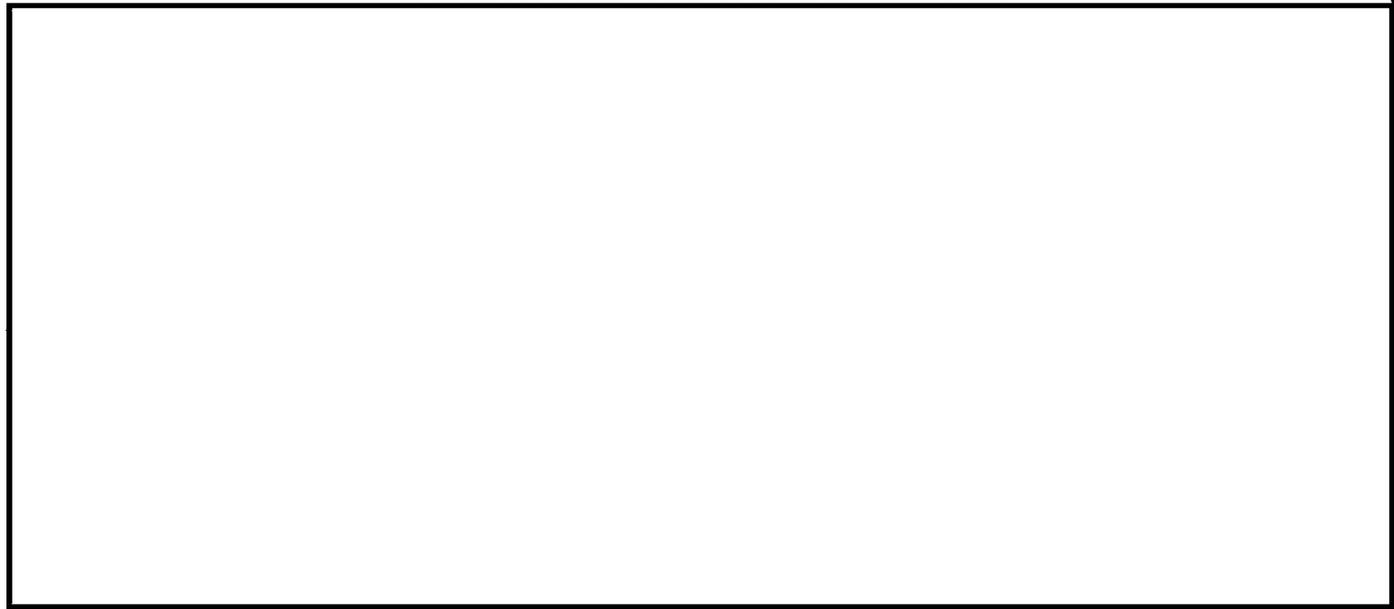
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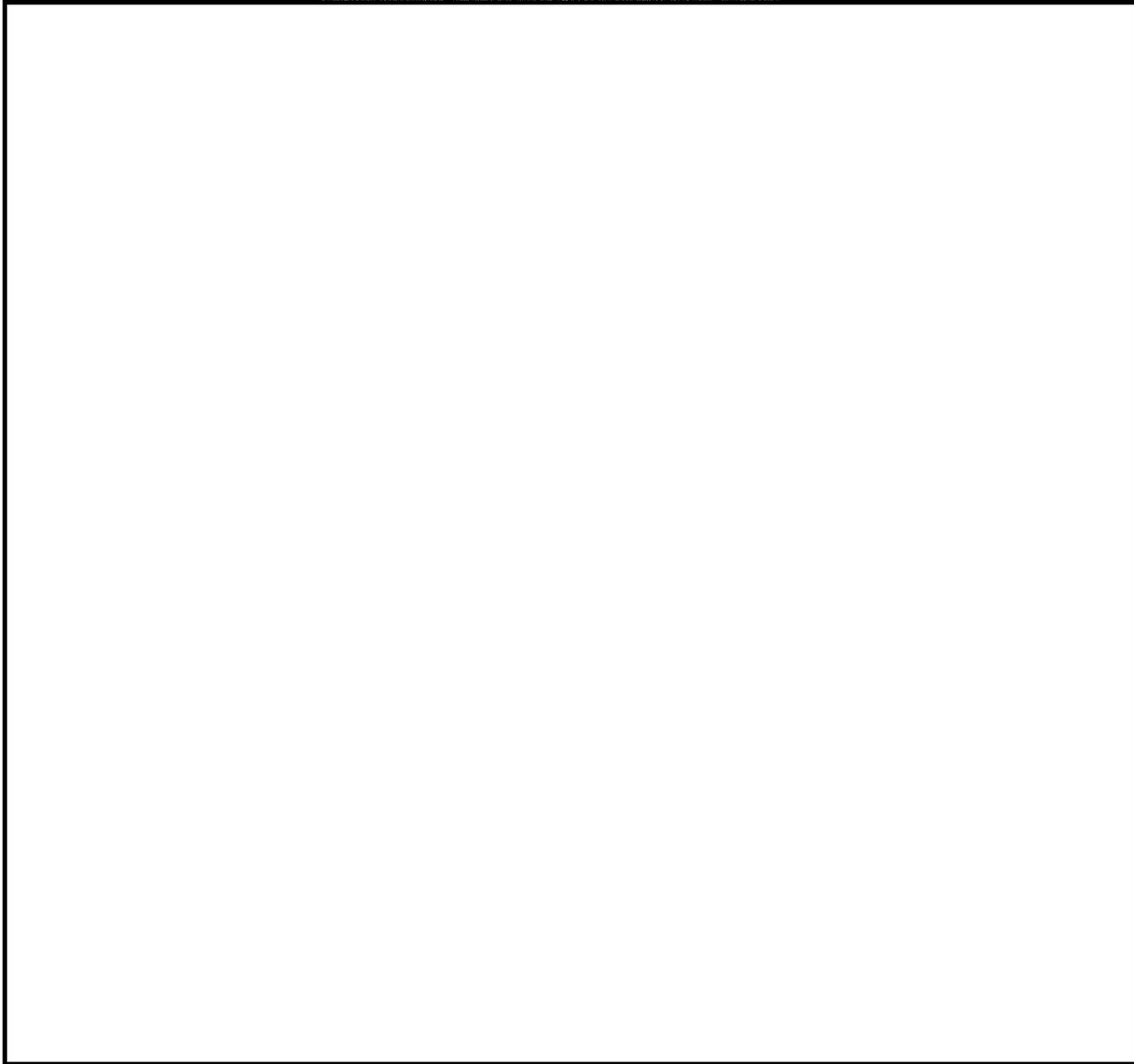
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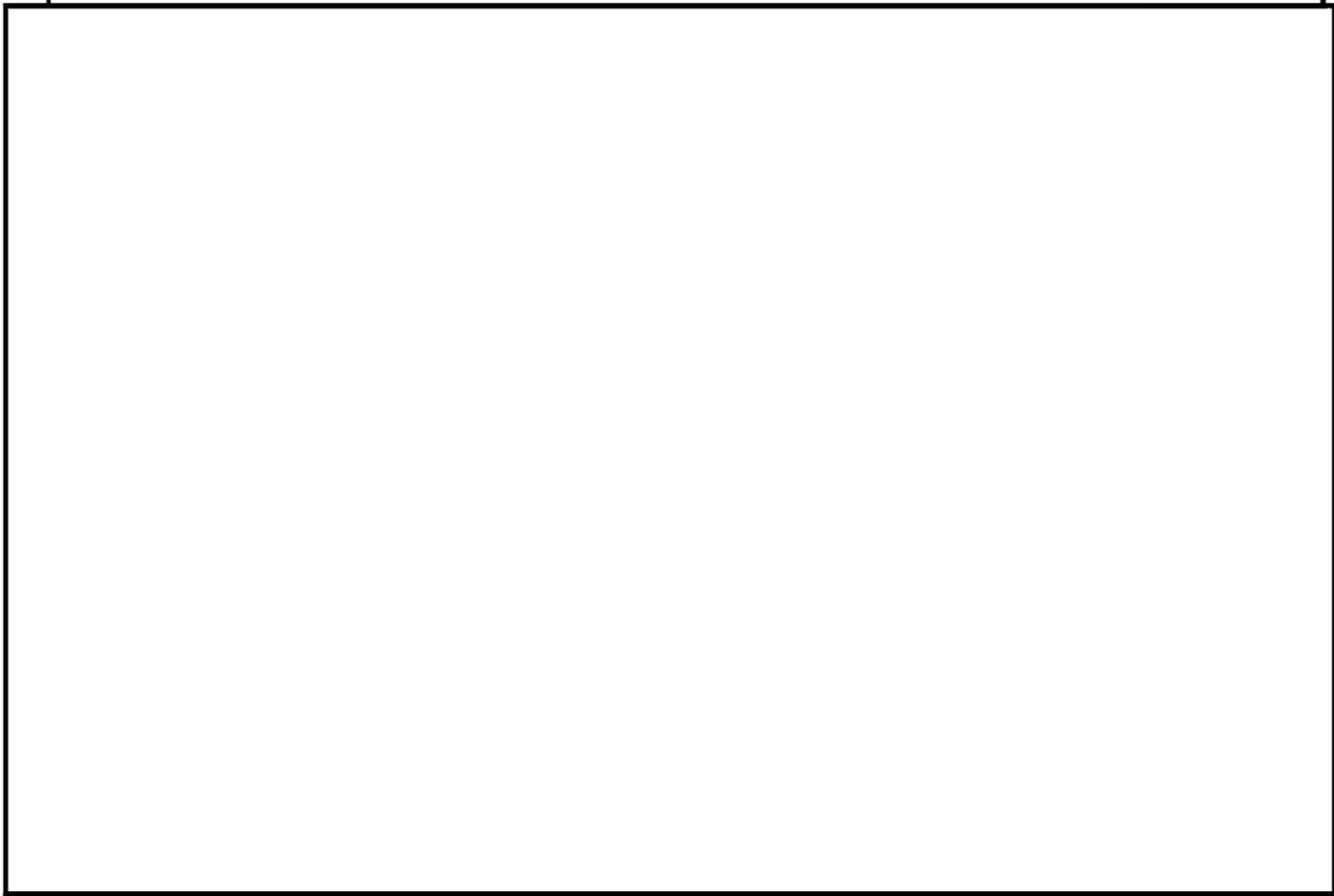


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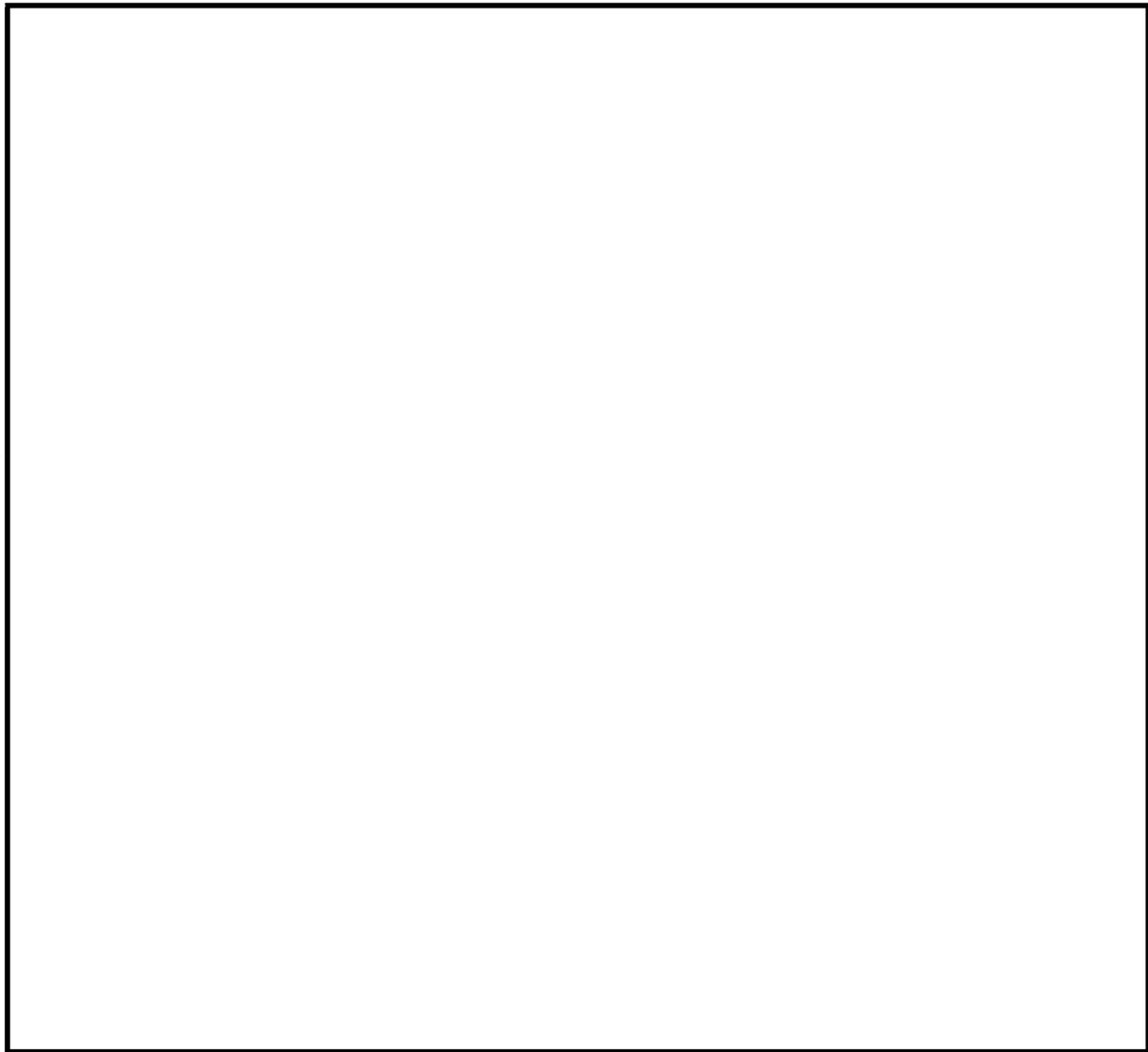
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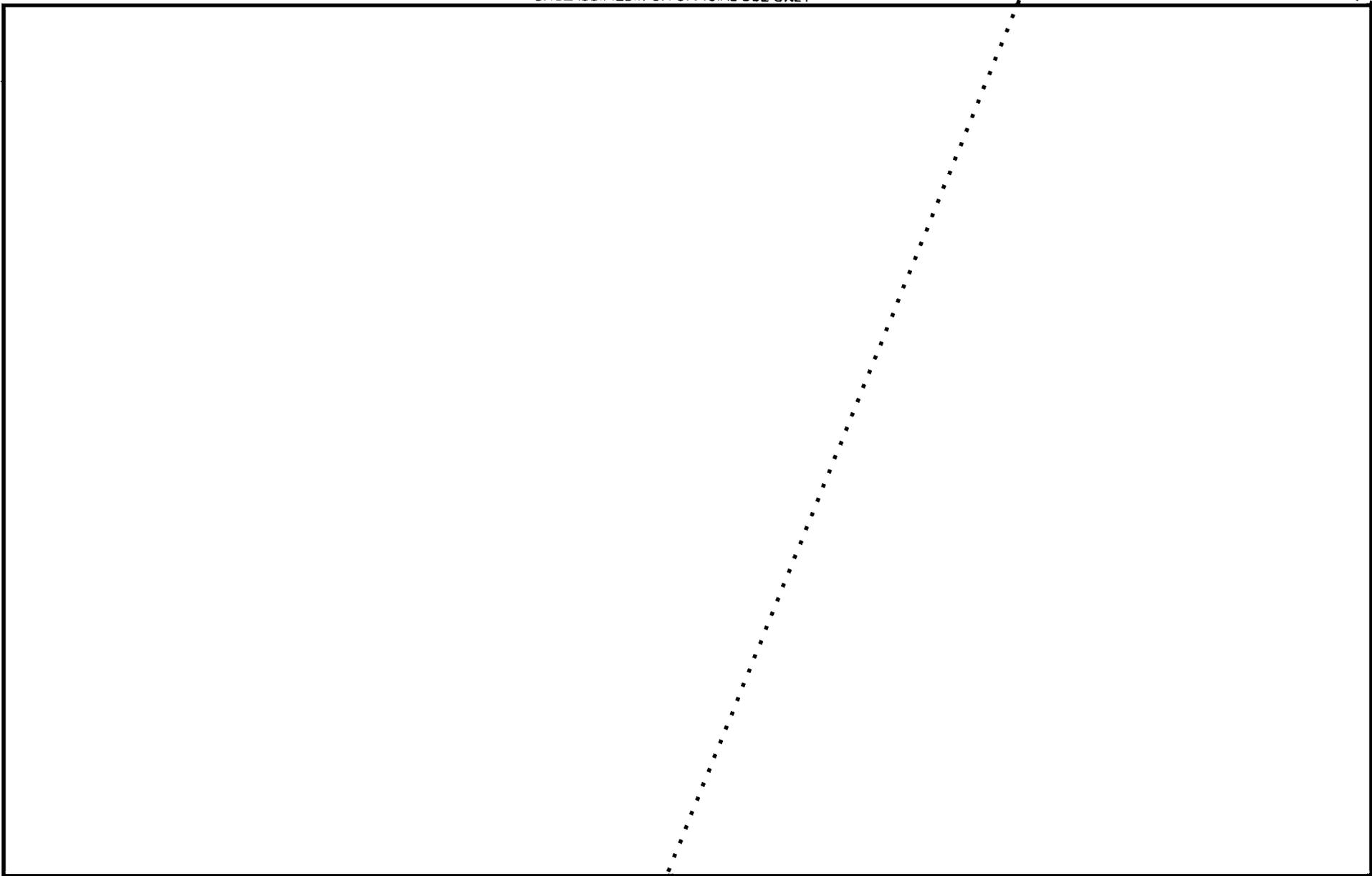
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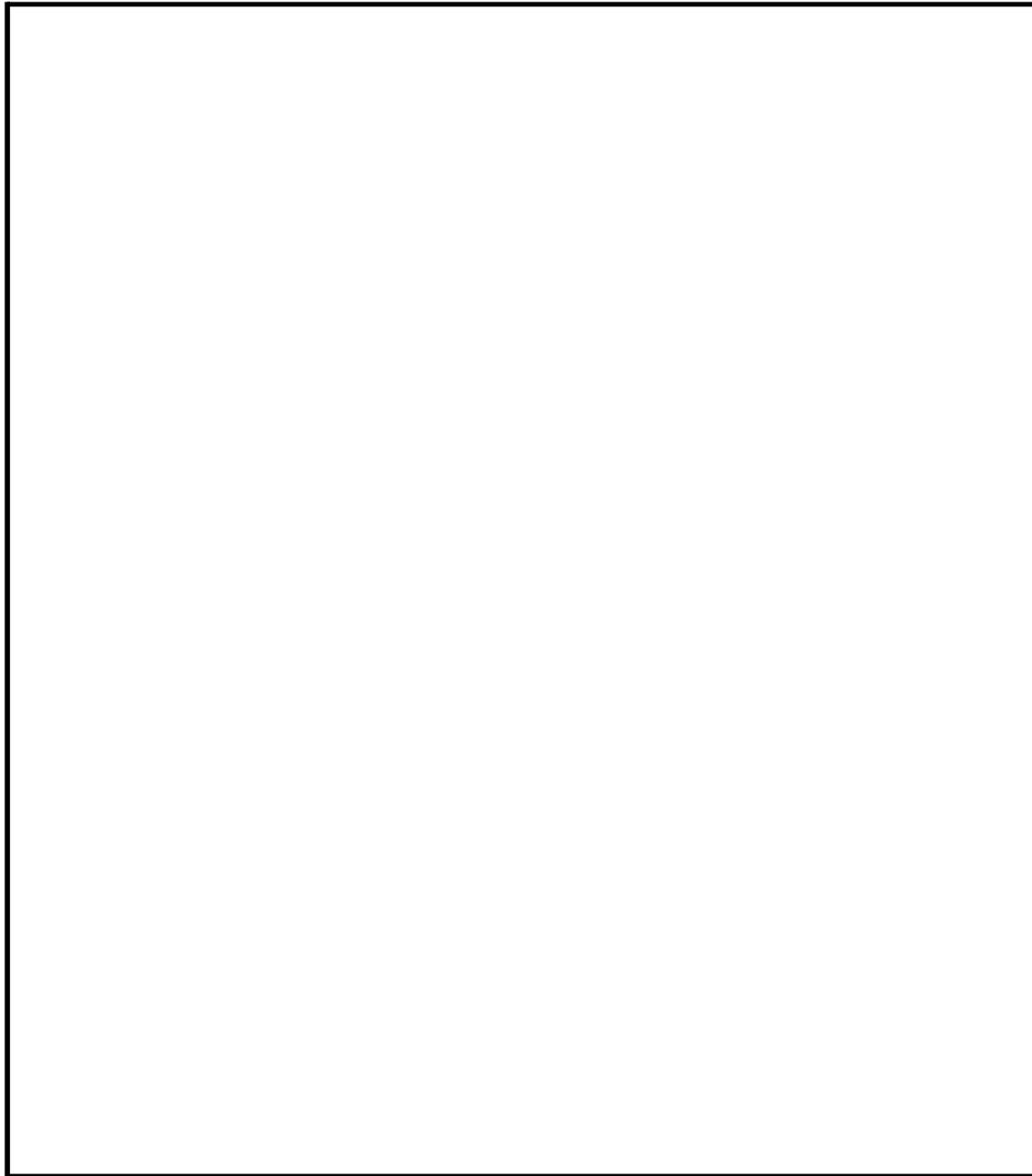
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Funding Sheet

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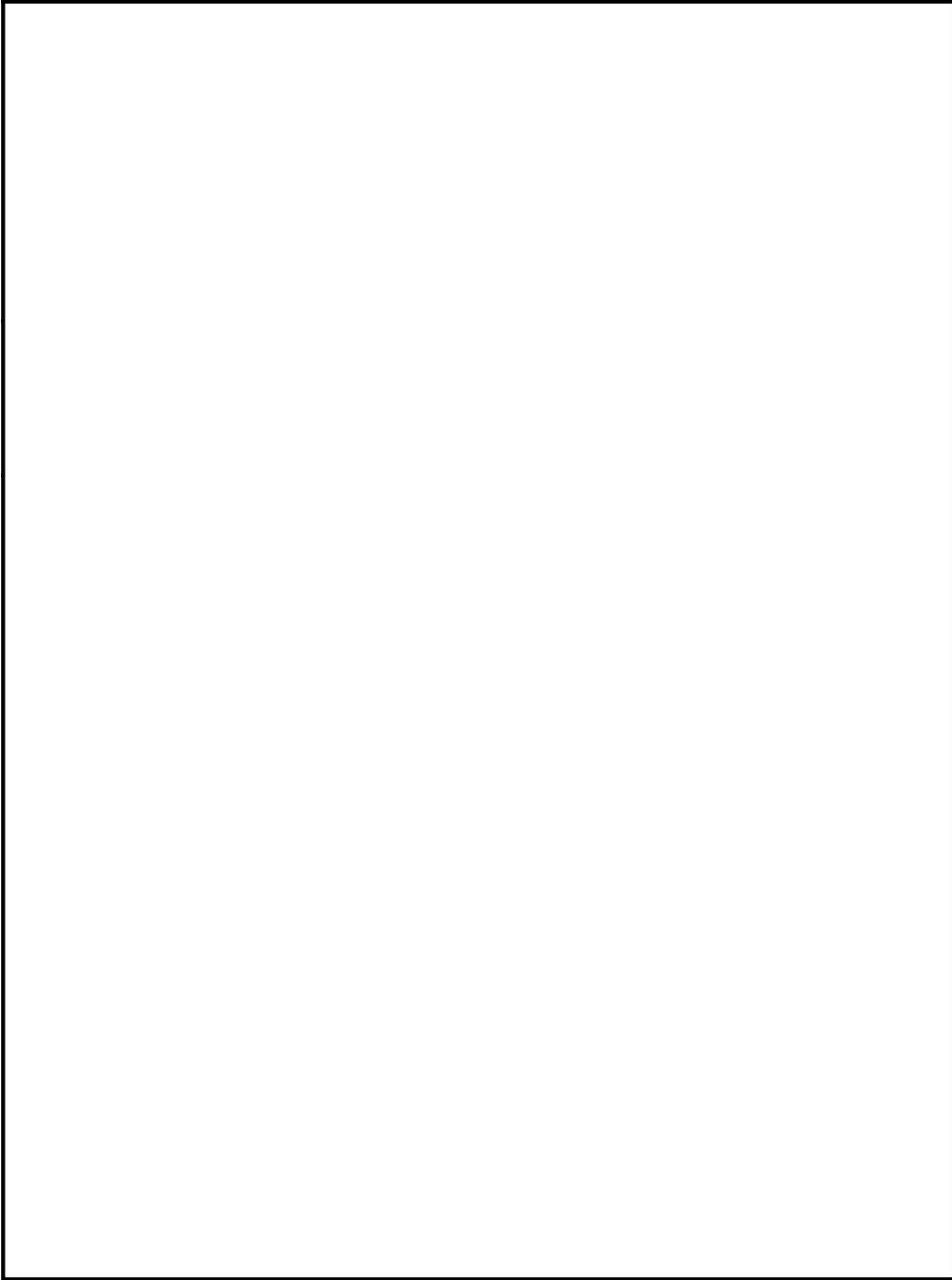
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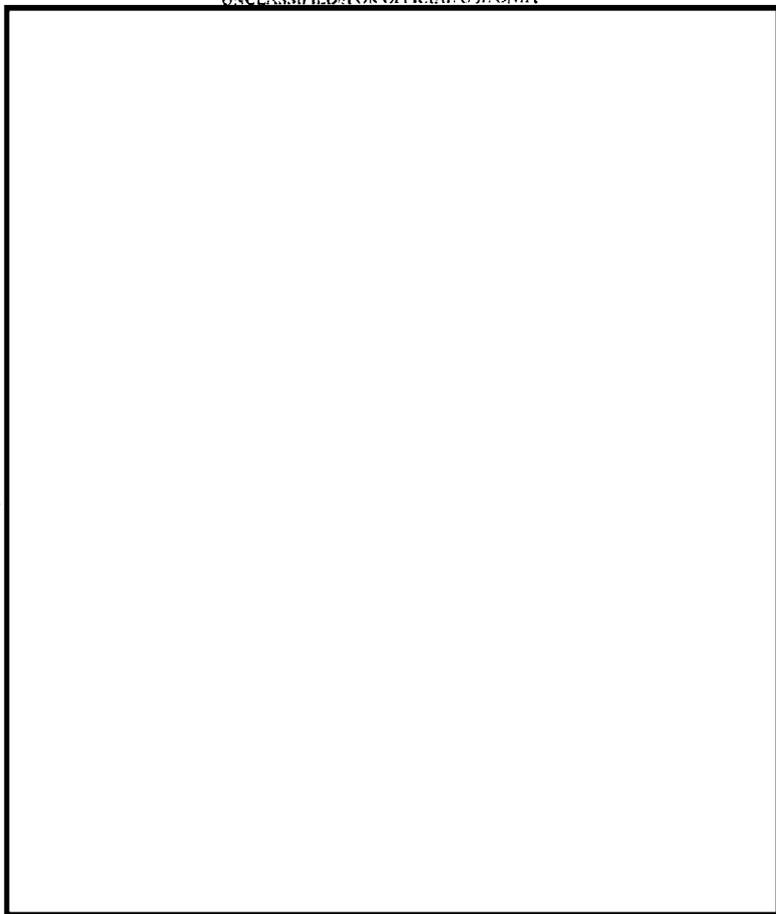
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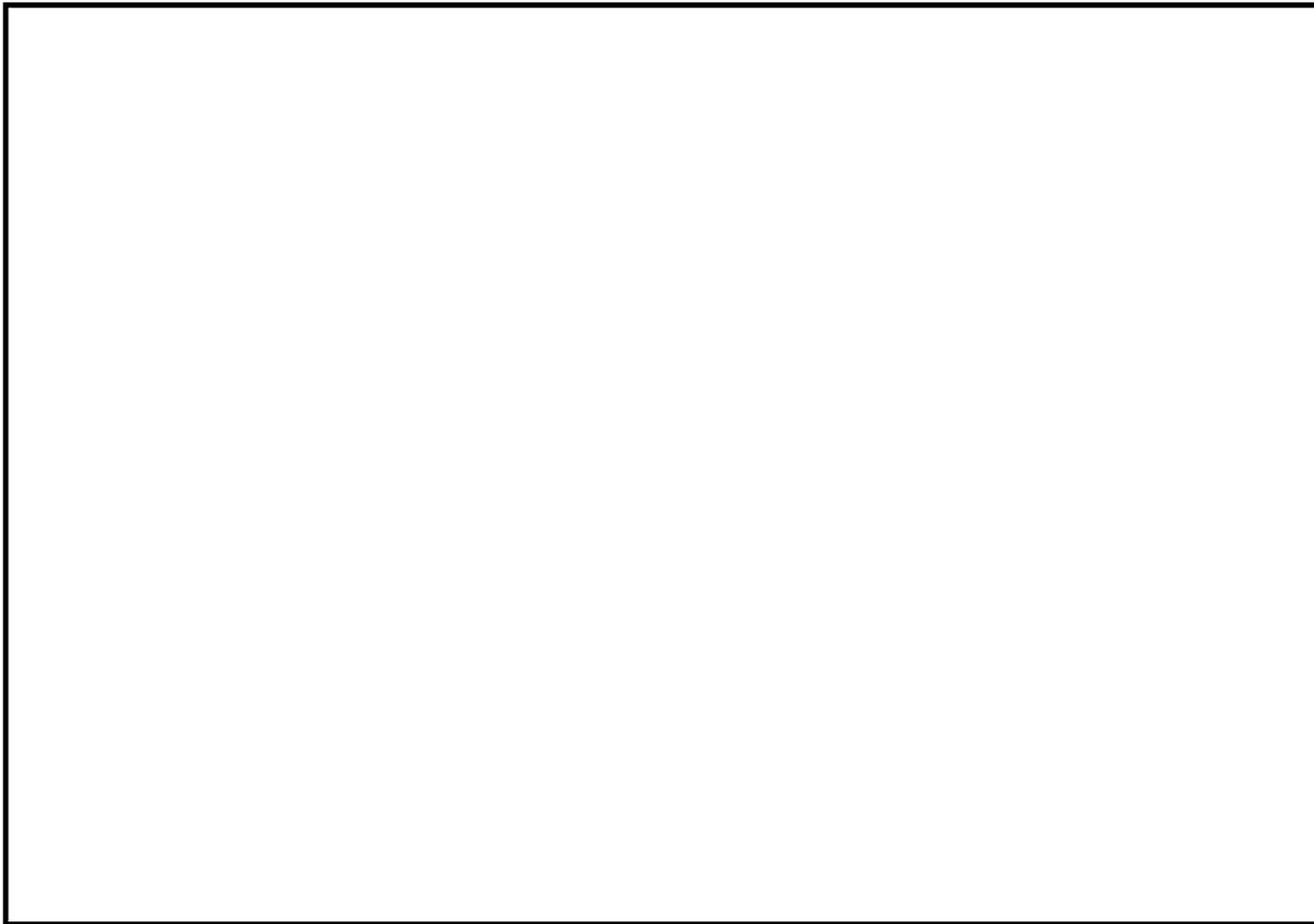


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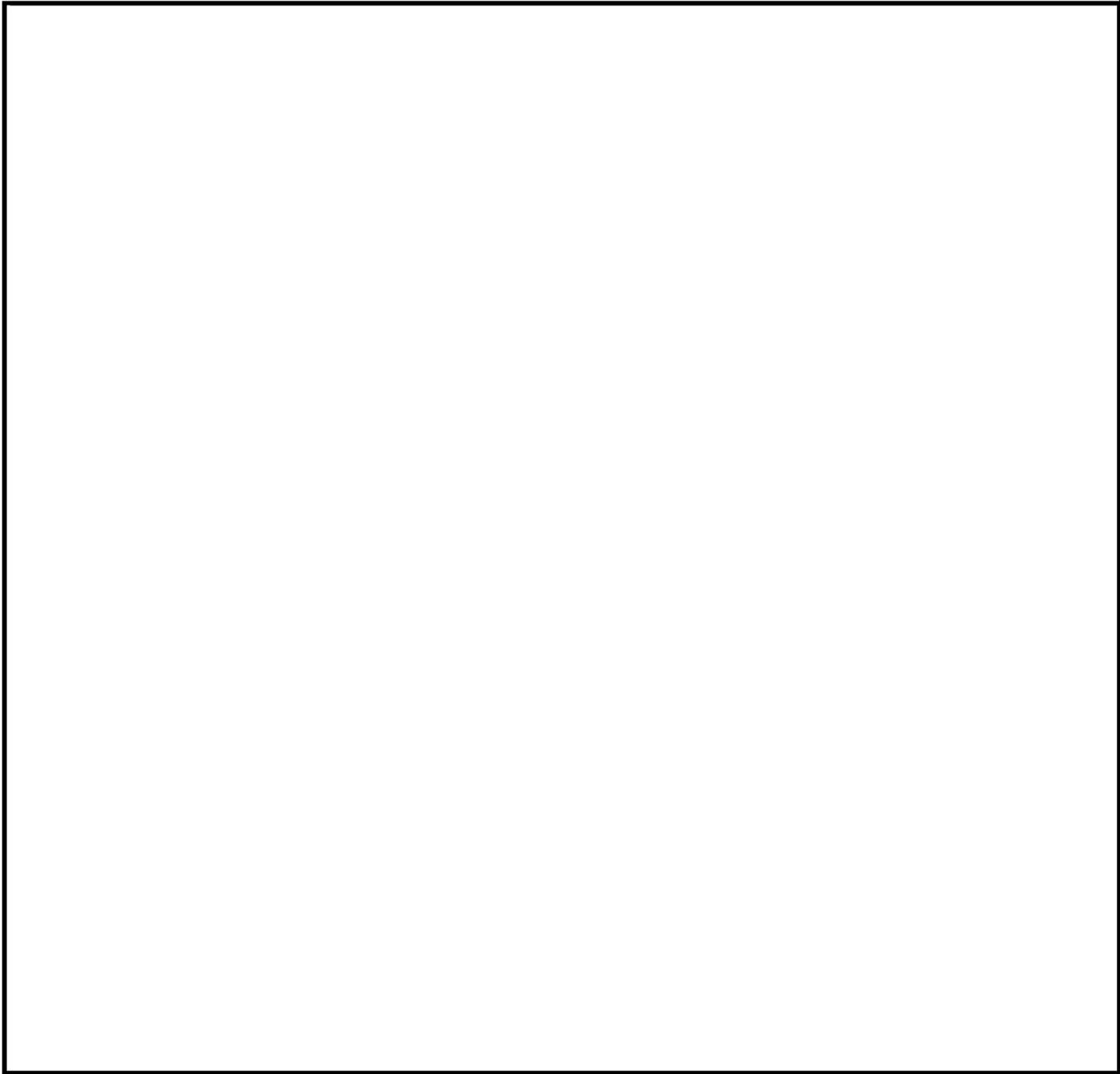
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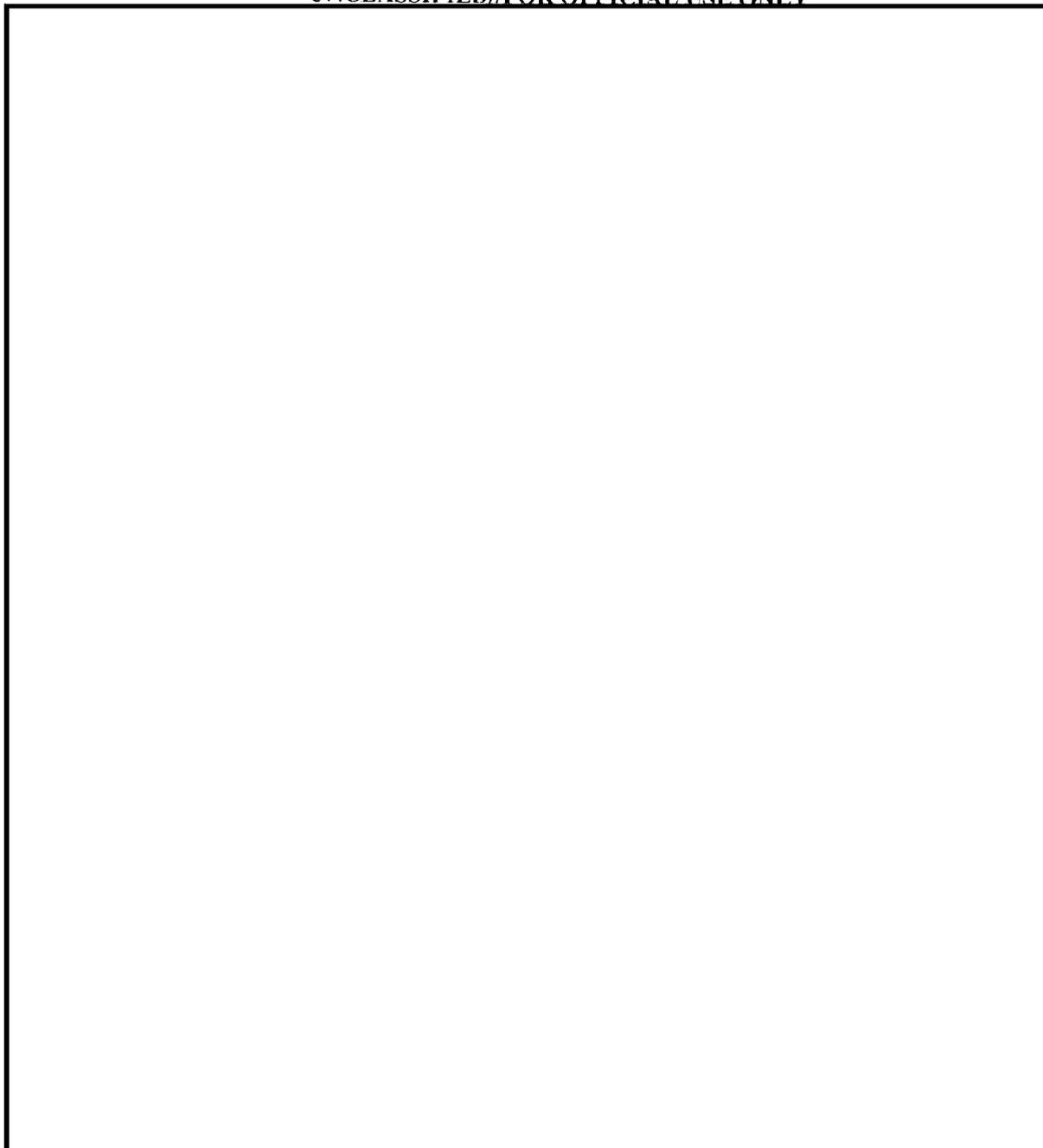
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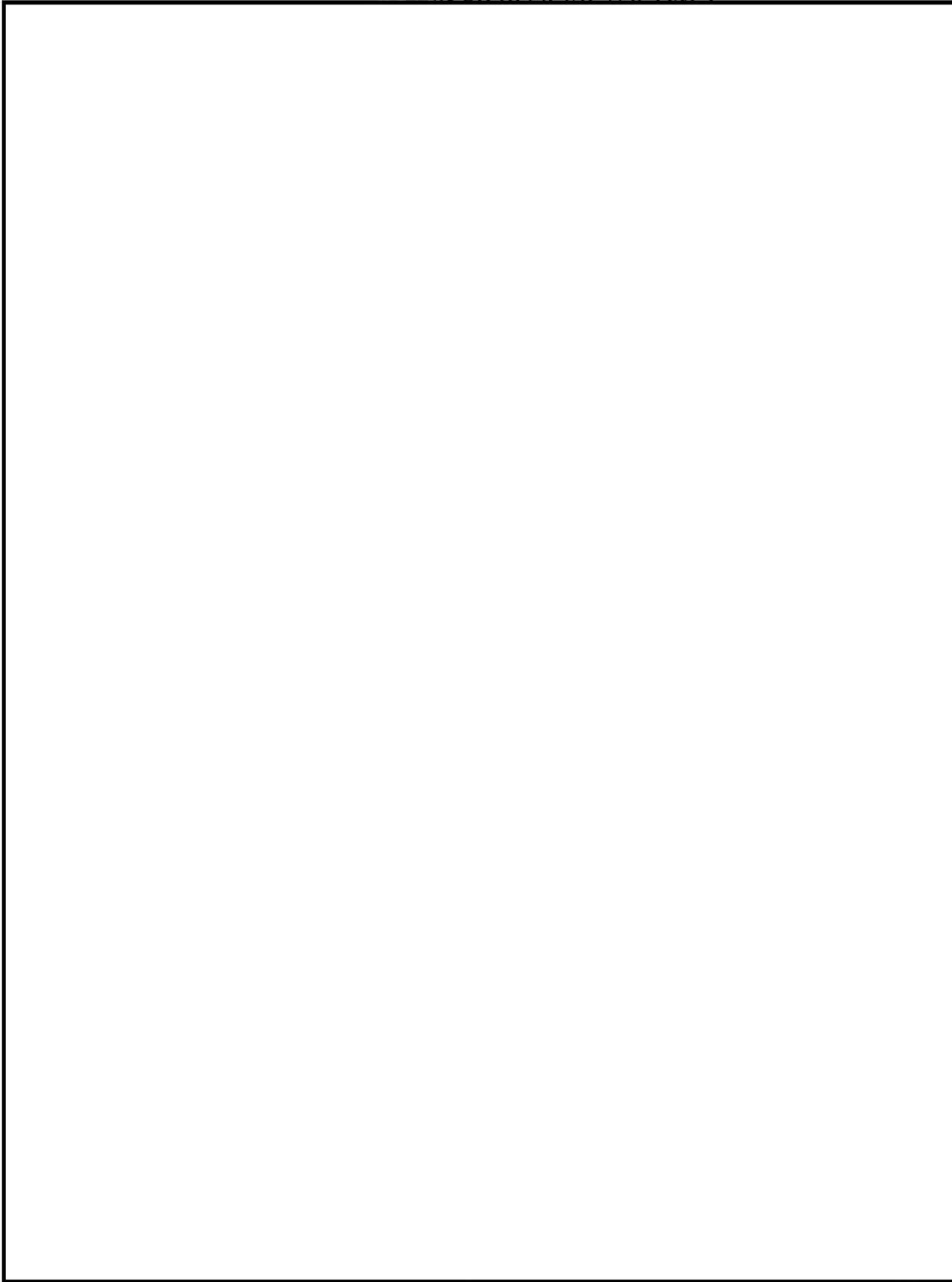
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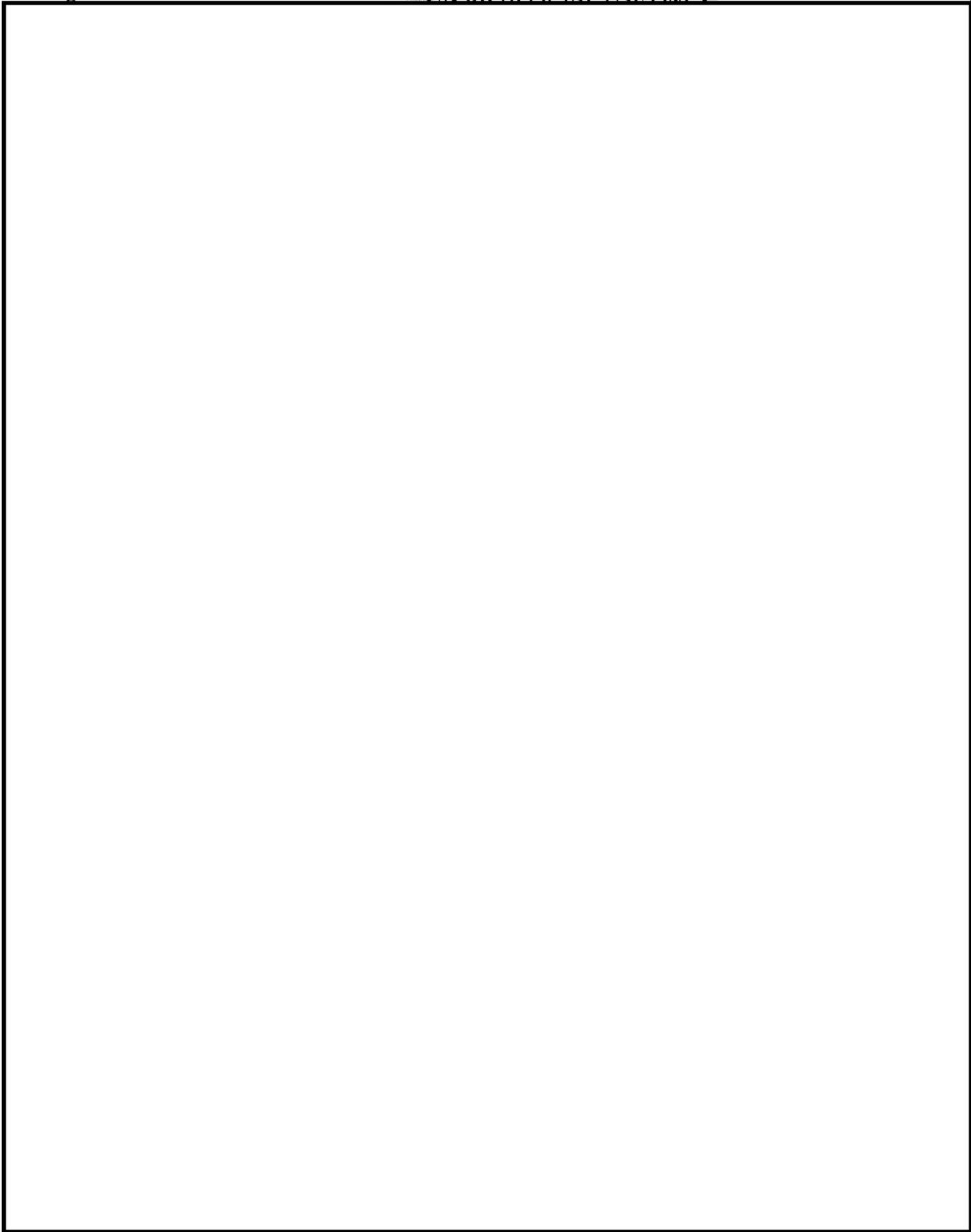
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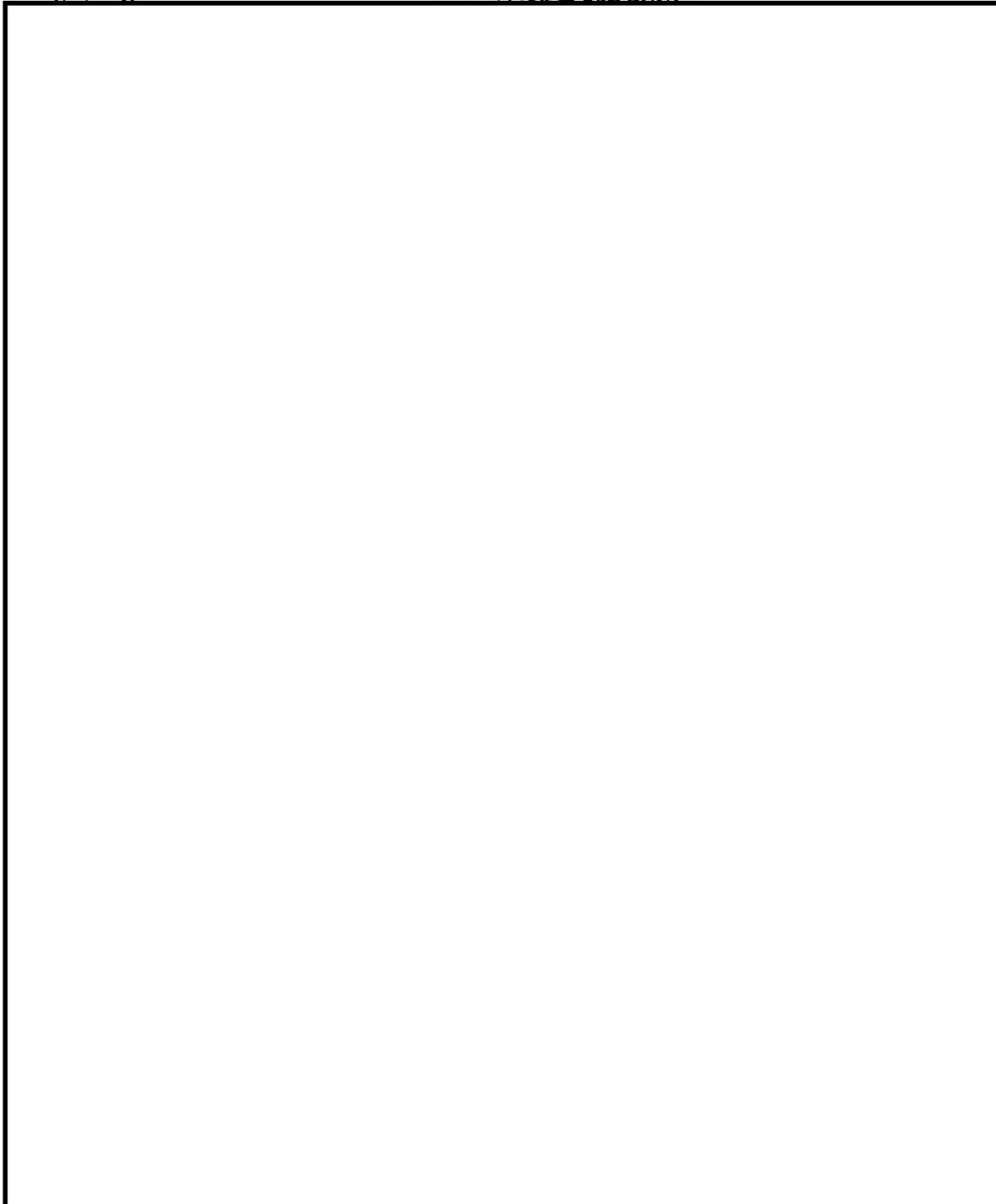
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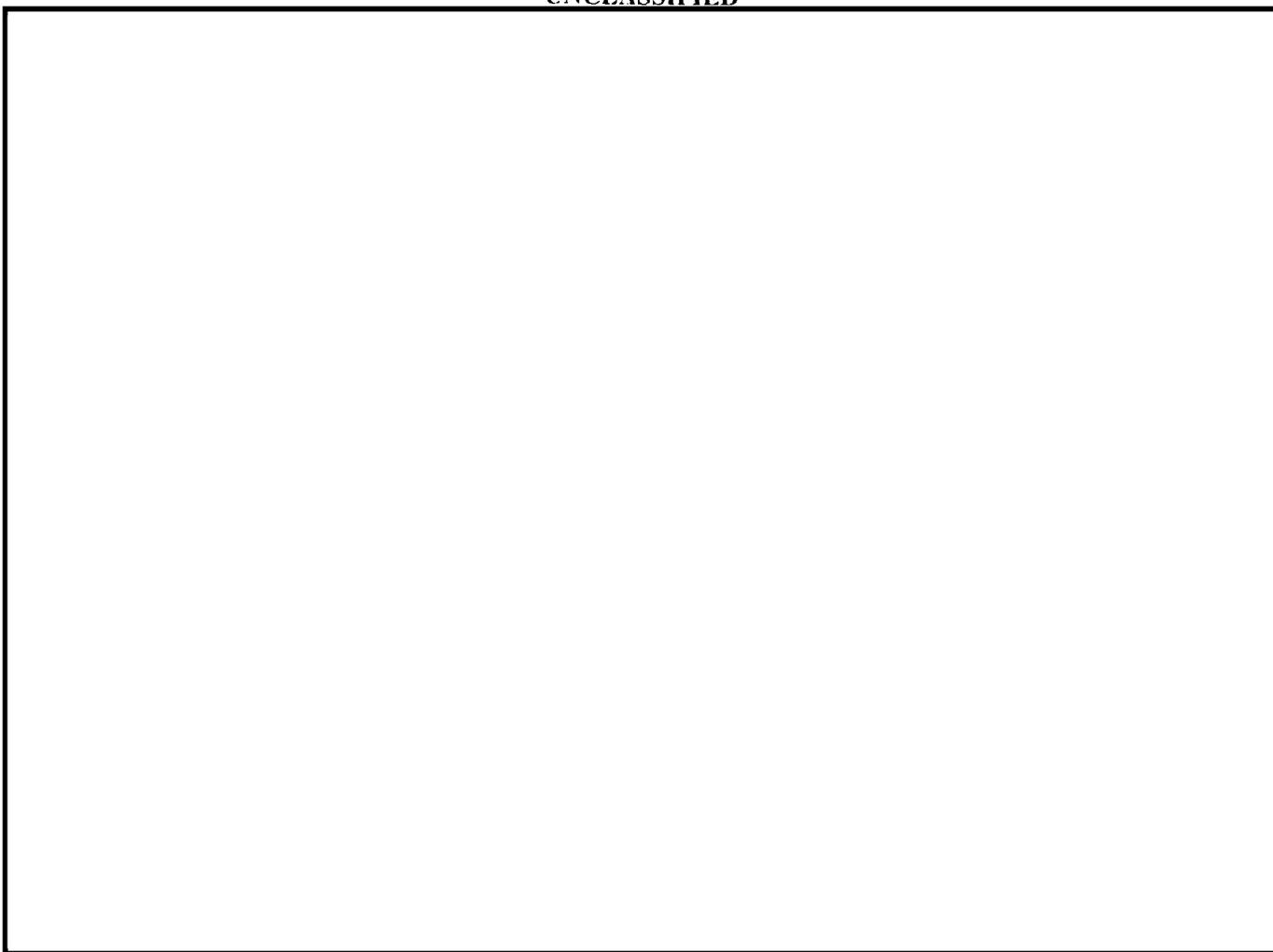
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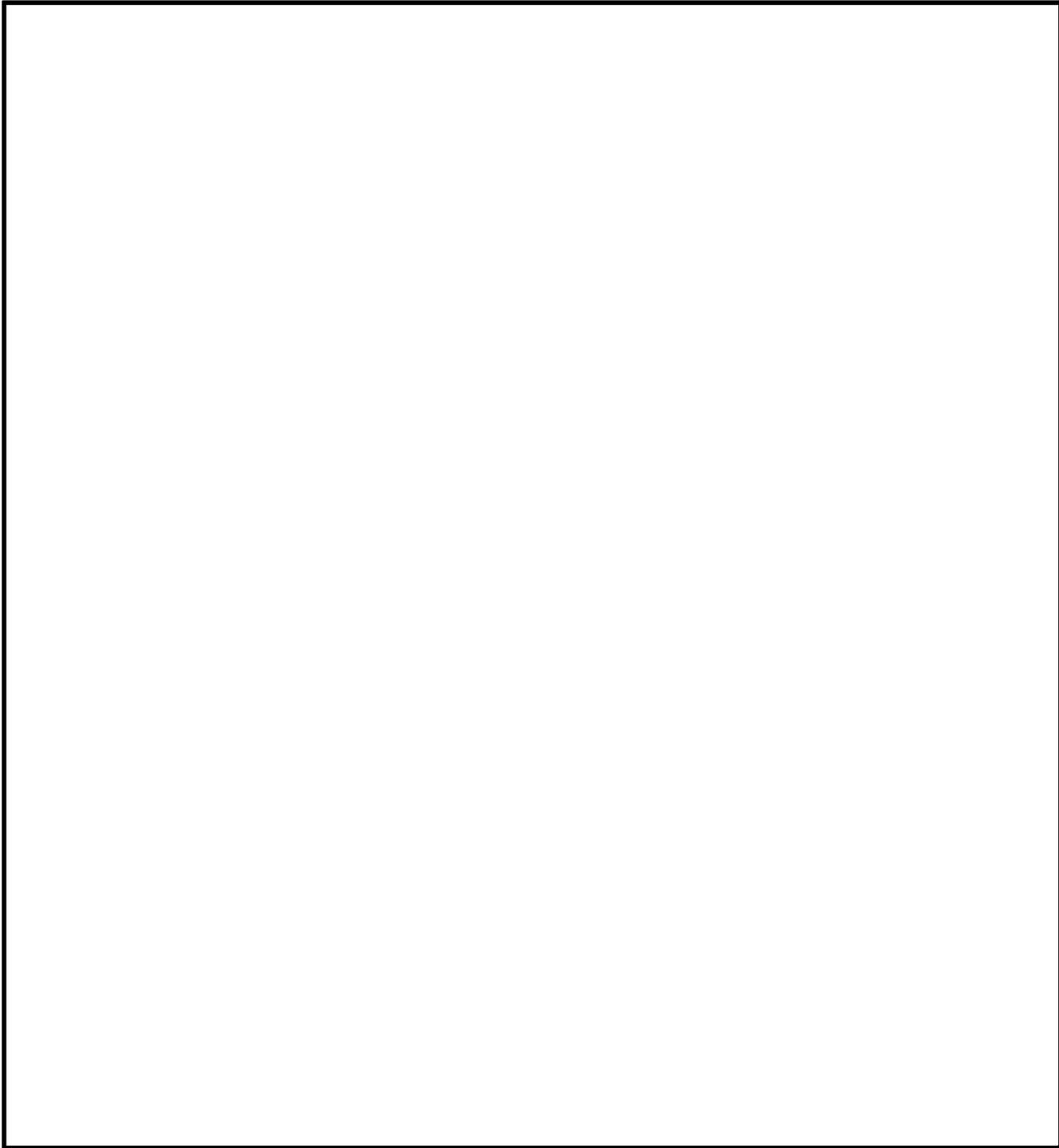
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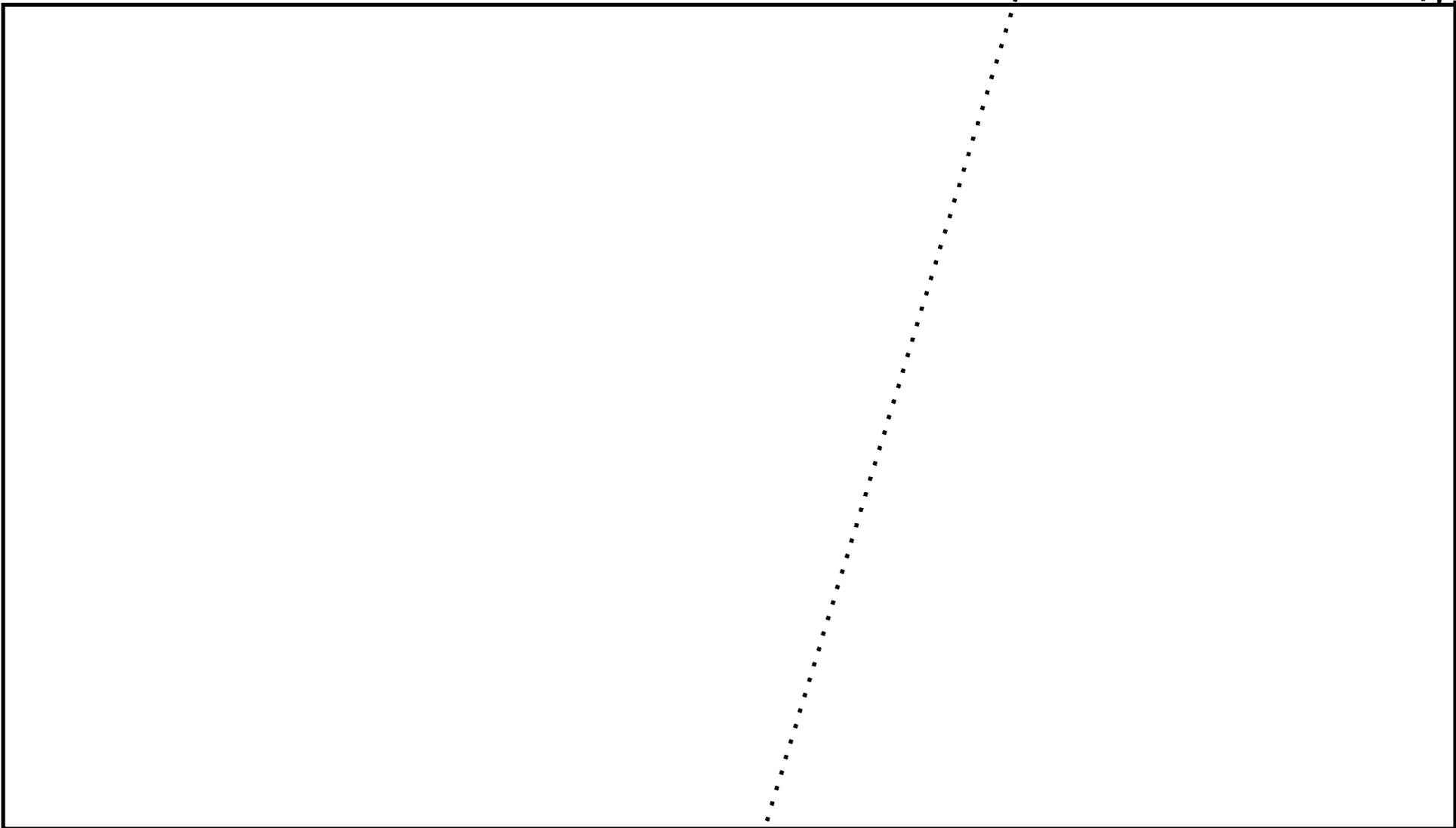


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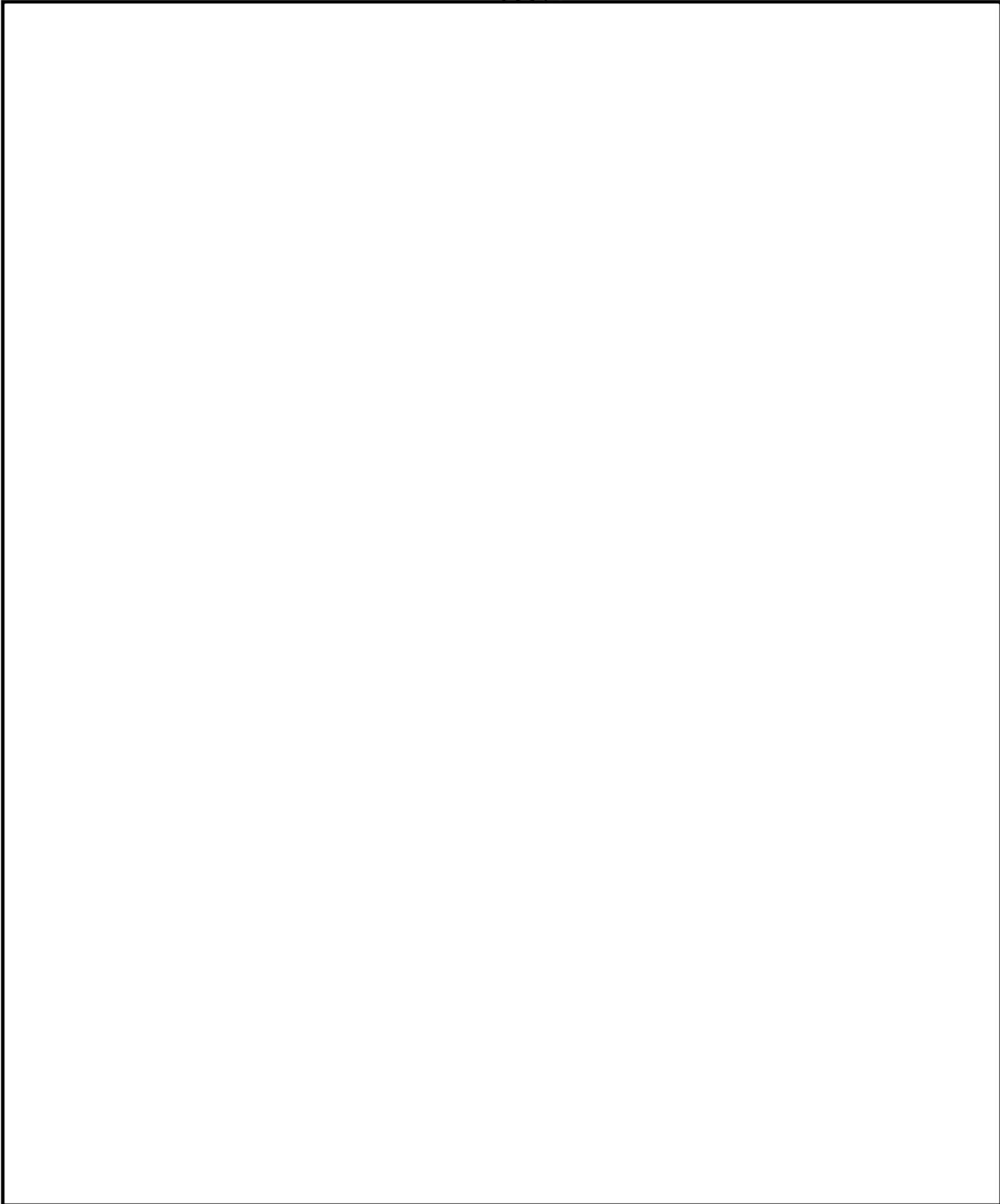
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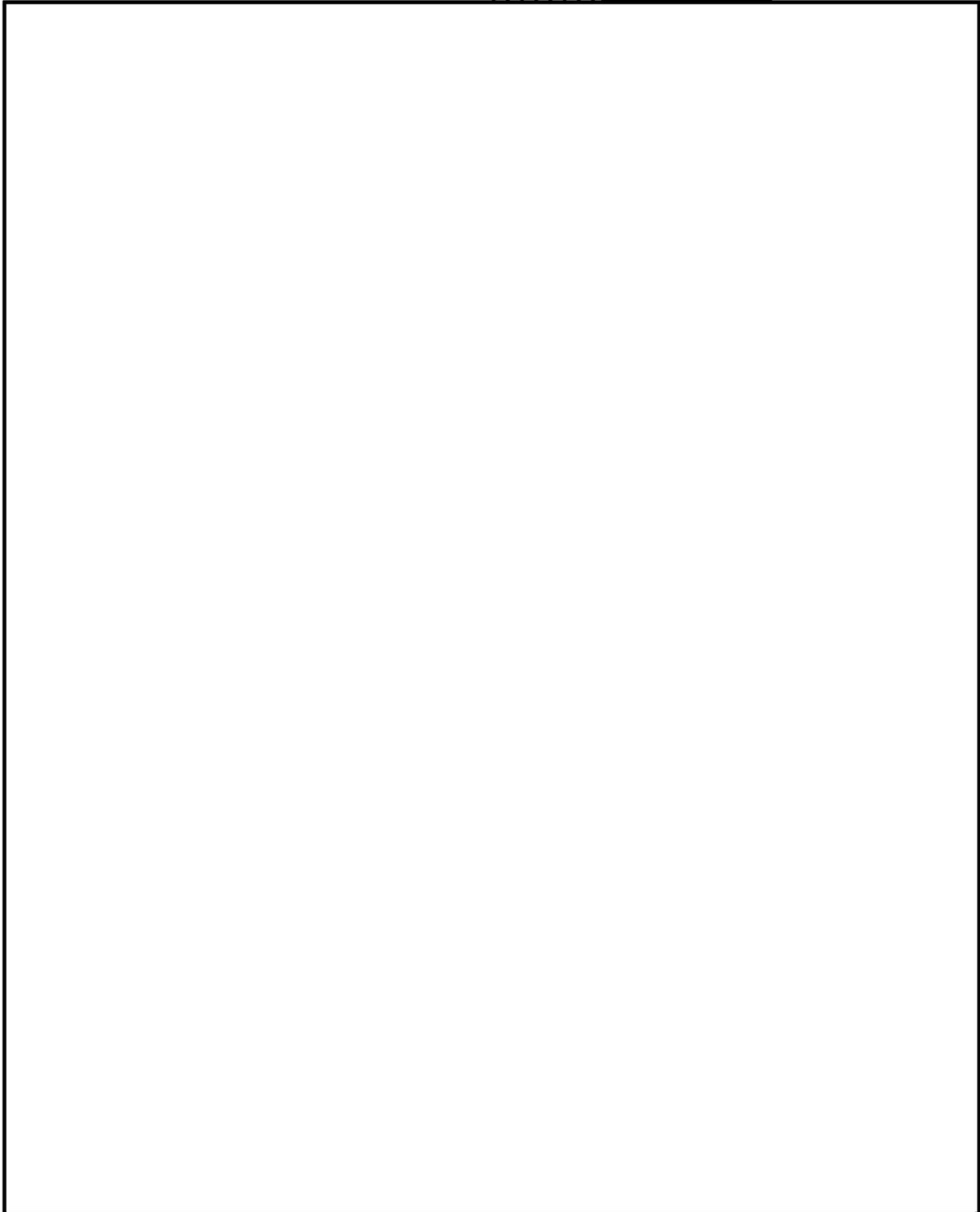
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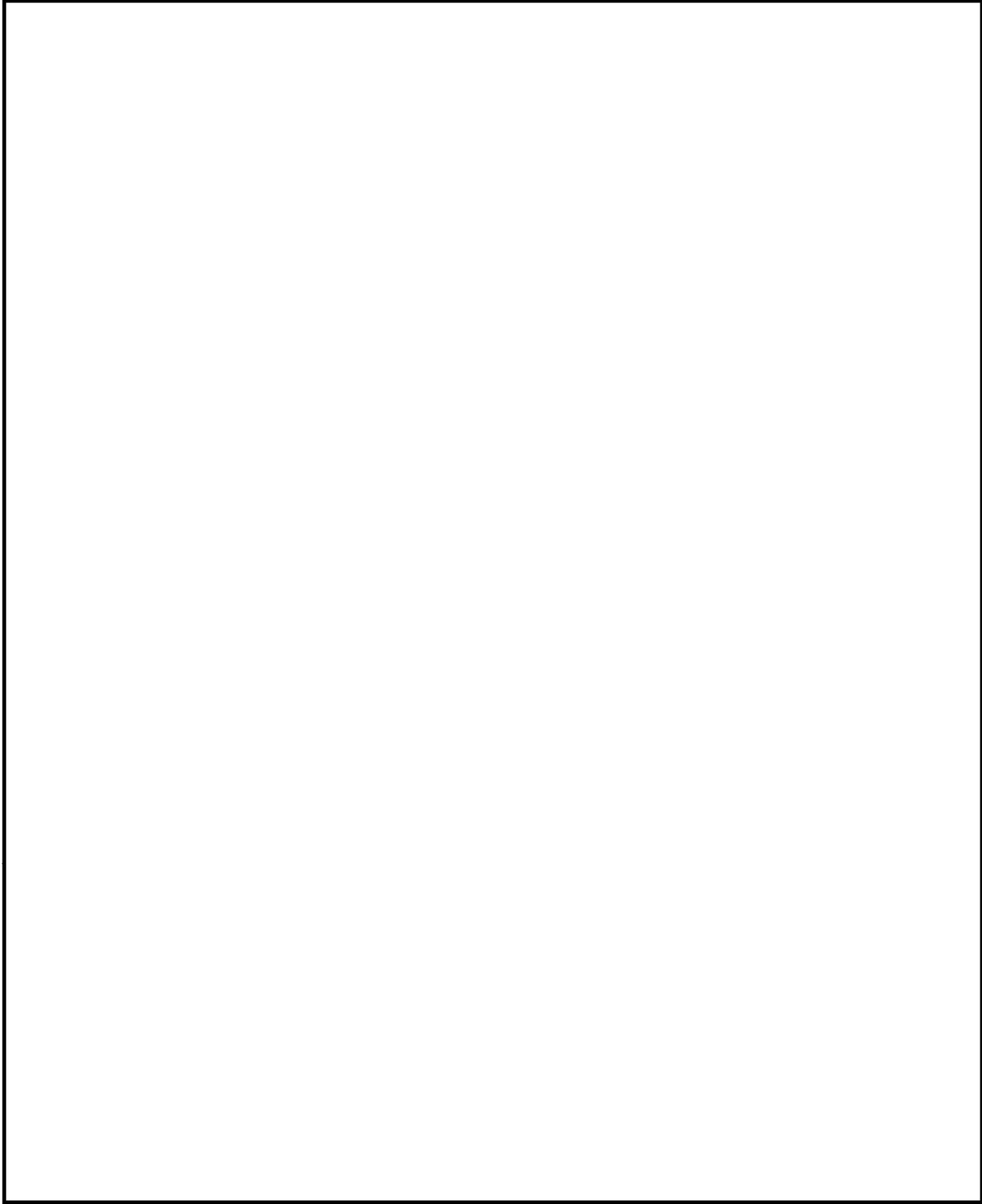


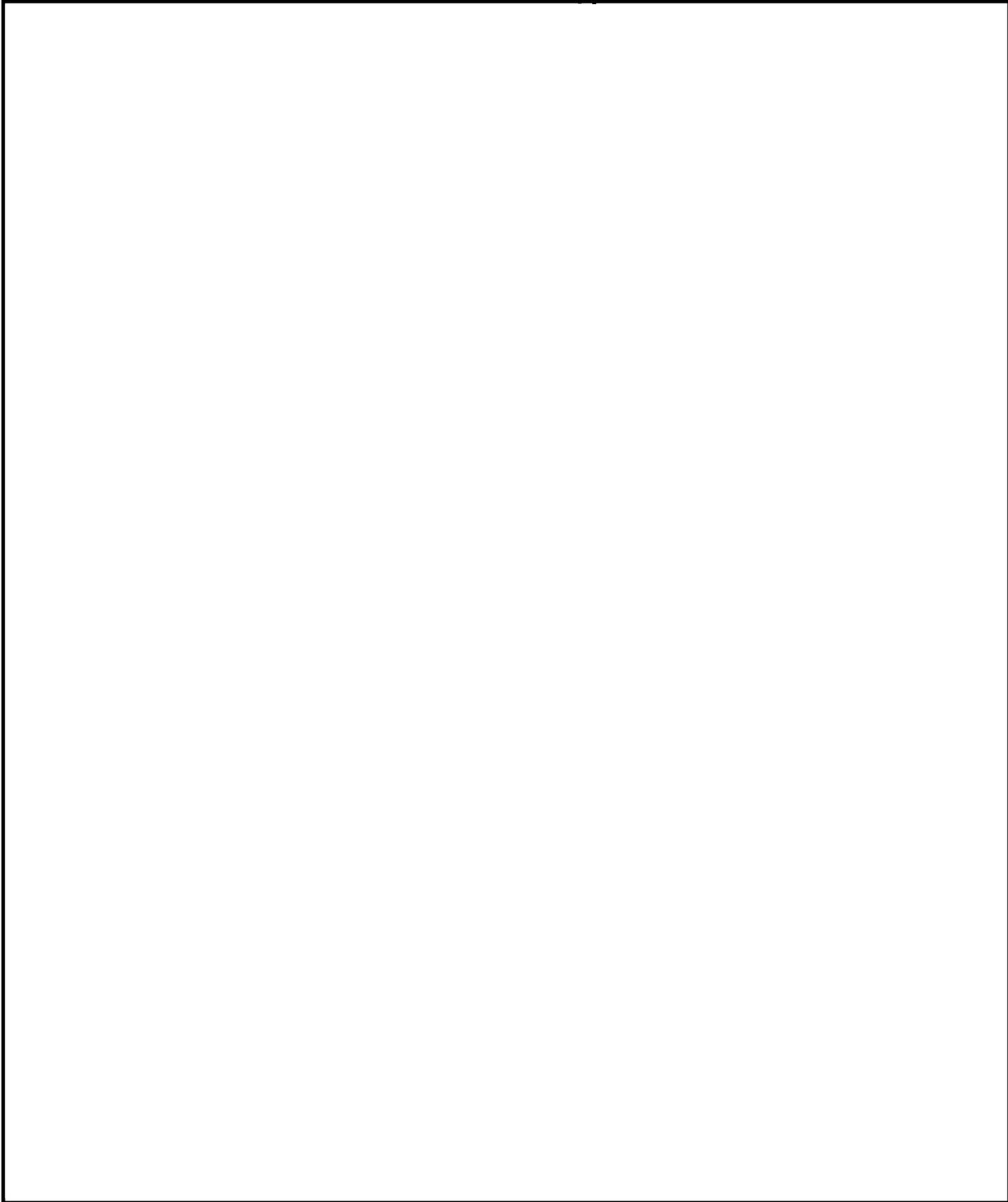
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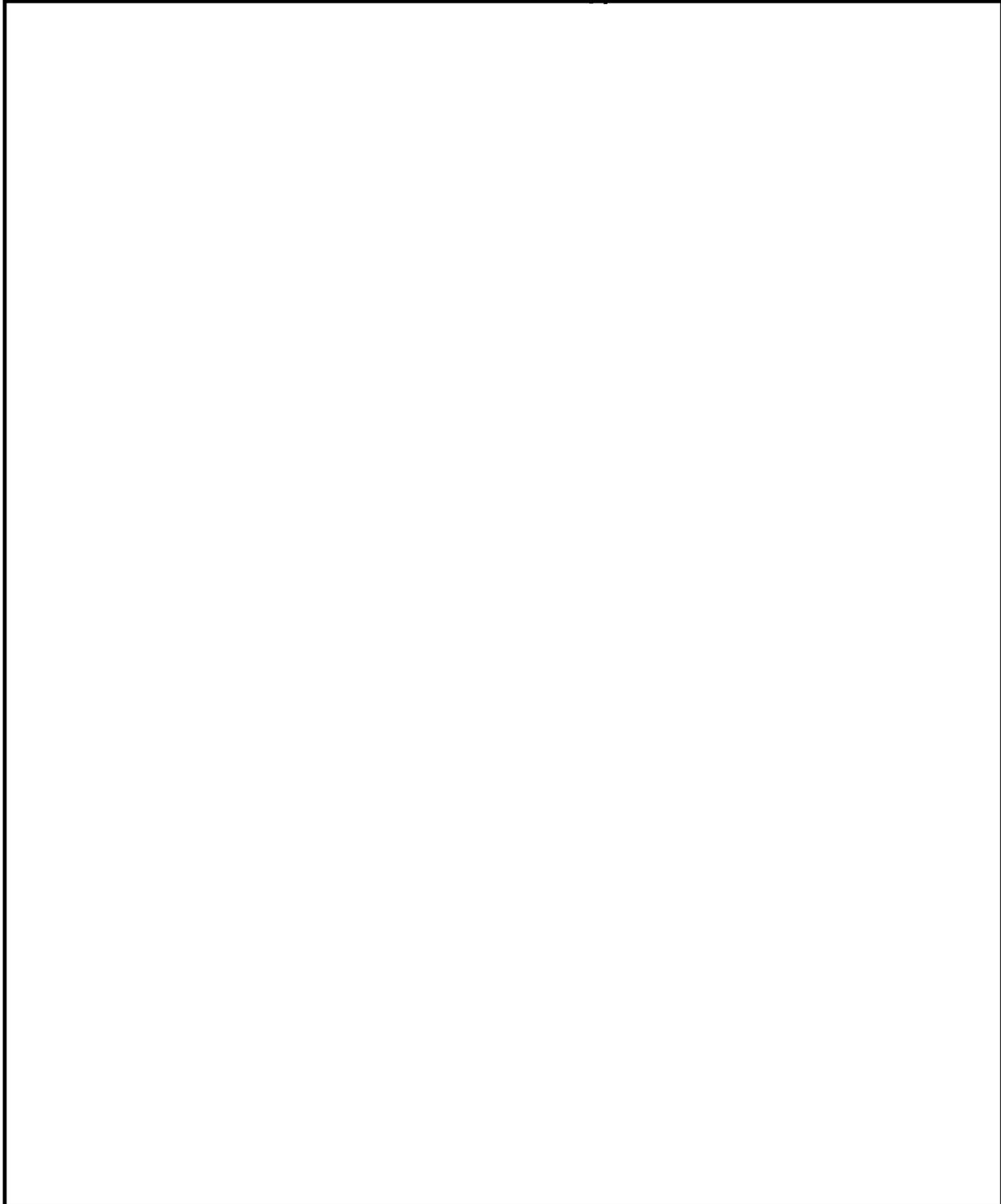
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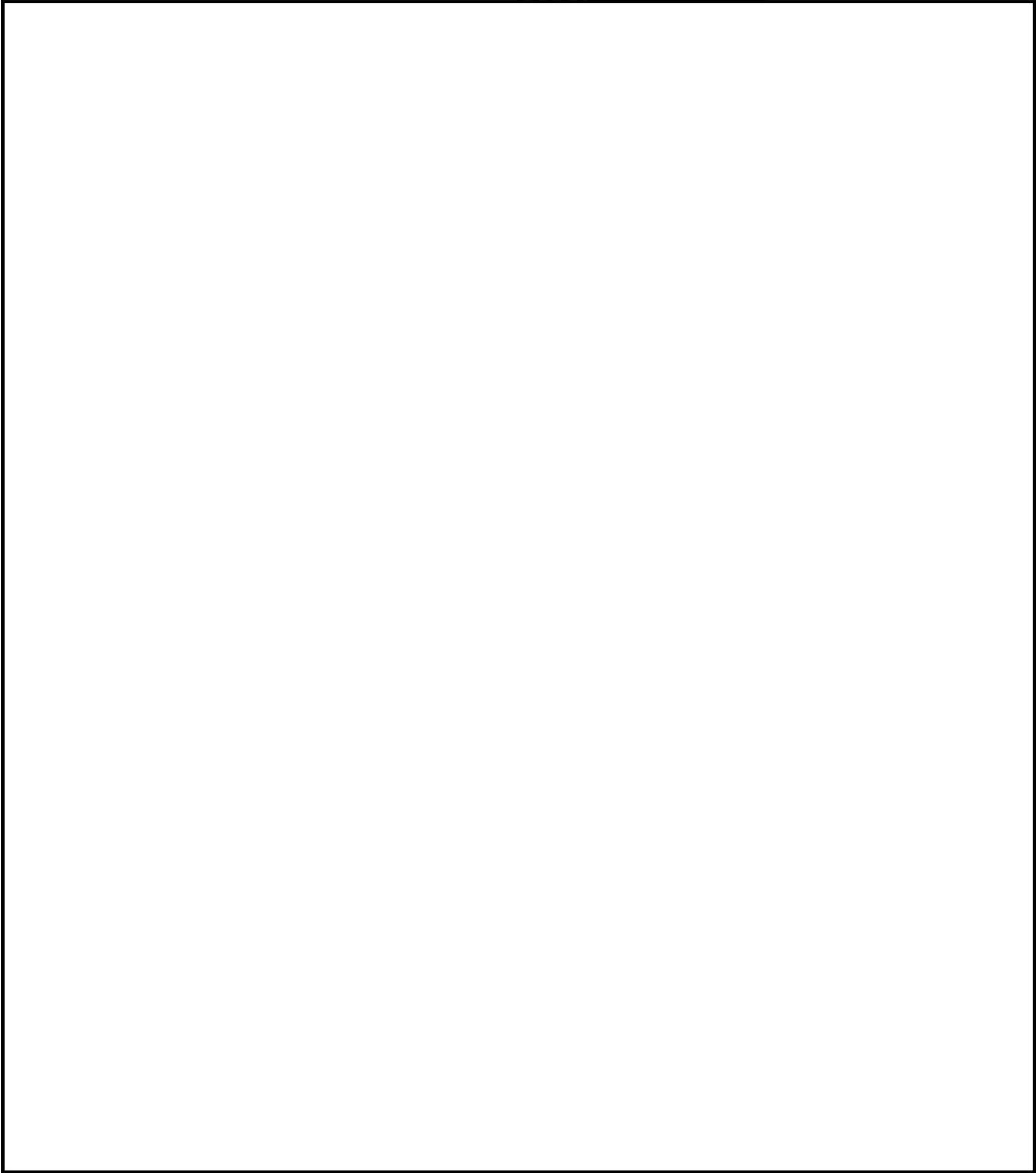


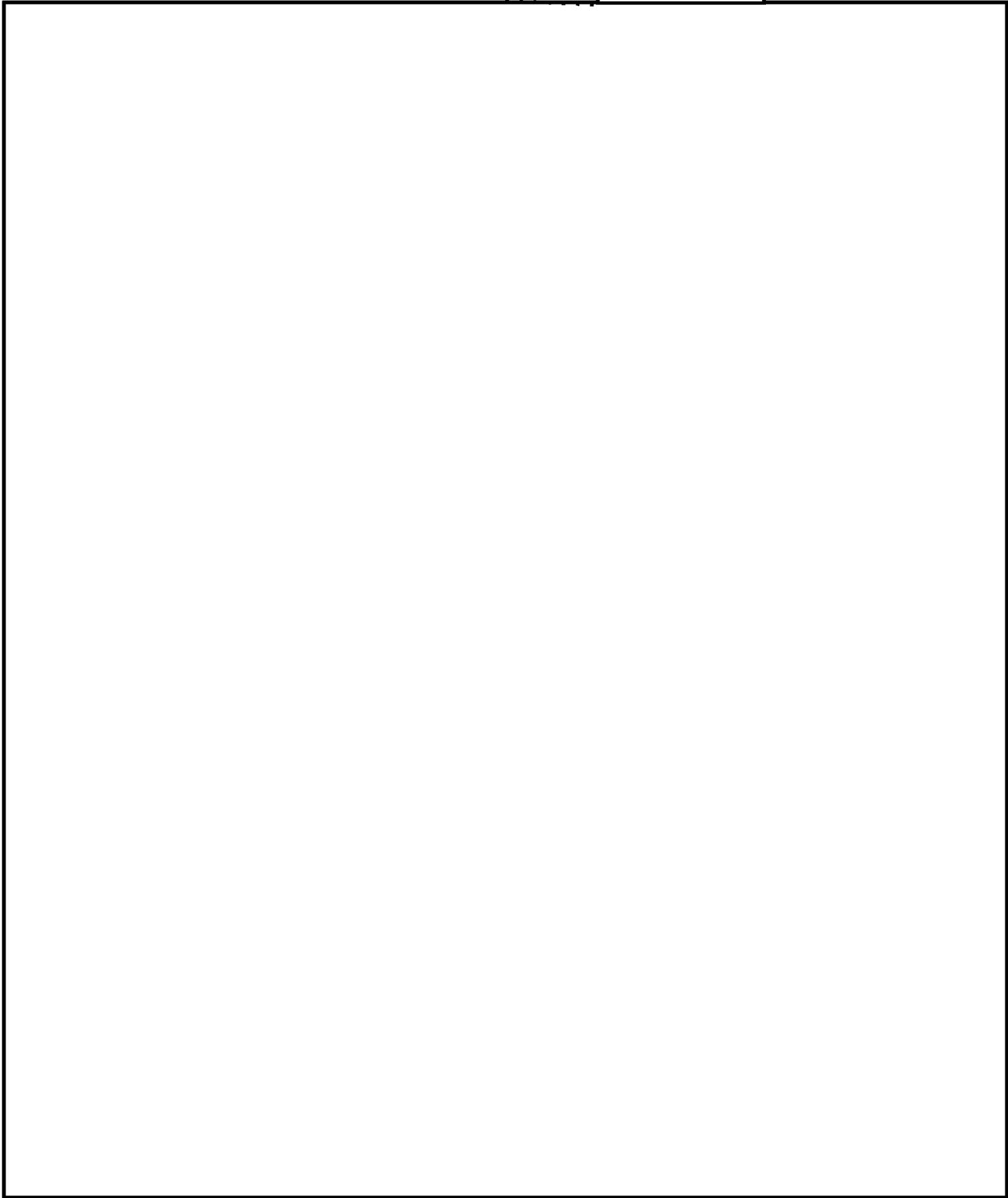


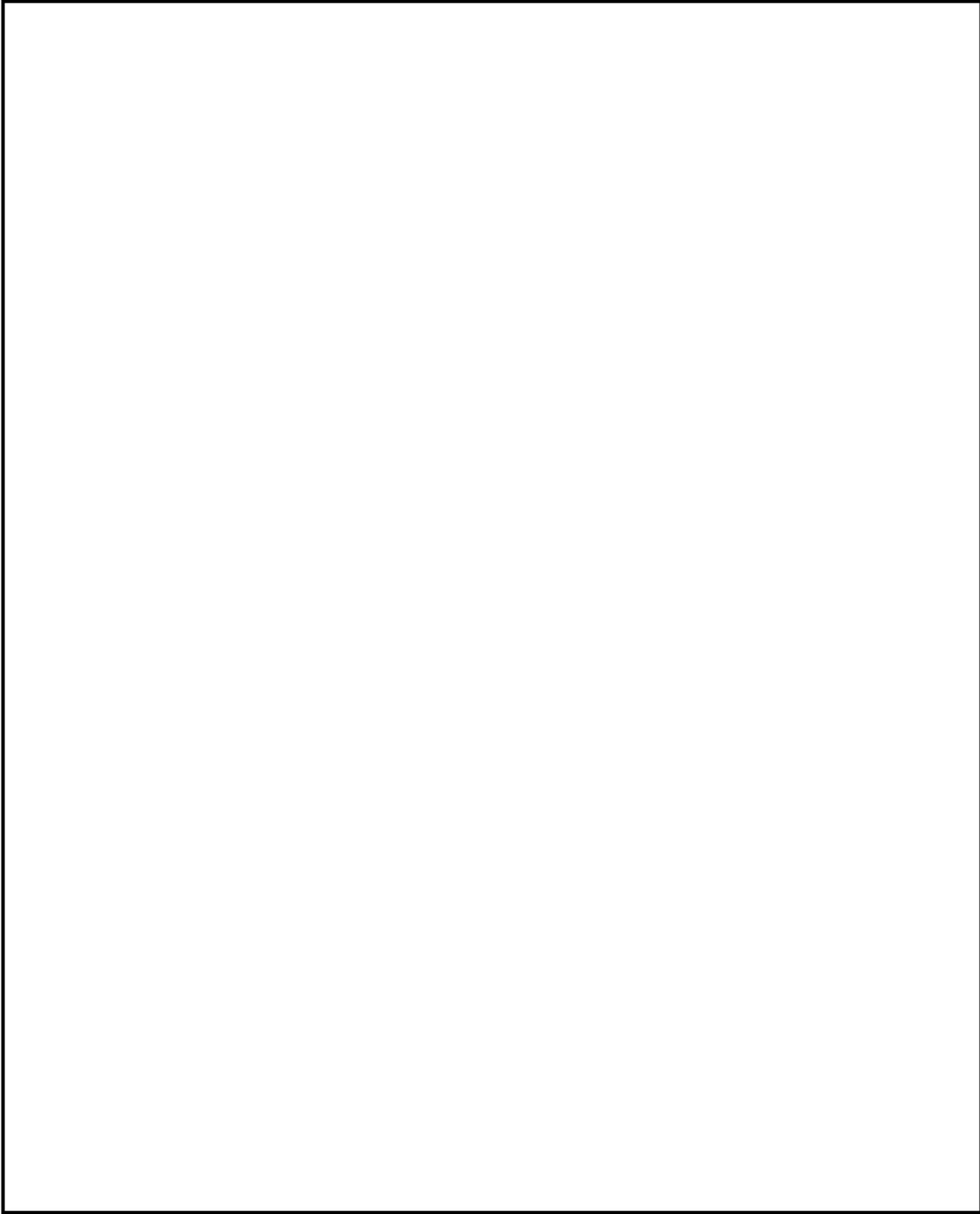


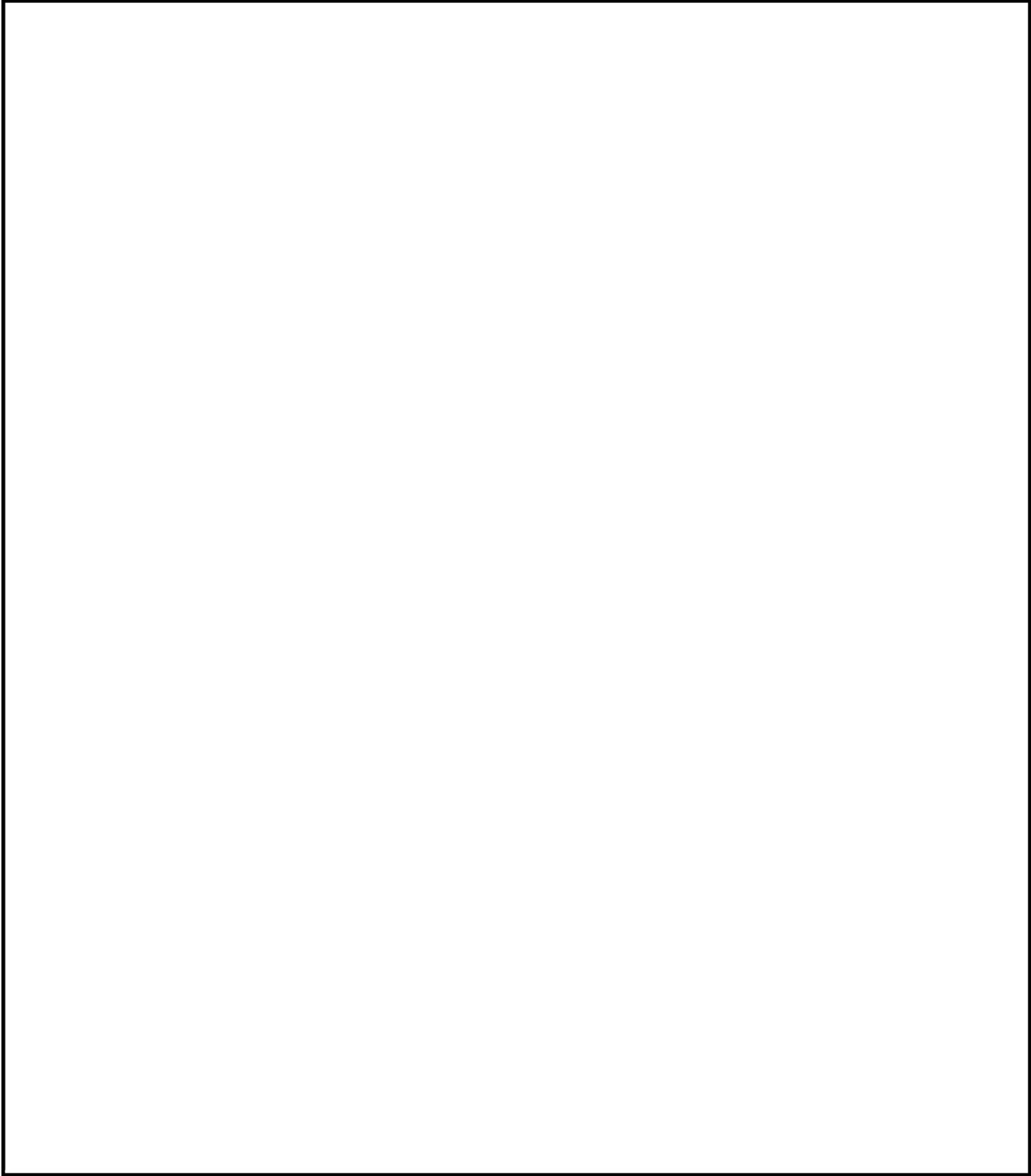




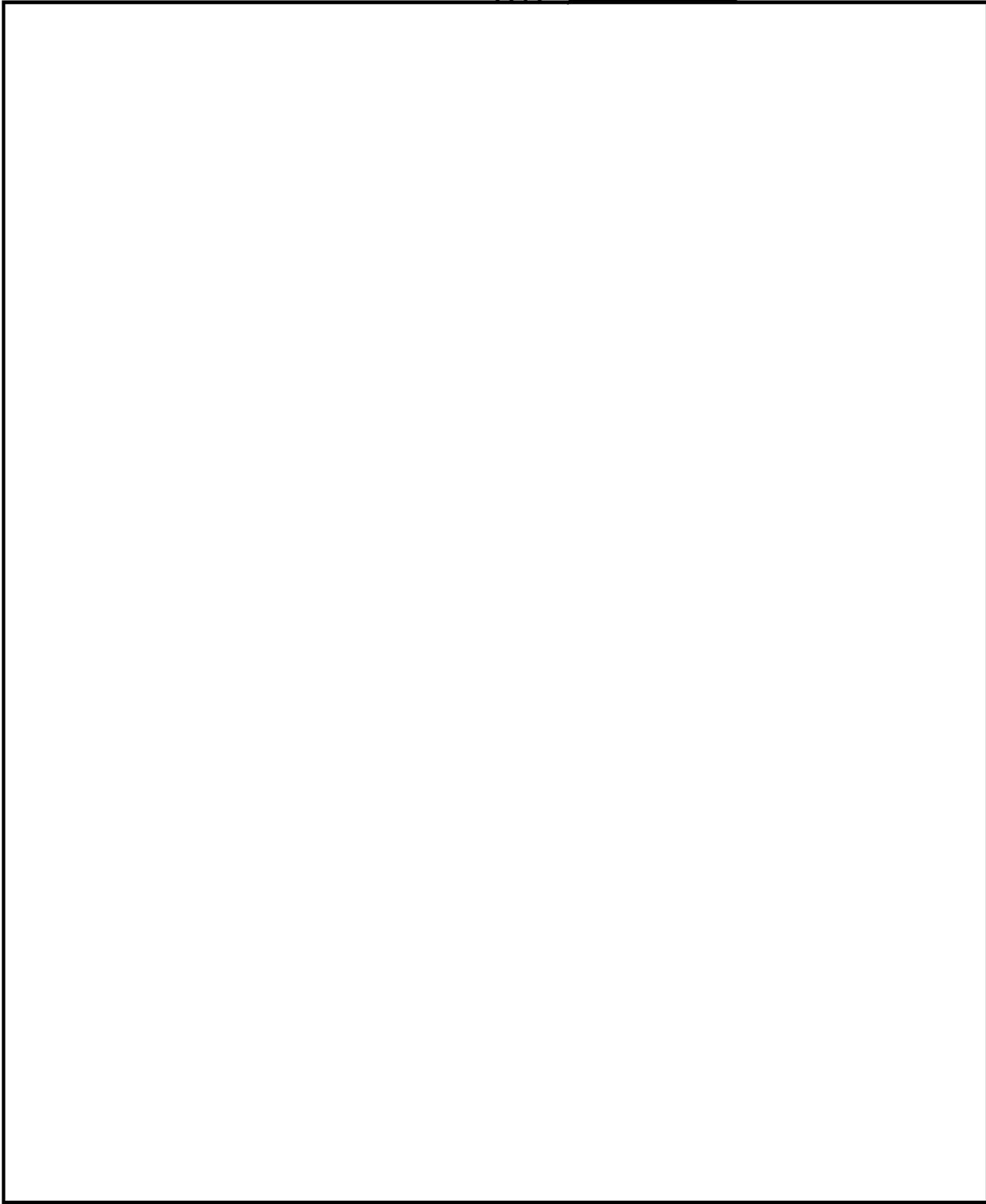


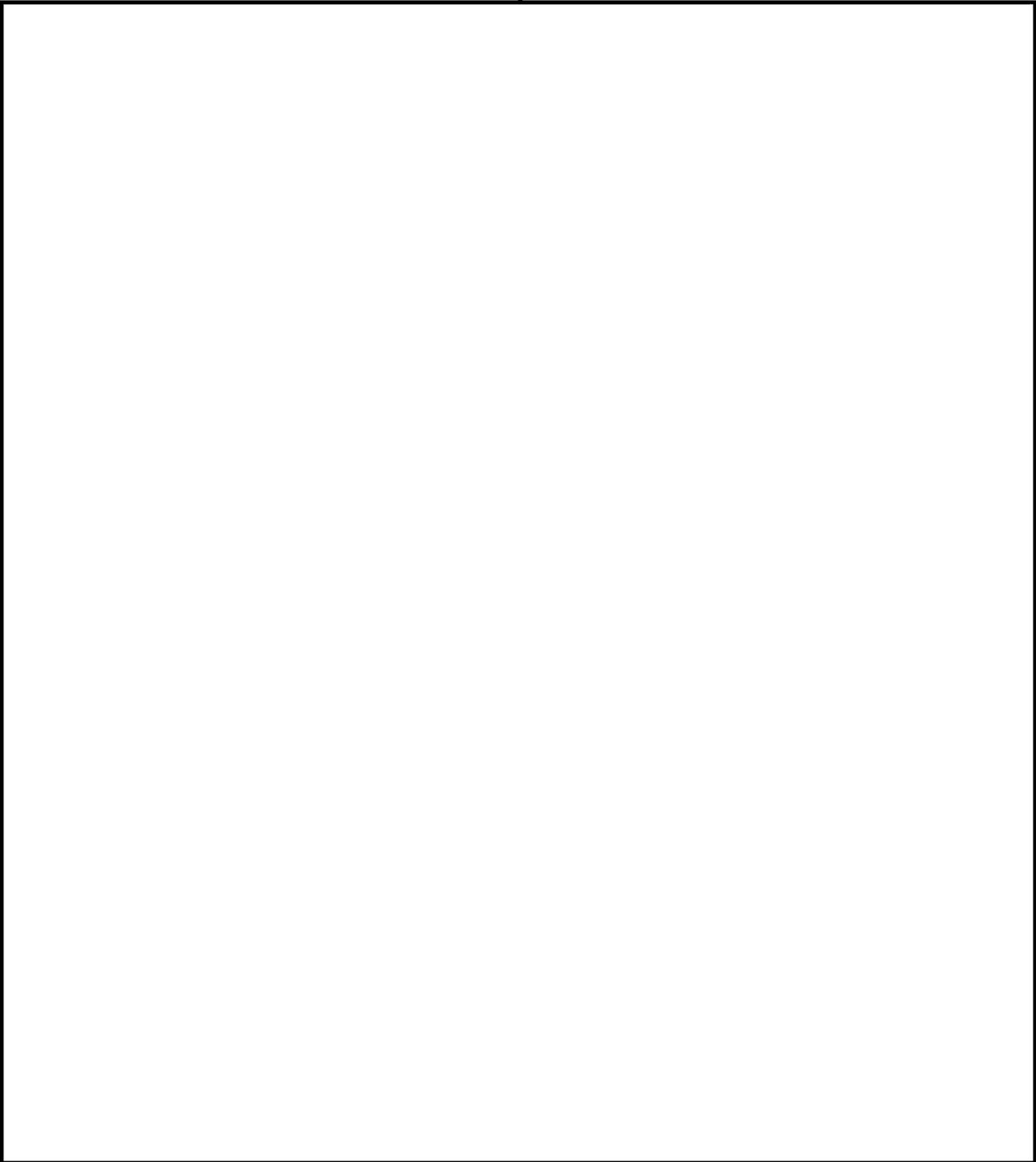


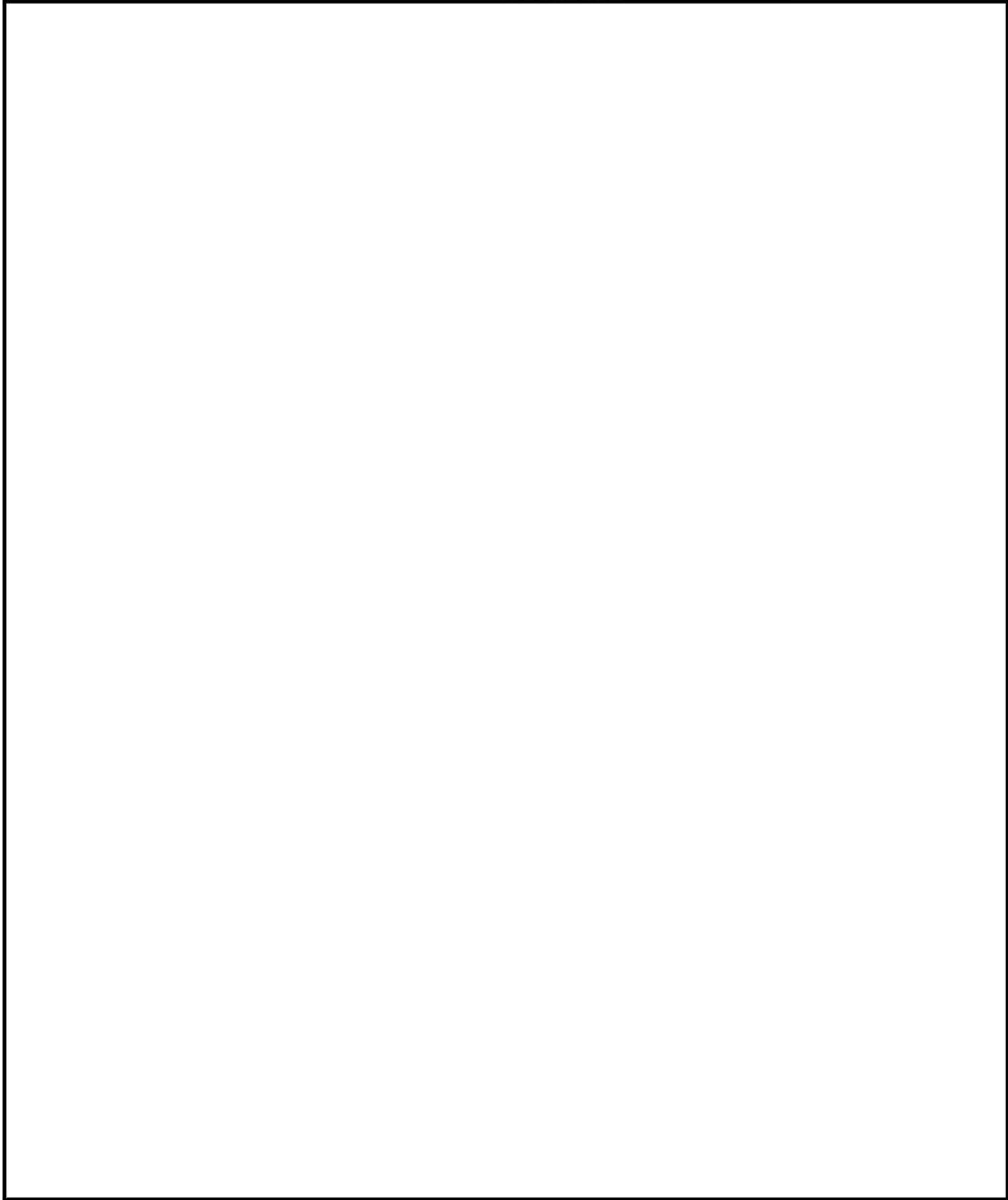


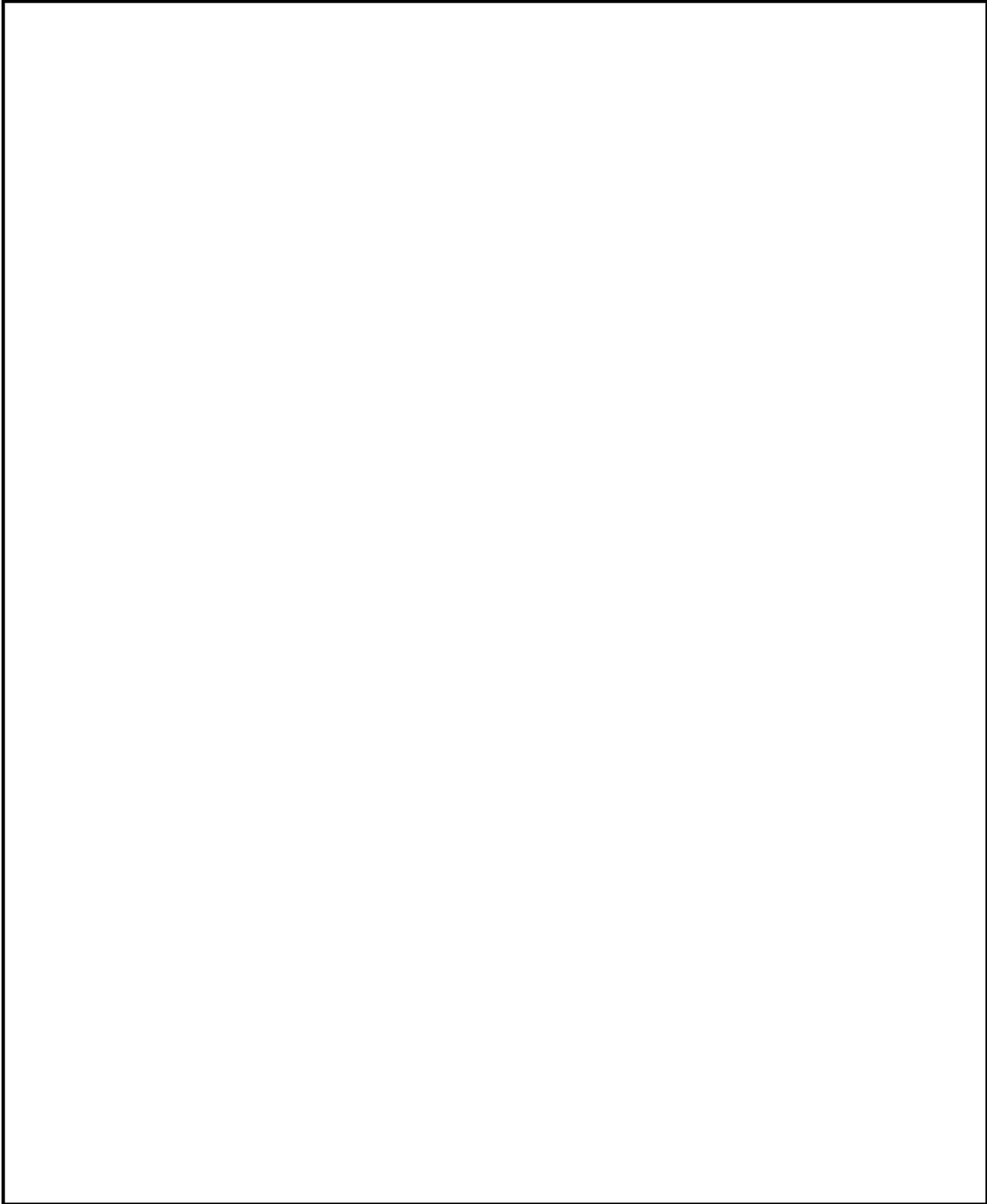


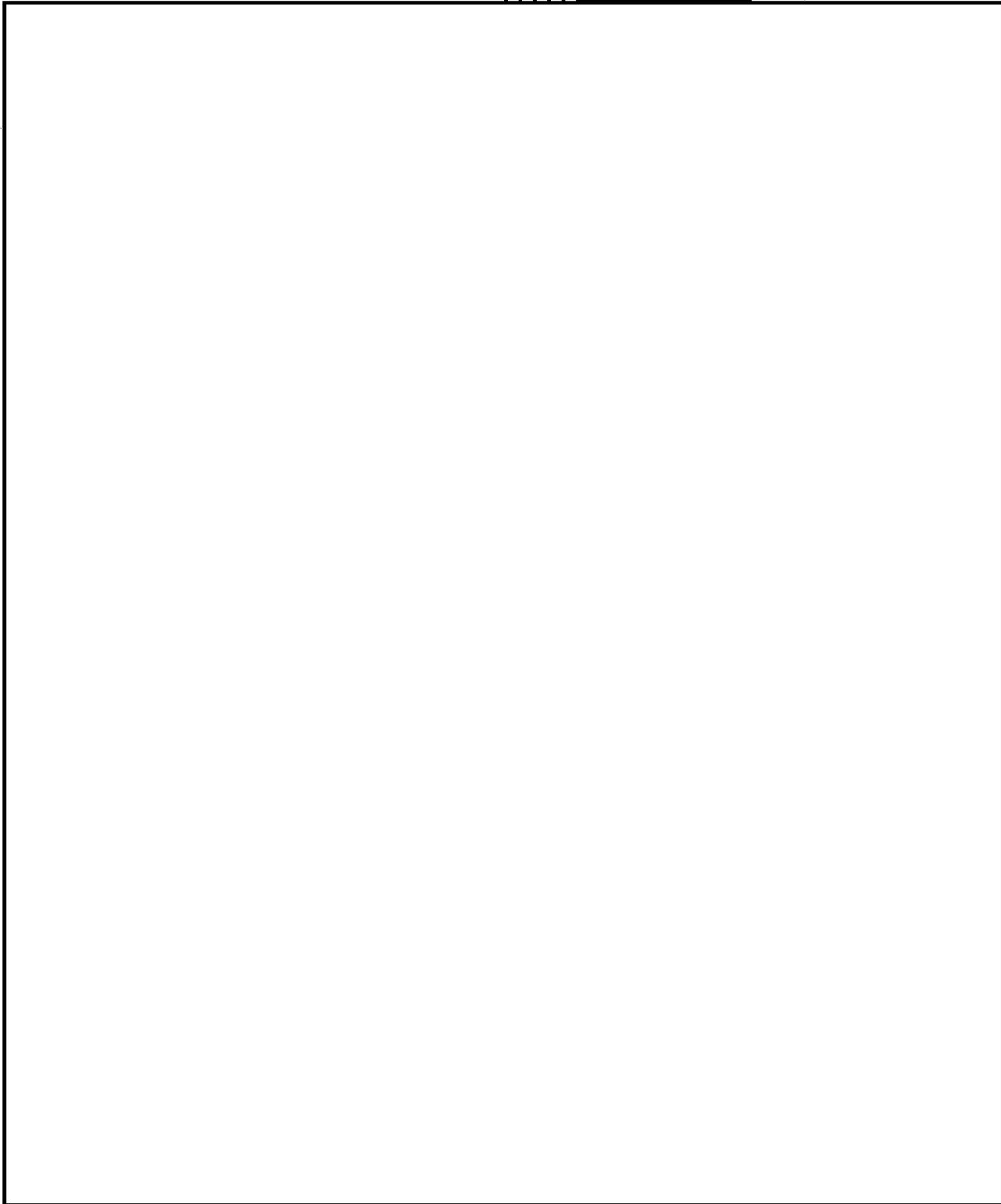


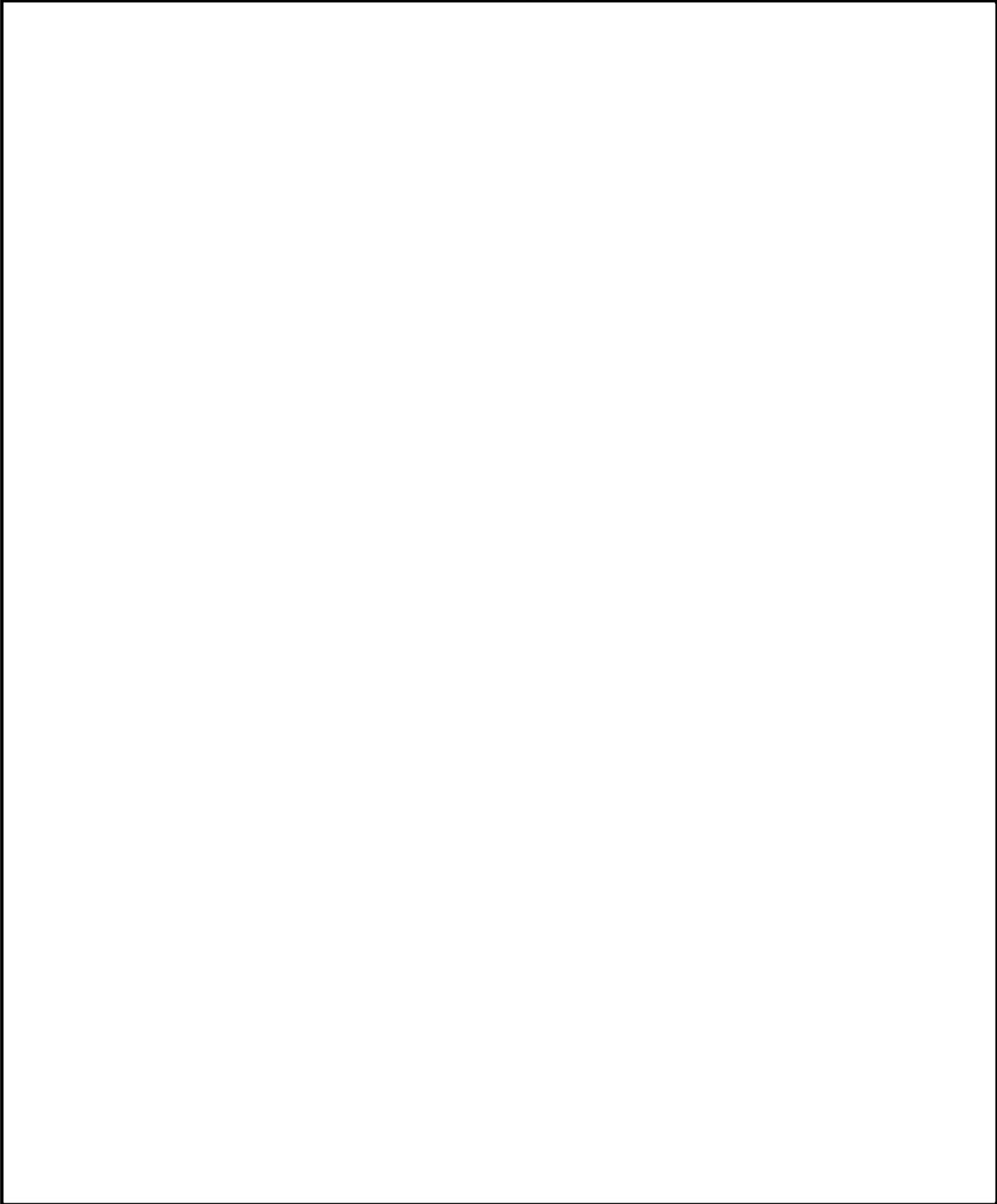


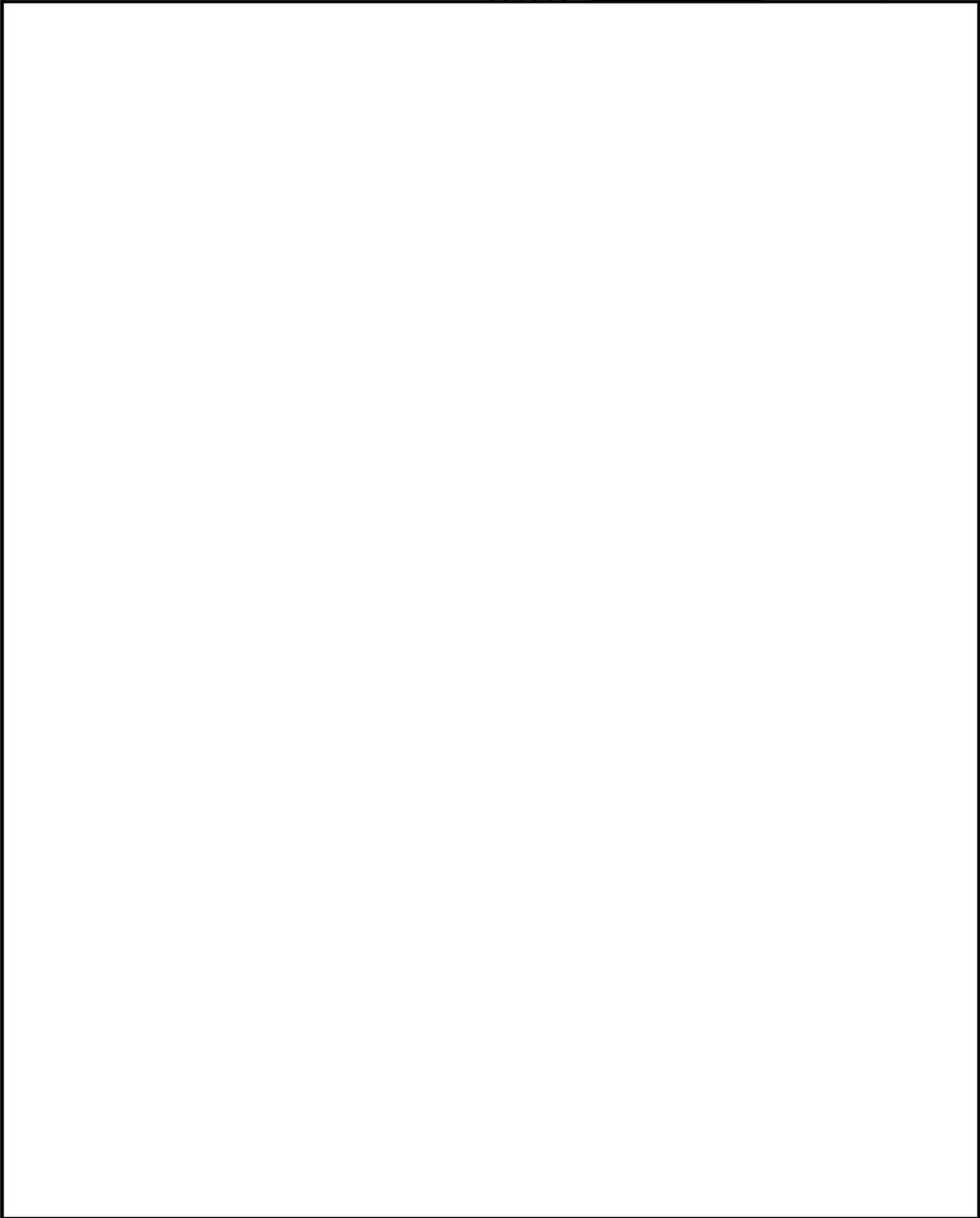




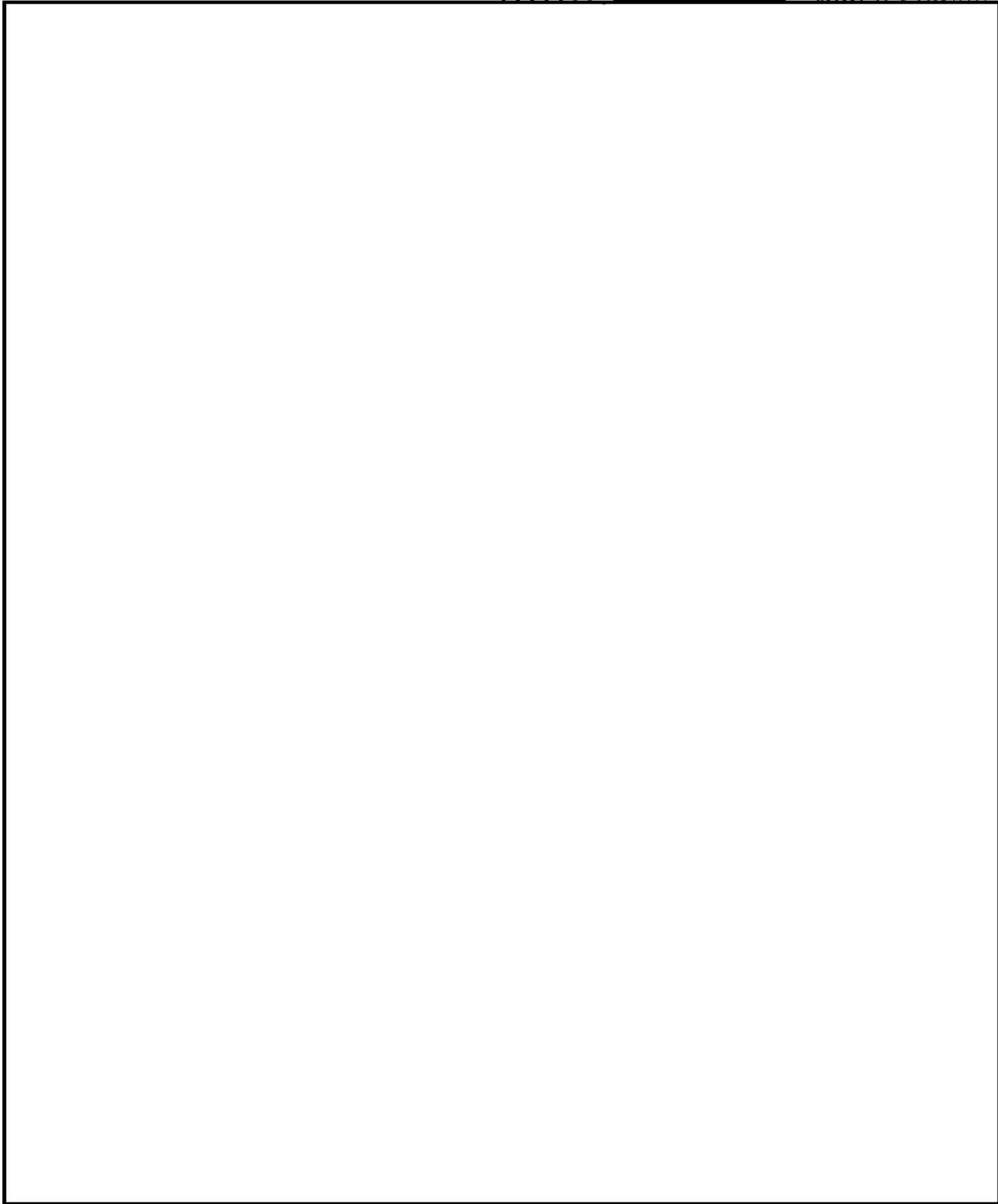




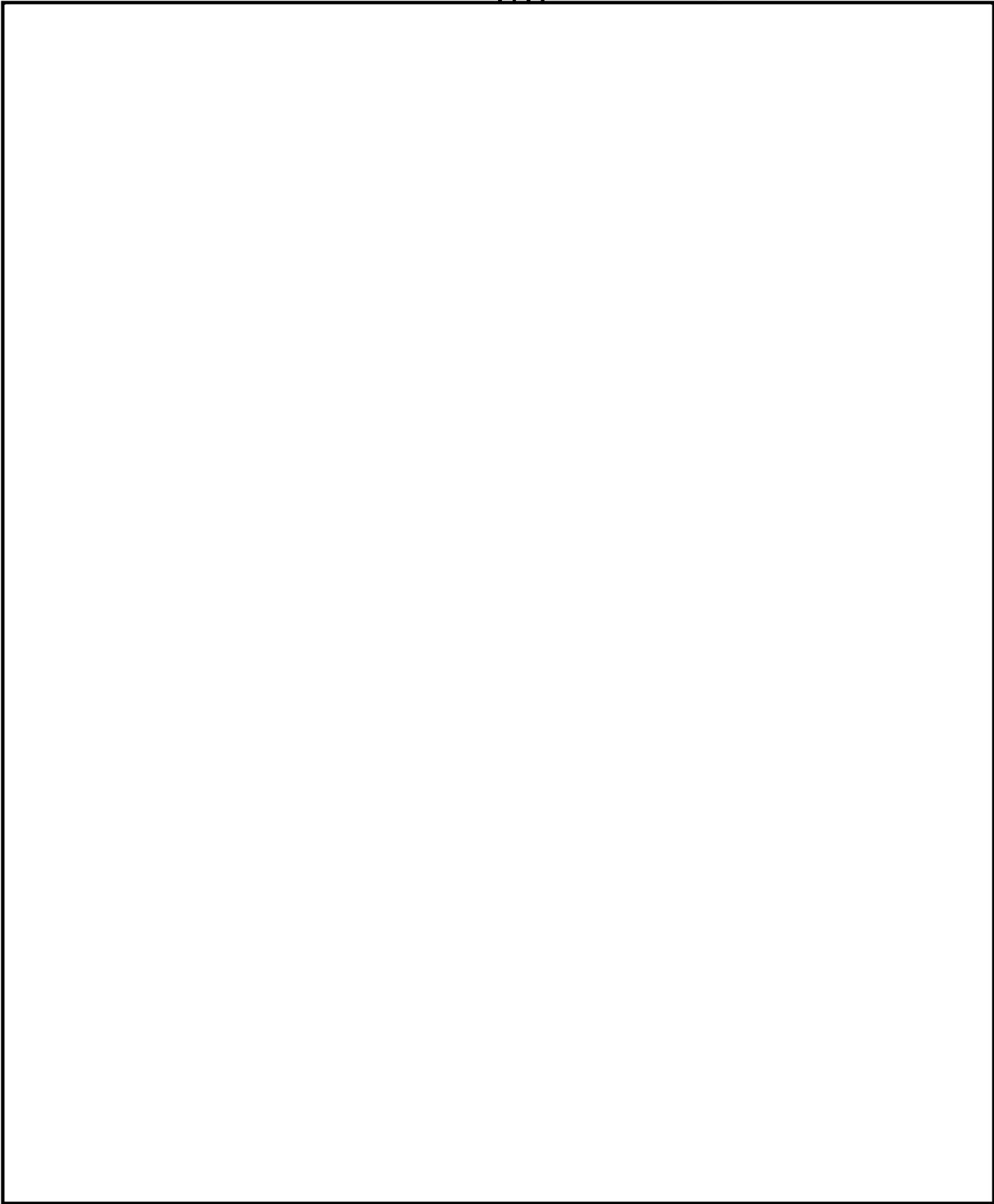




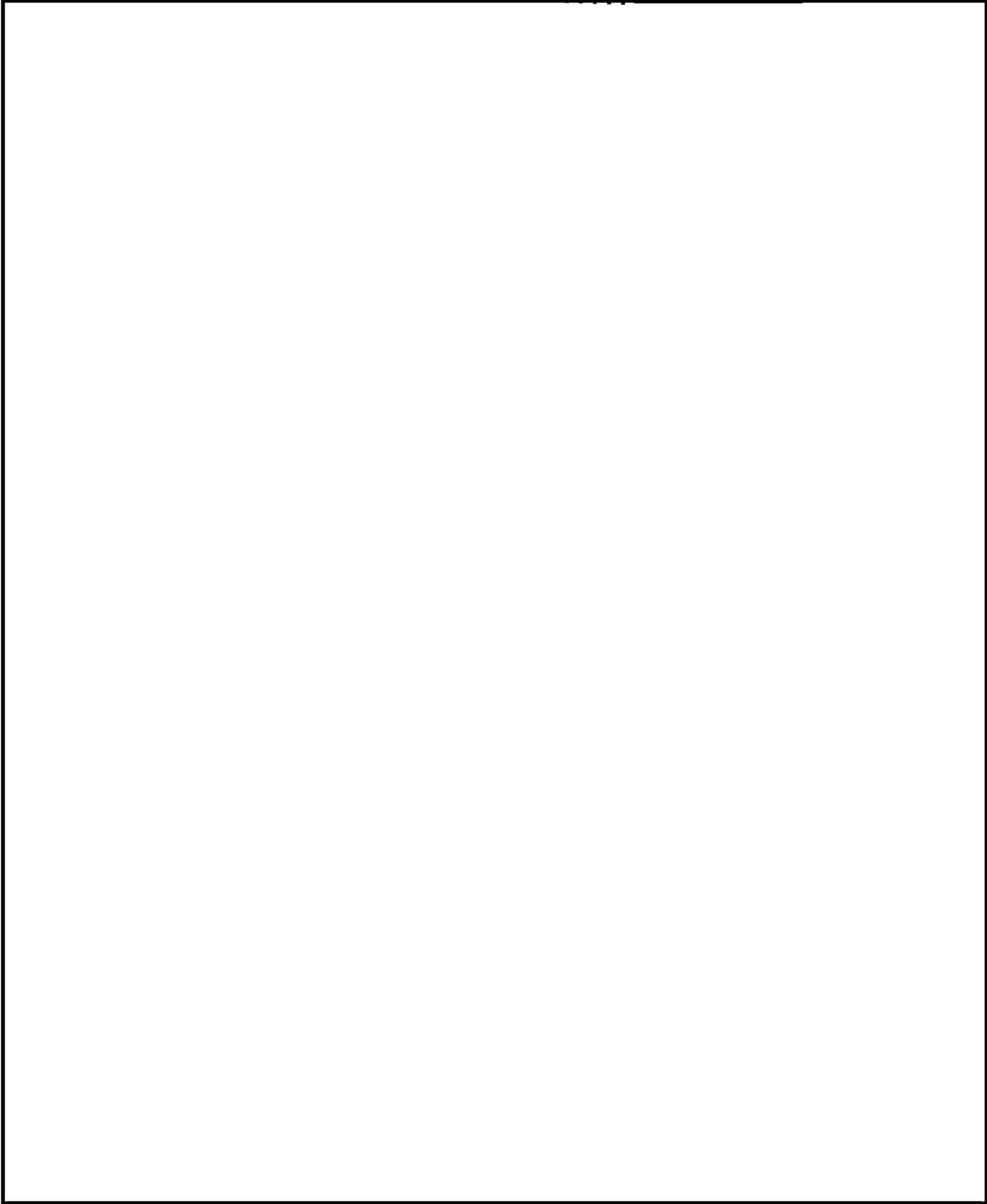
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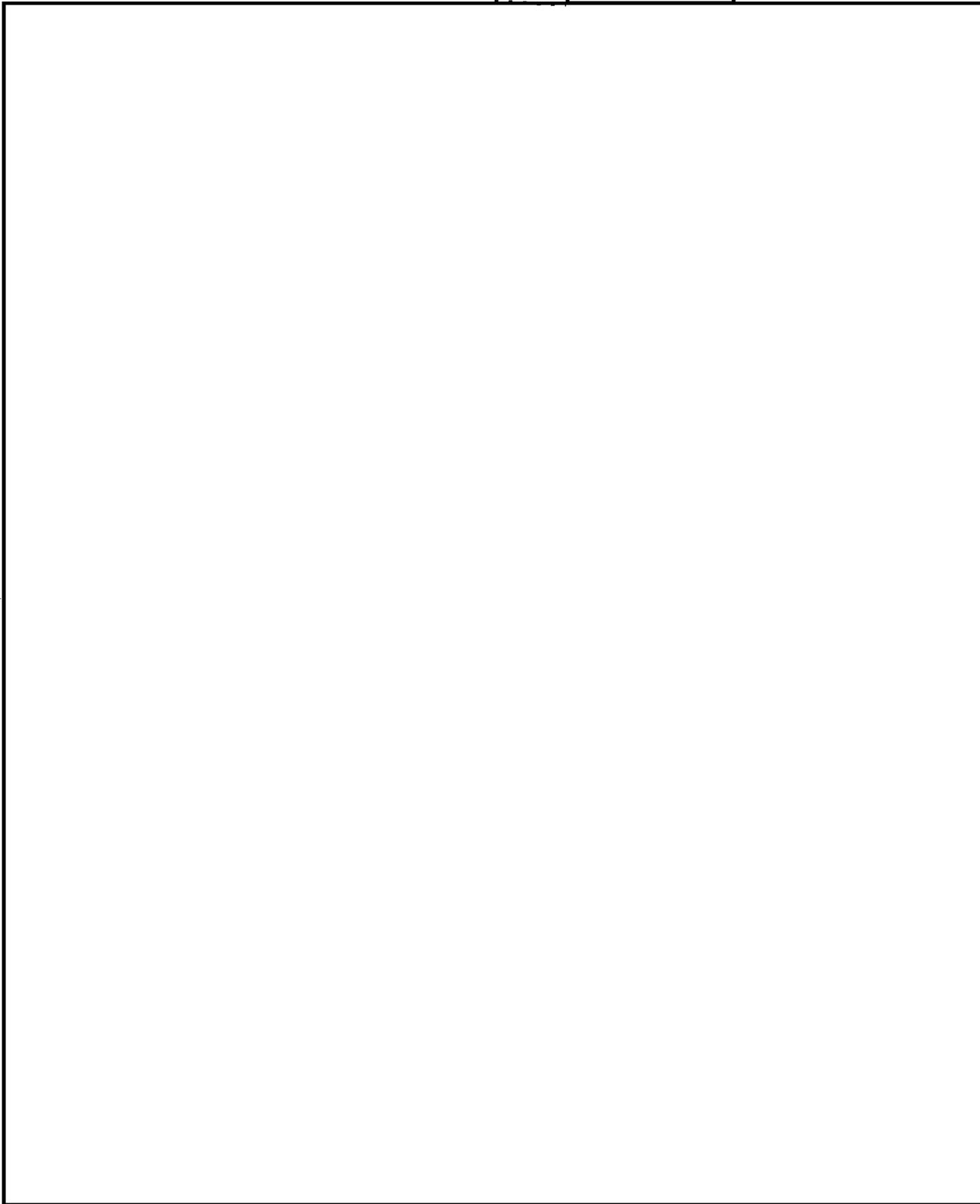


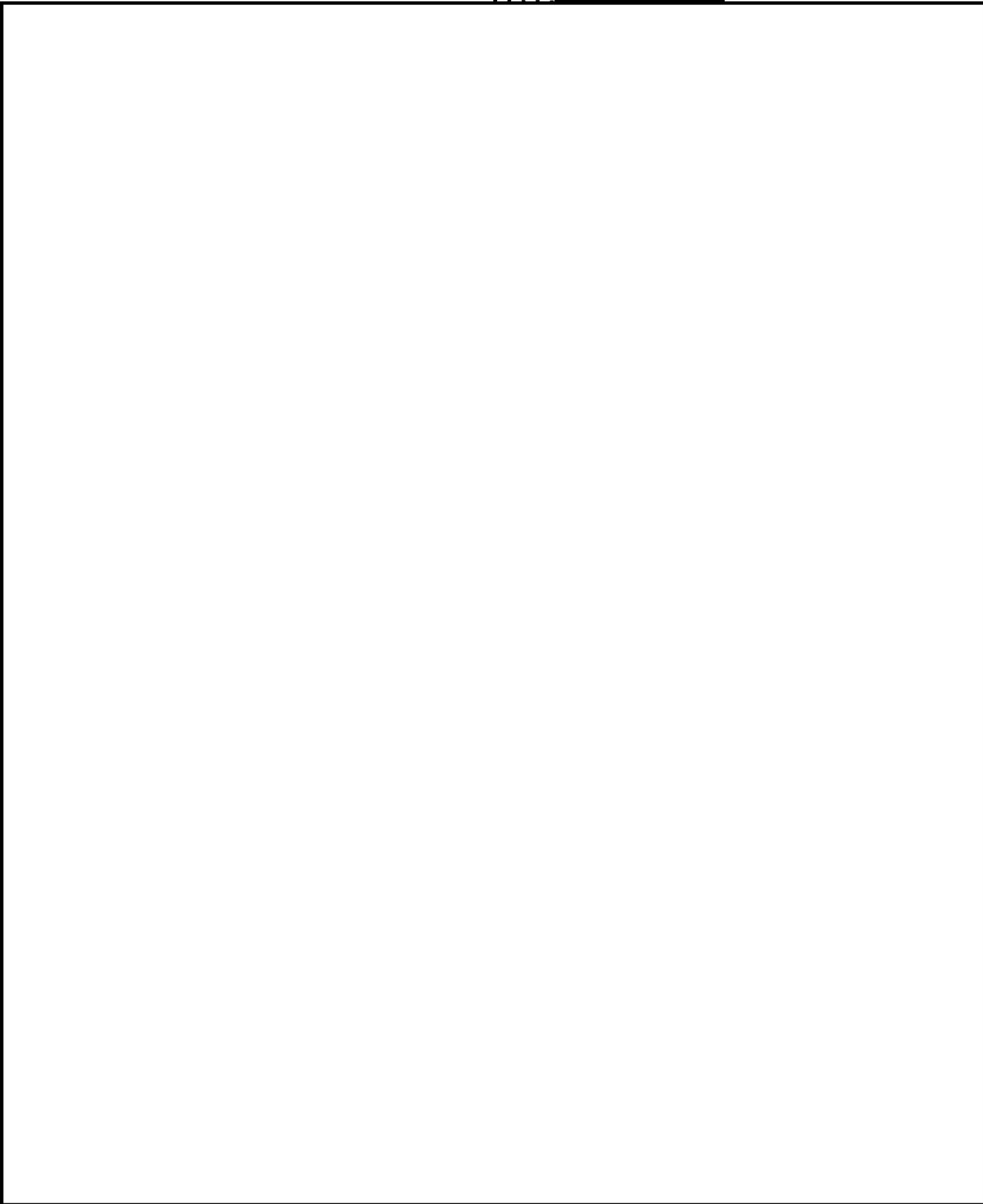
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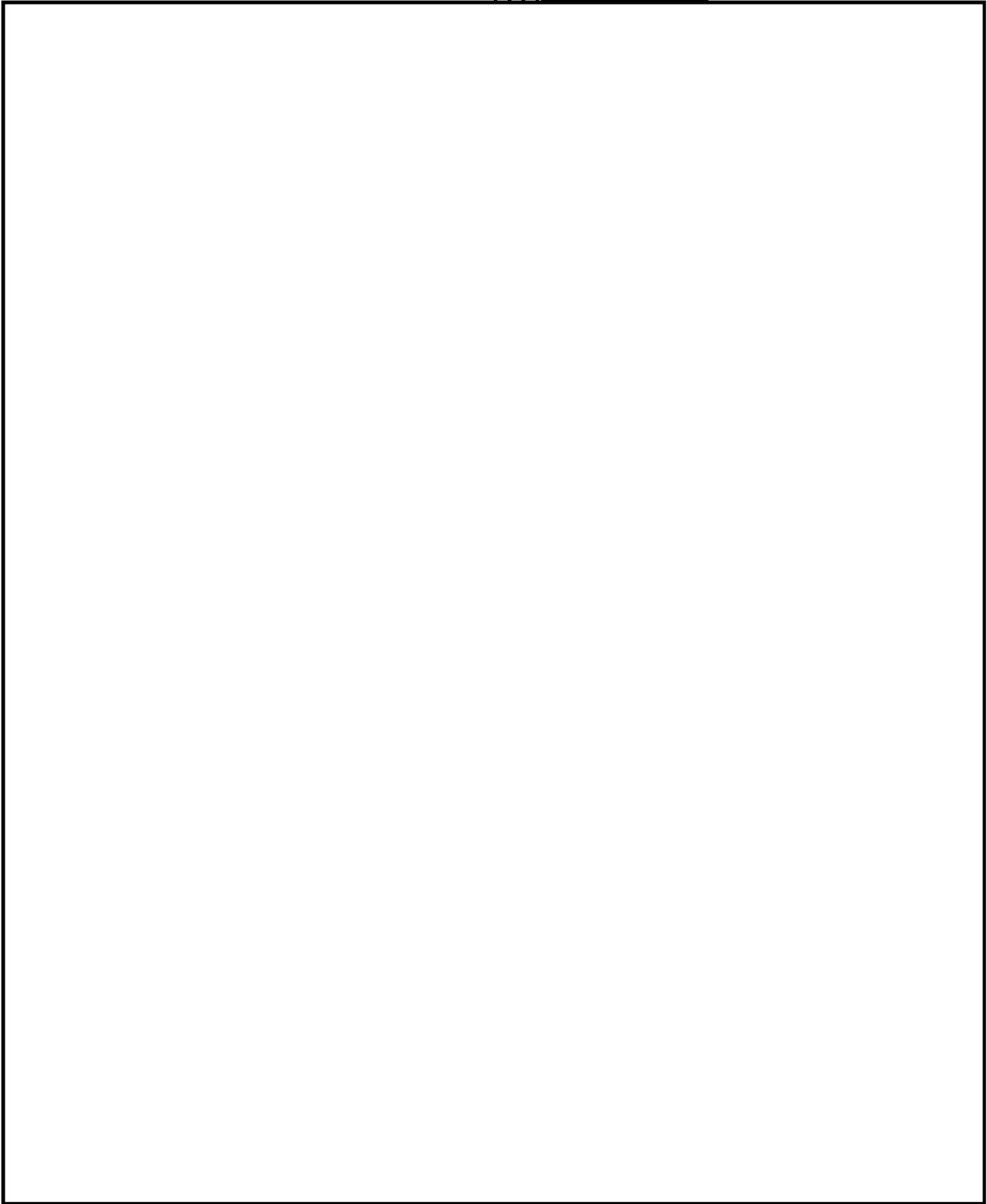


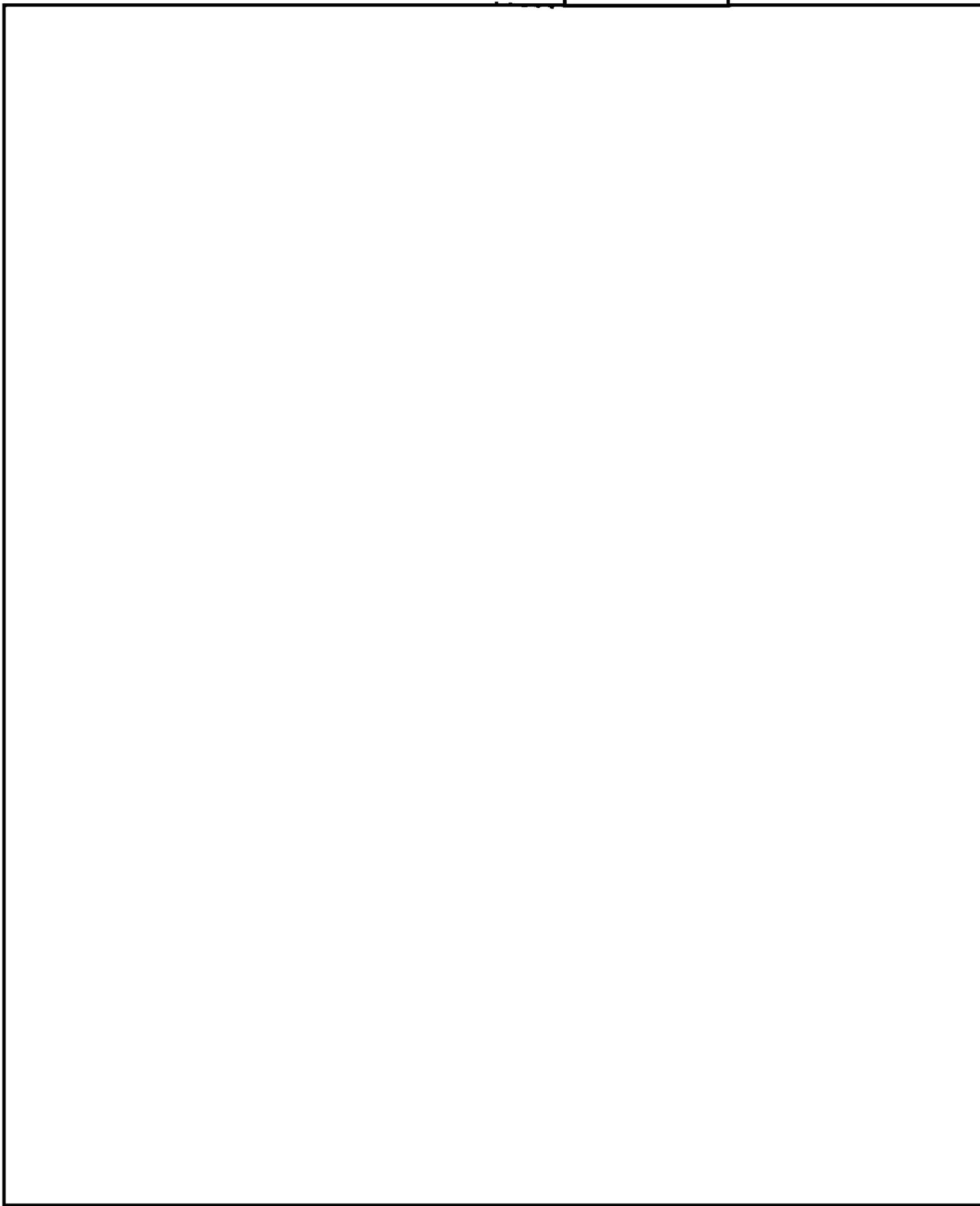


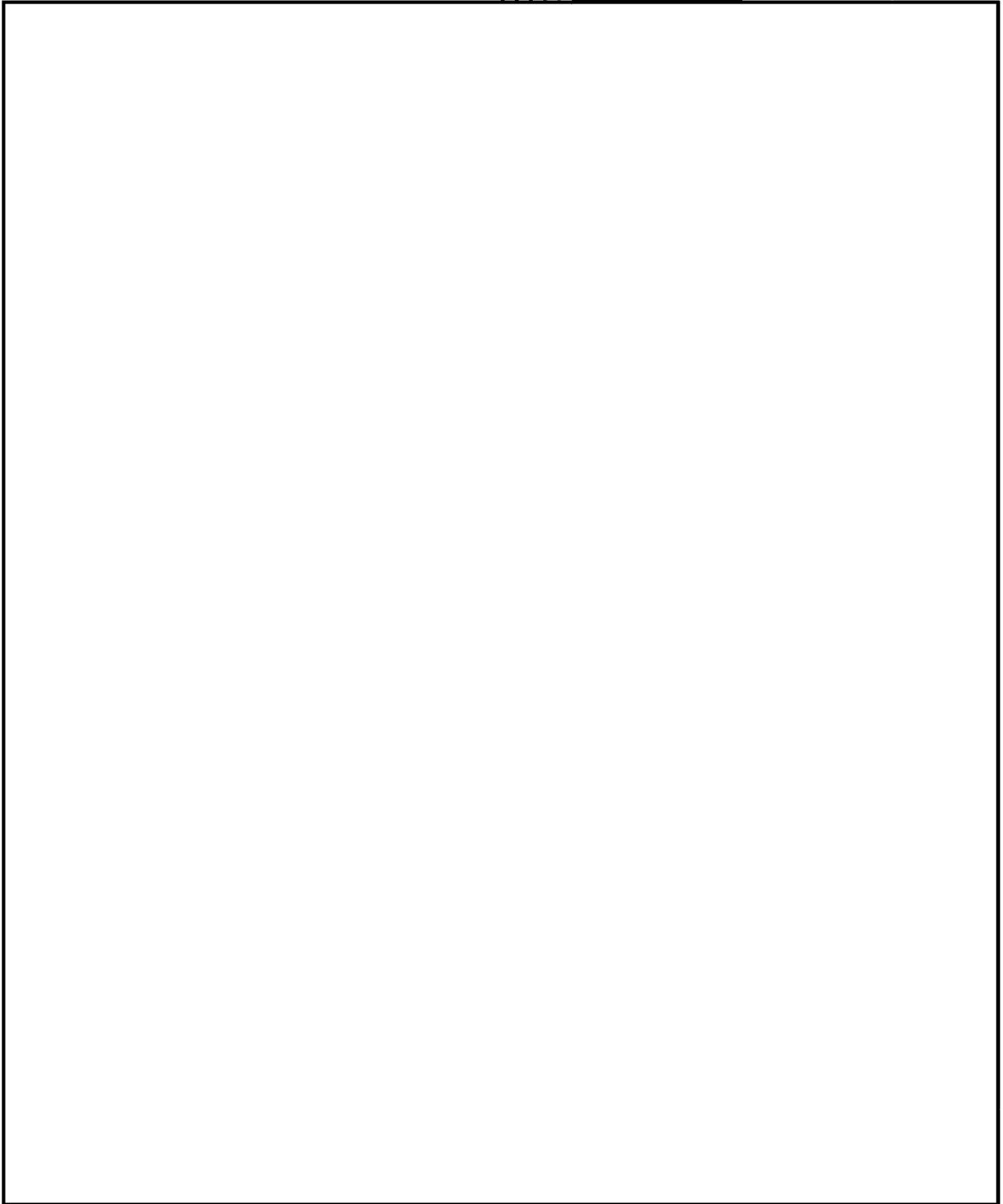


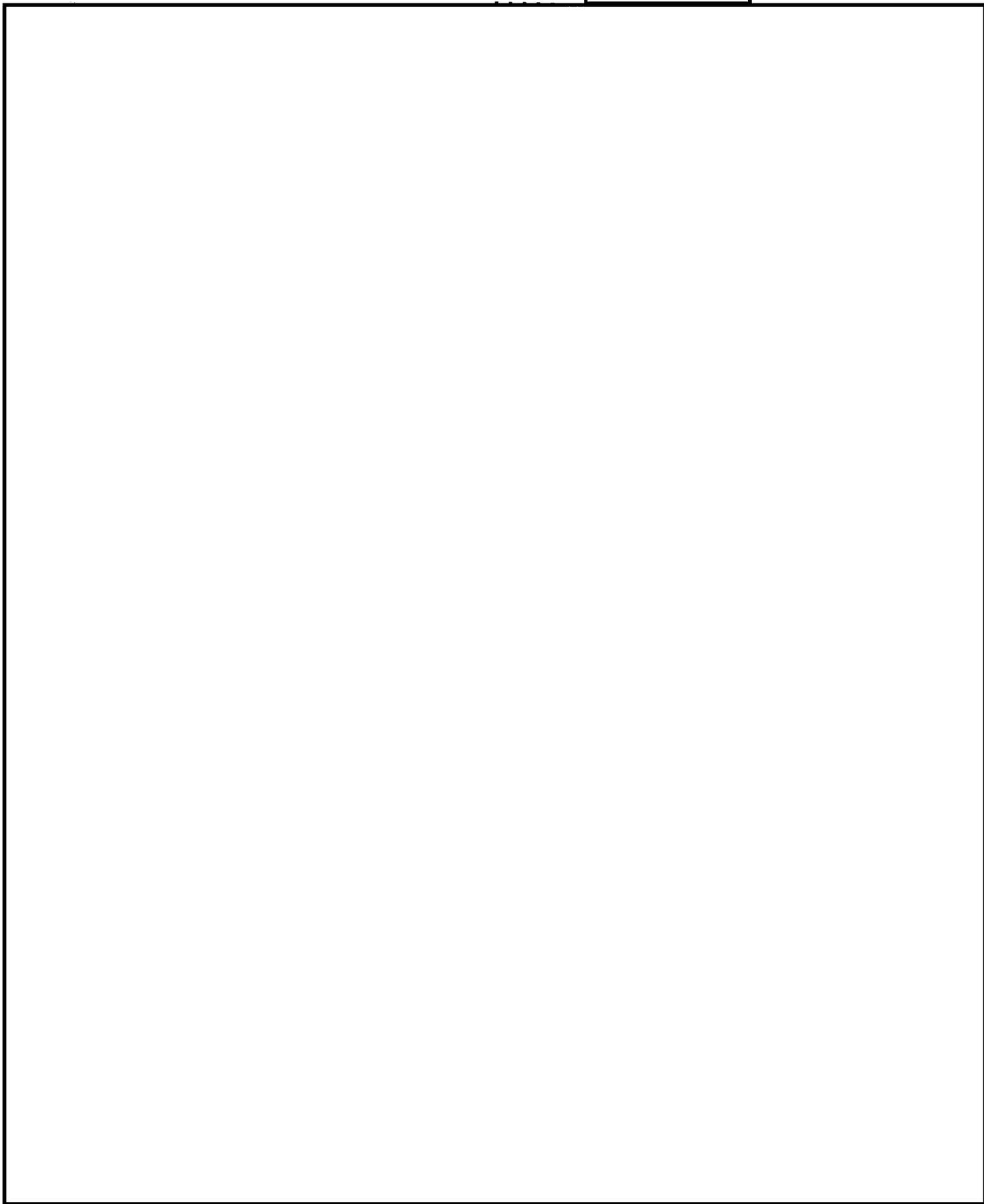


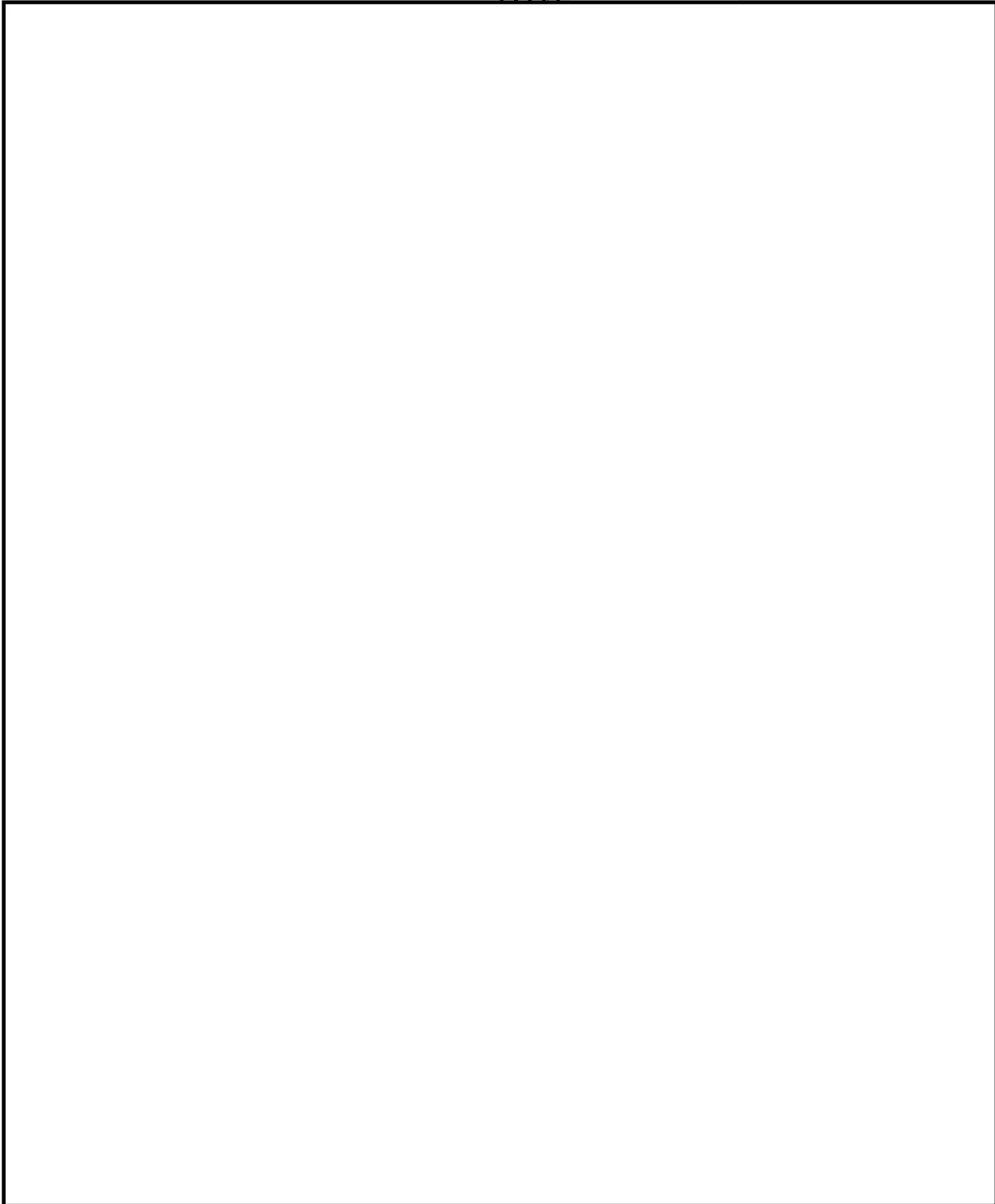


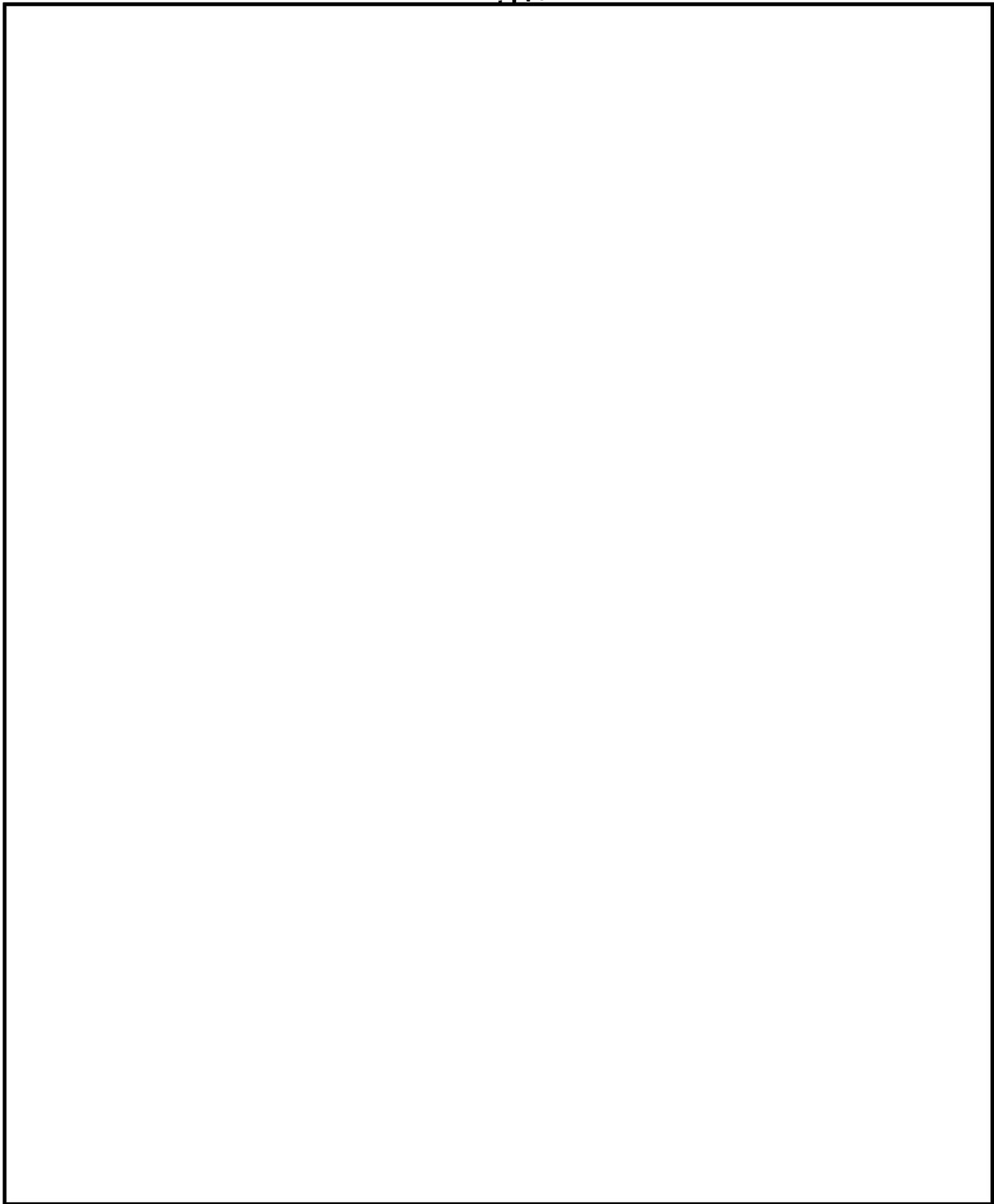


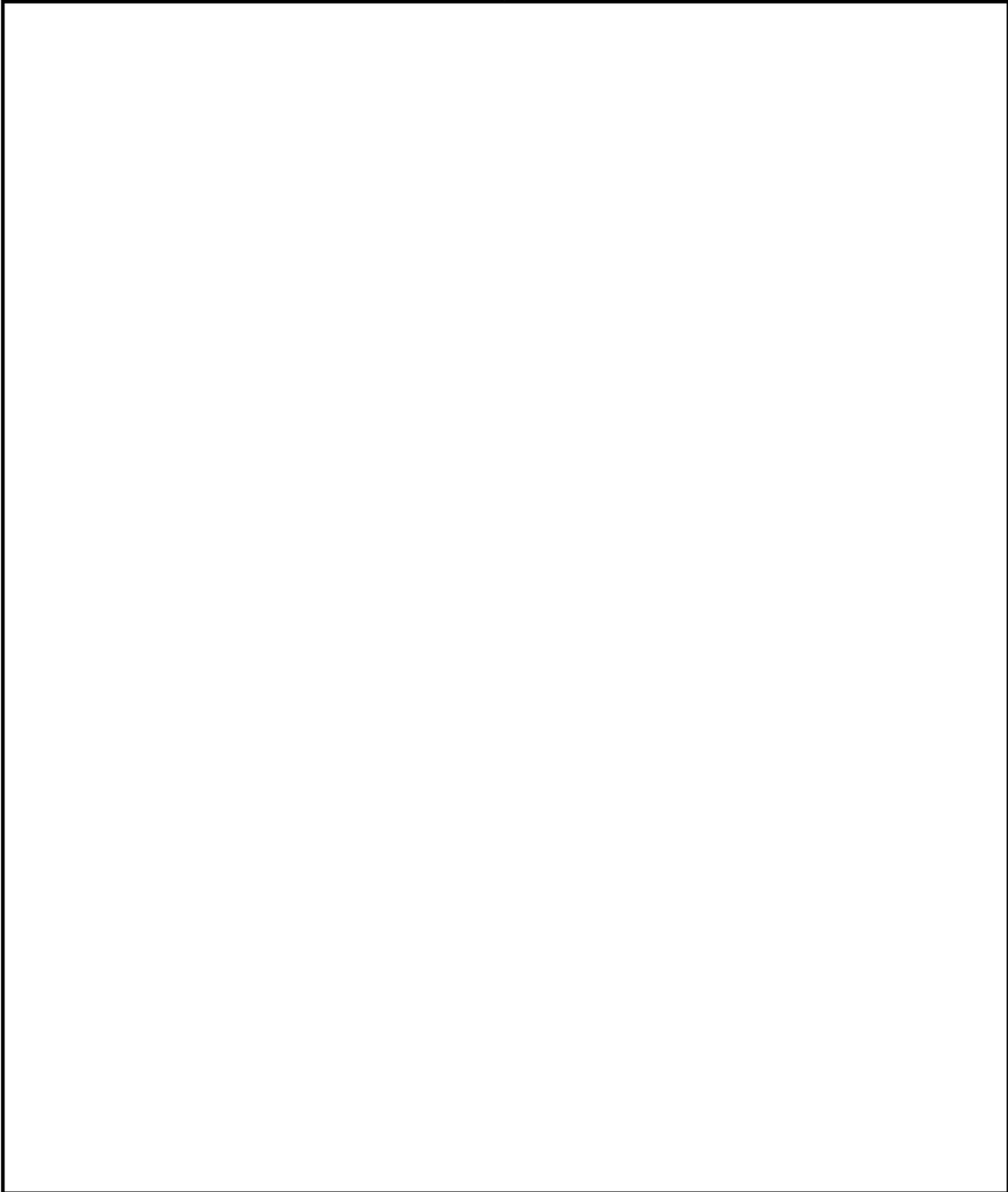


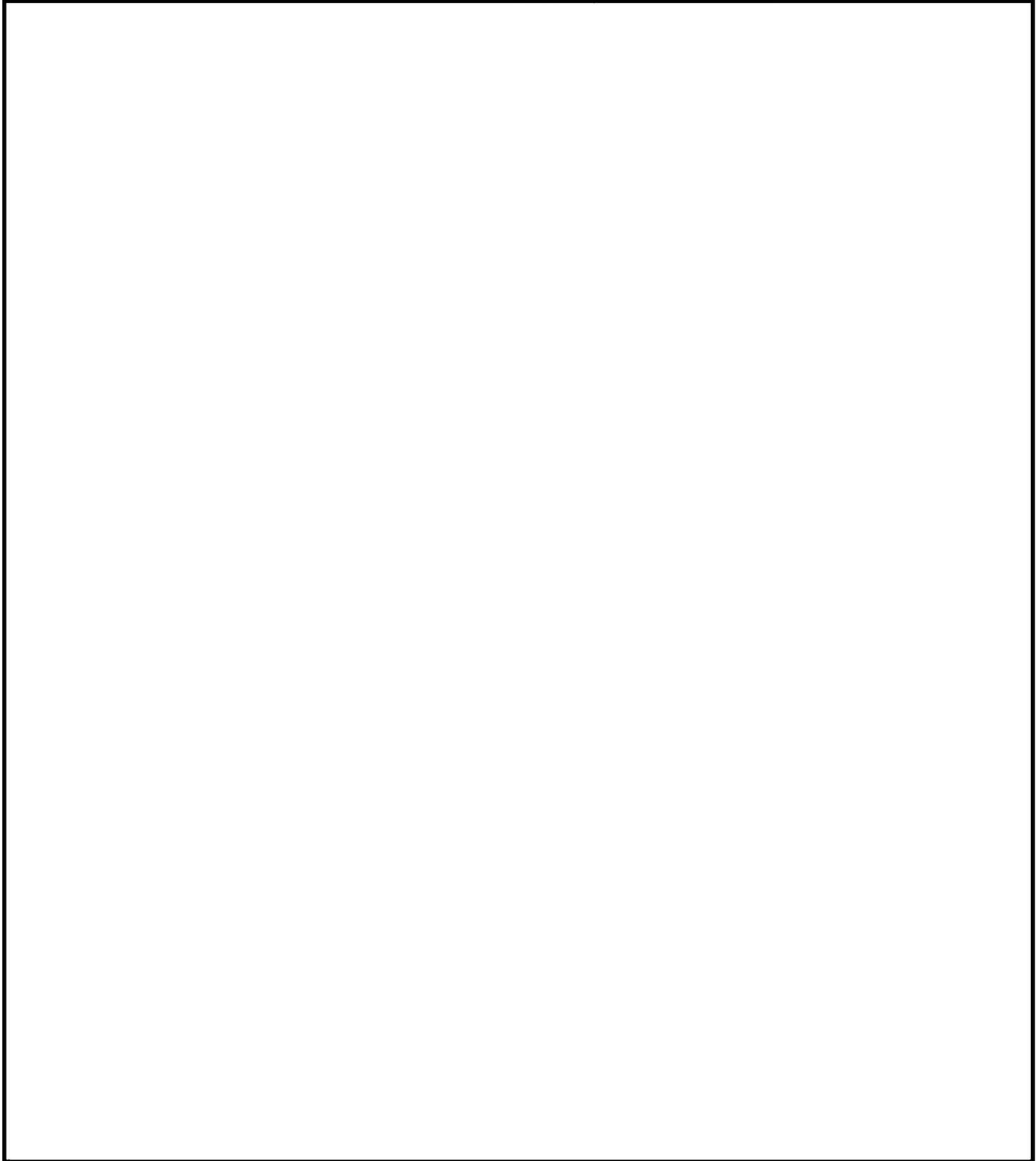


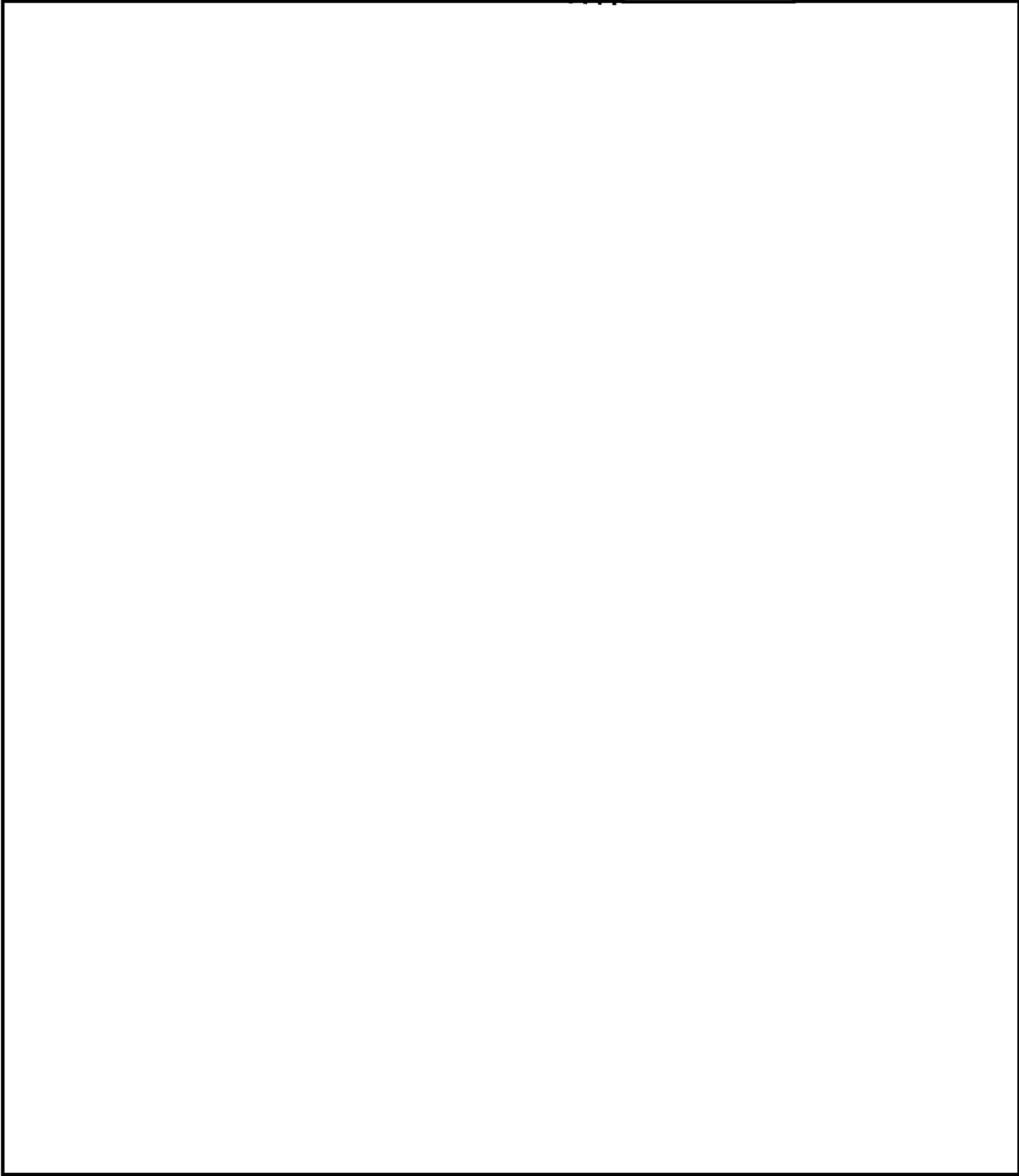


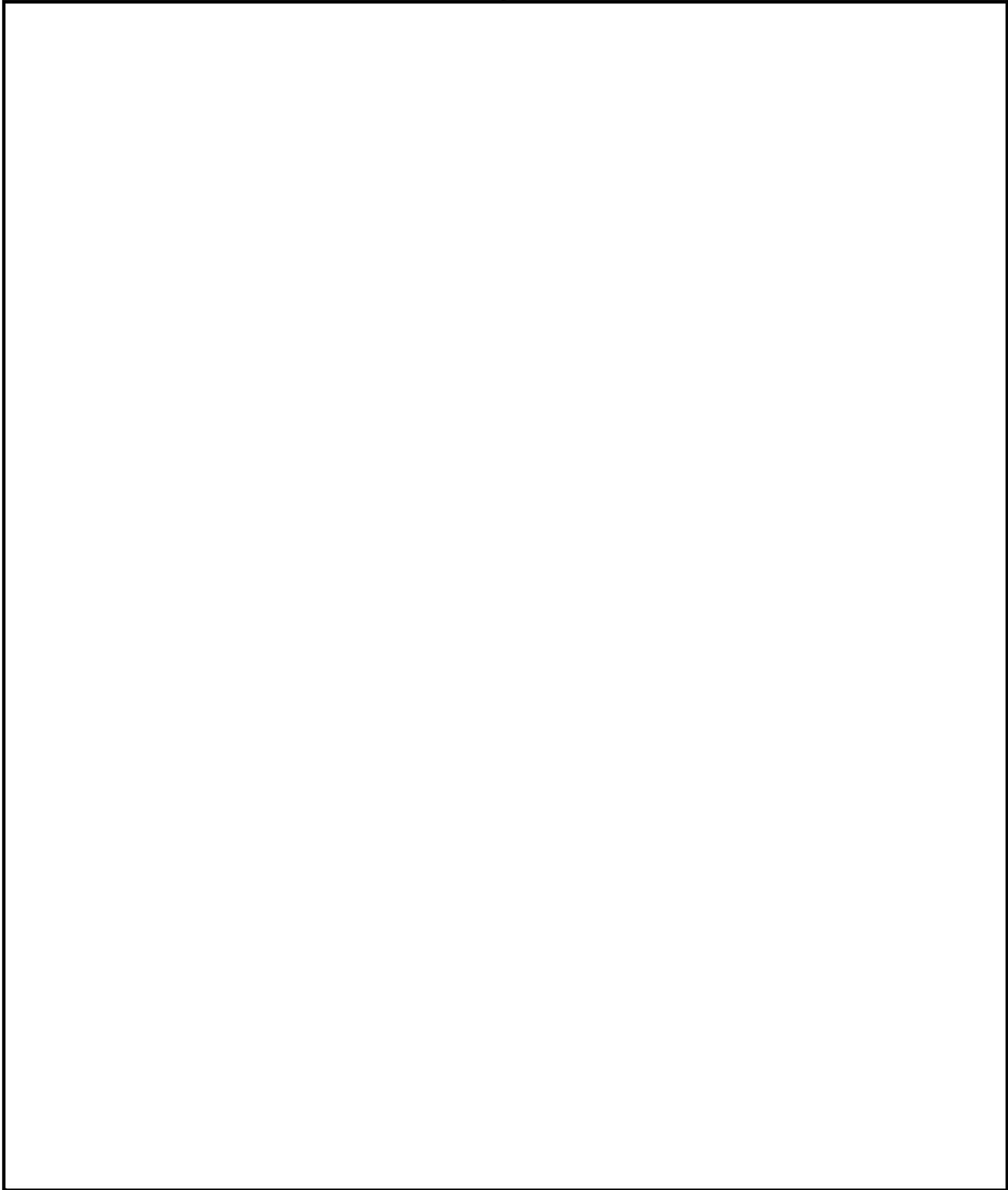


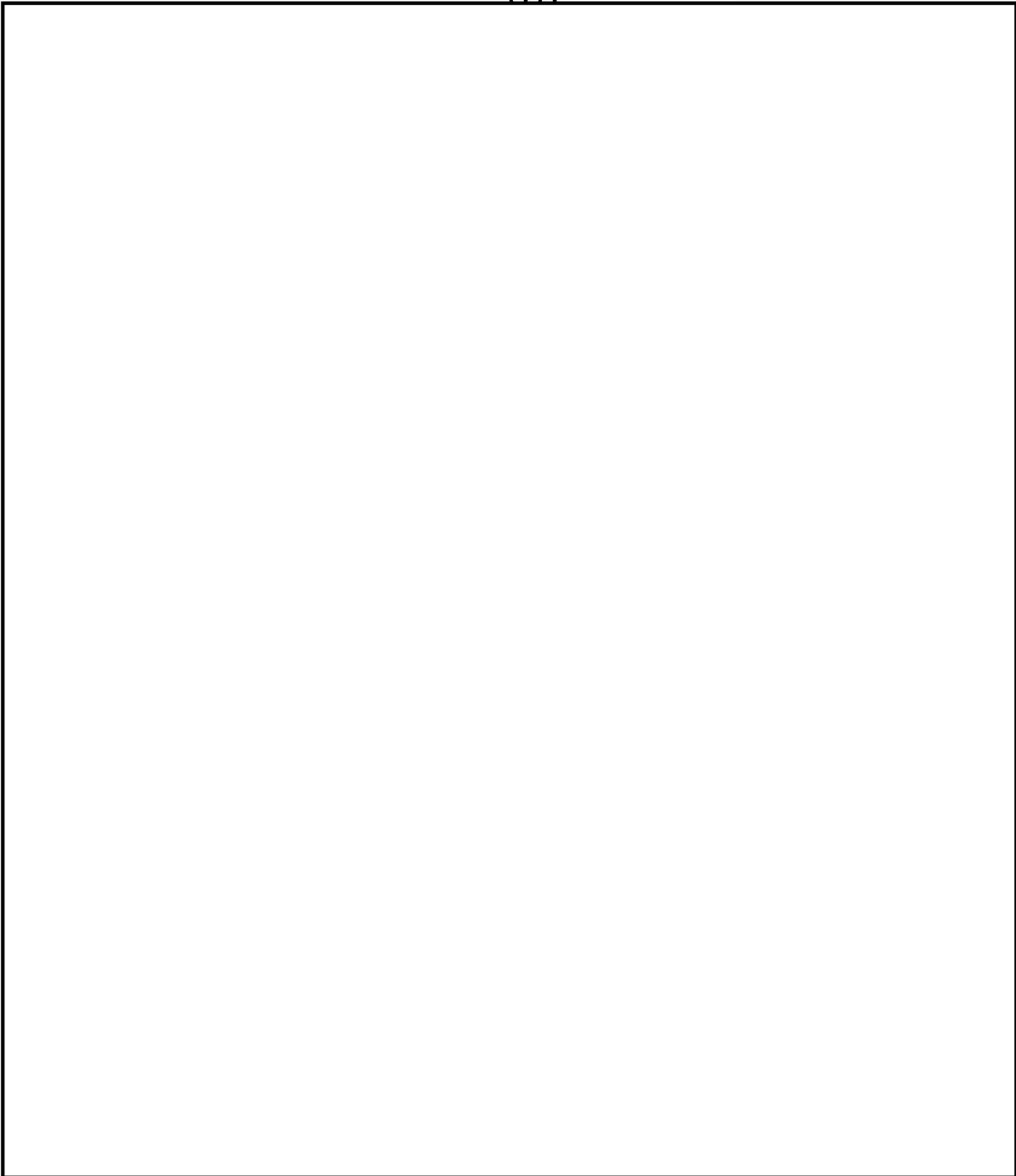


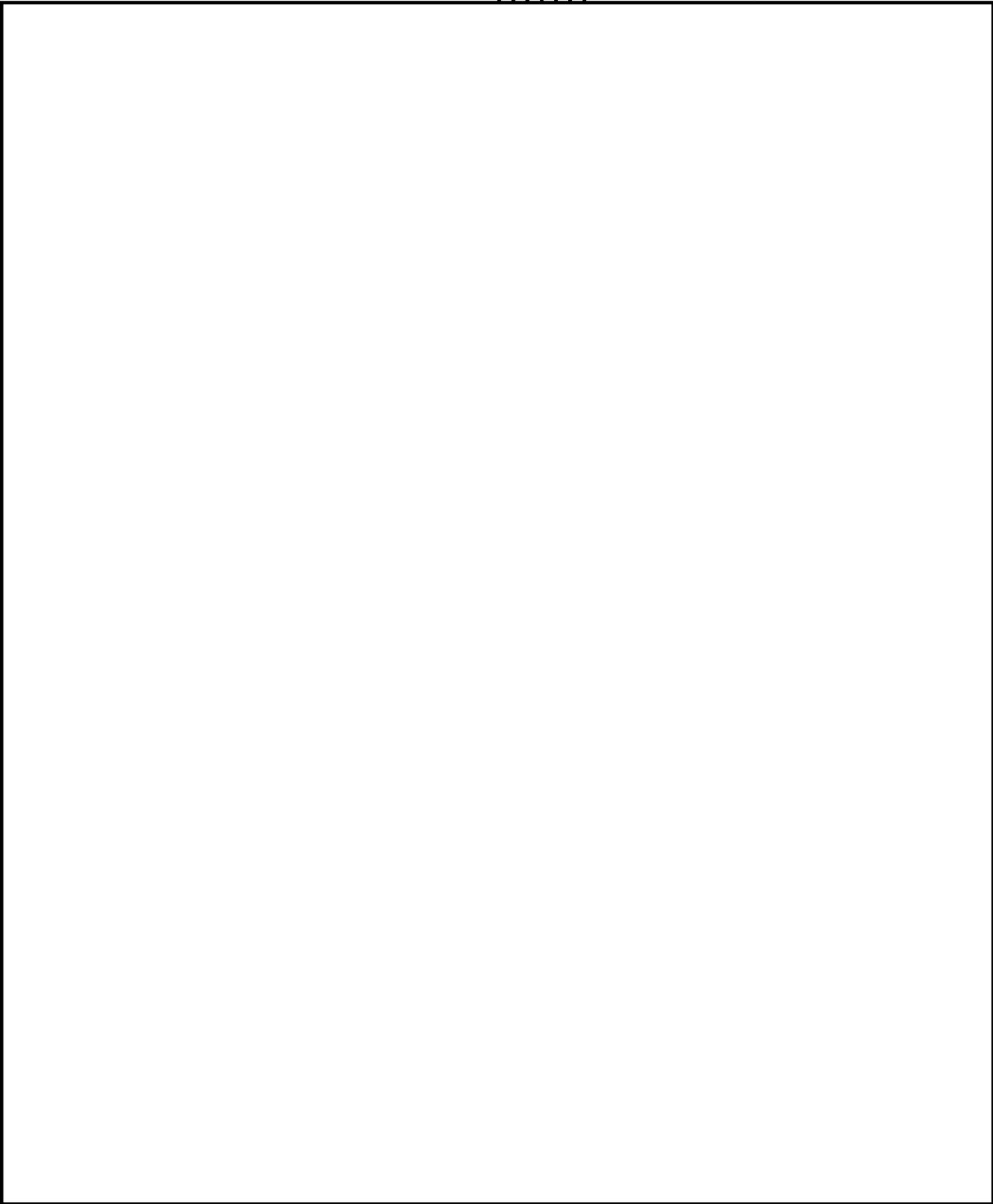




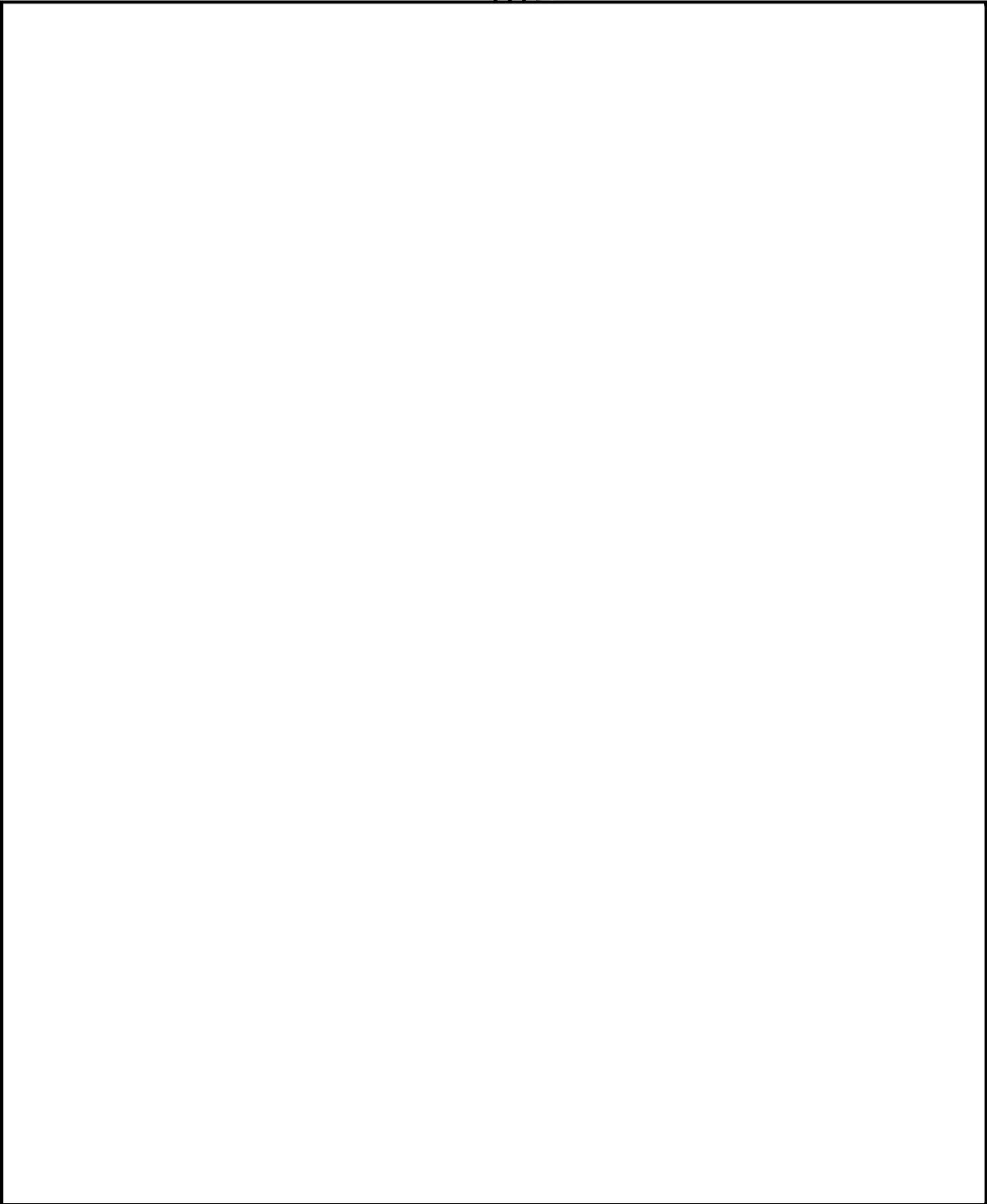




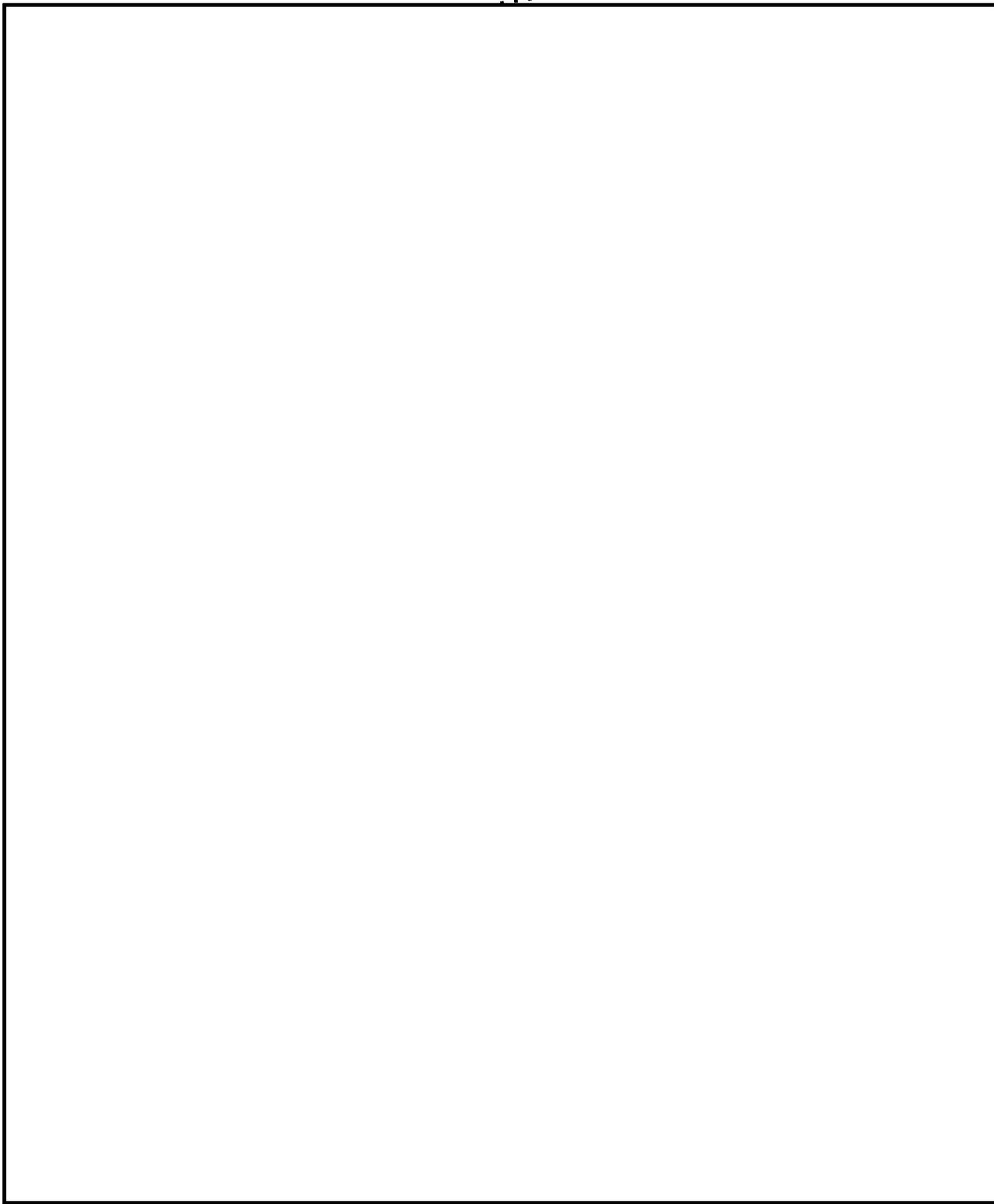


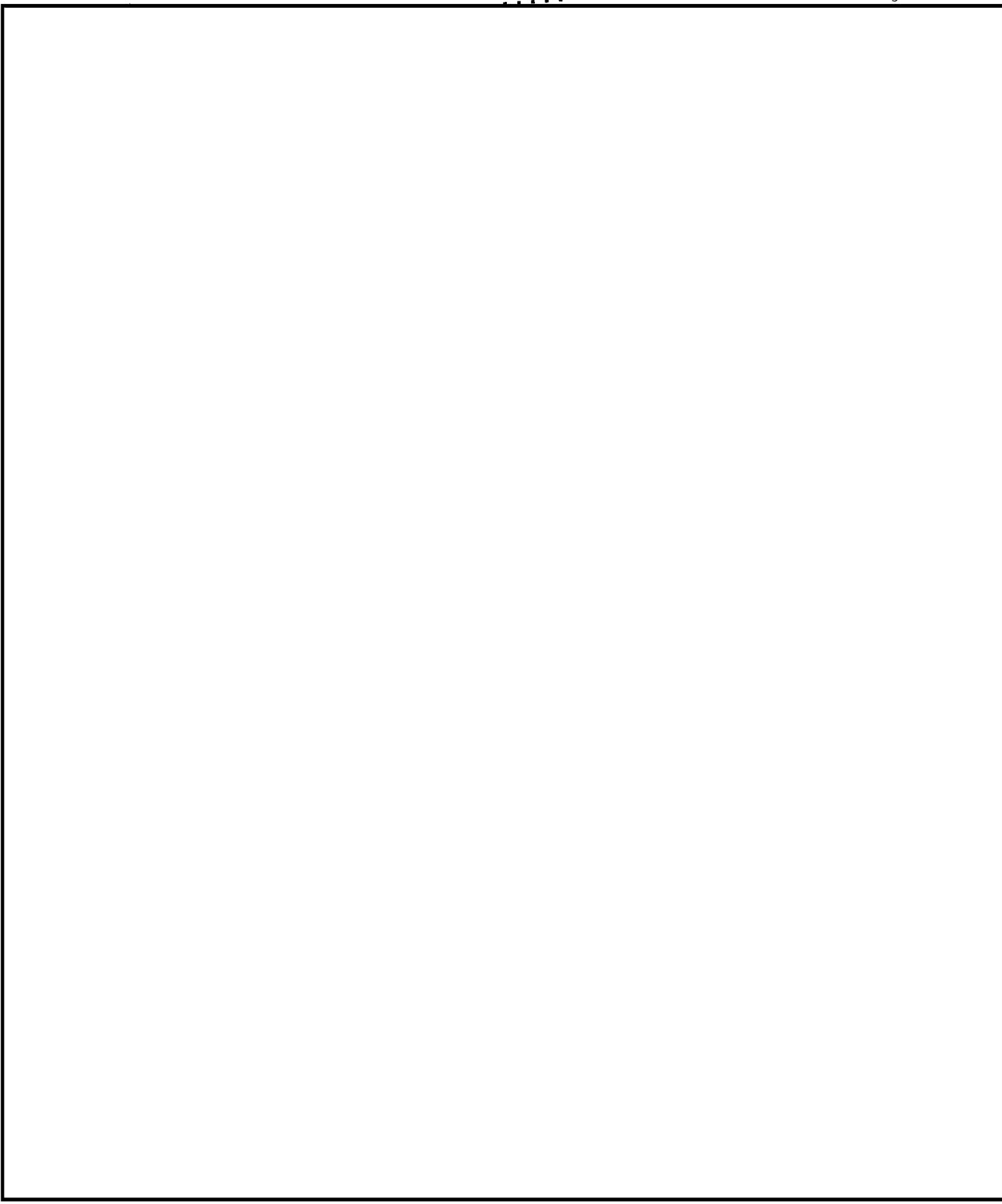


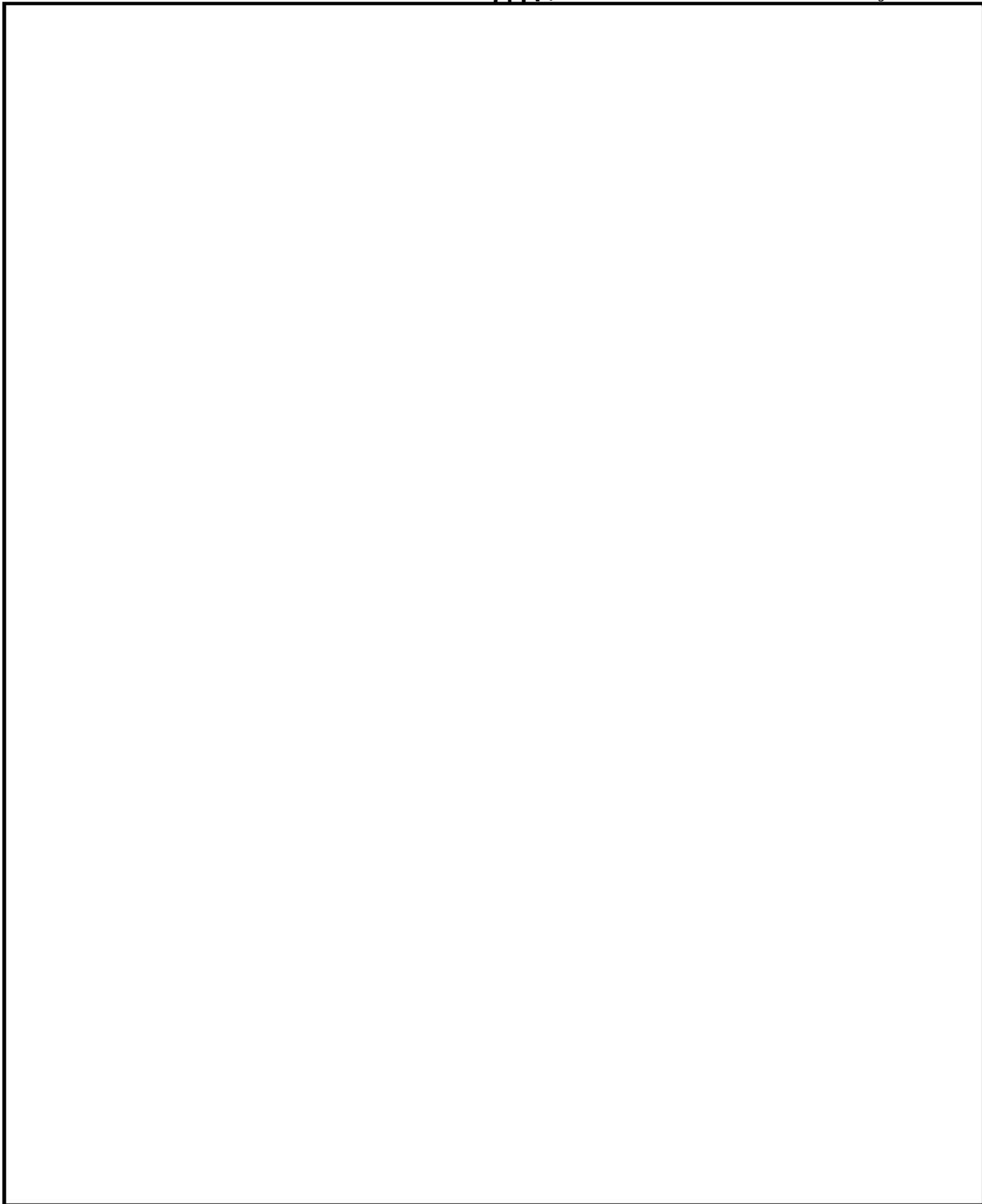
(b) (3) - P.L. 86-36

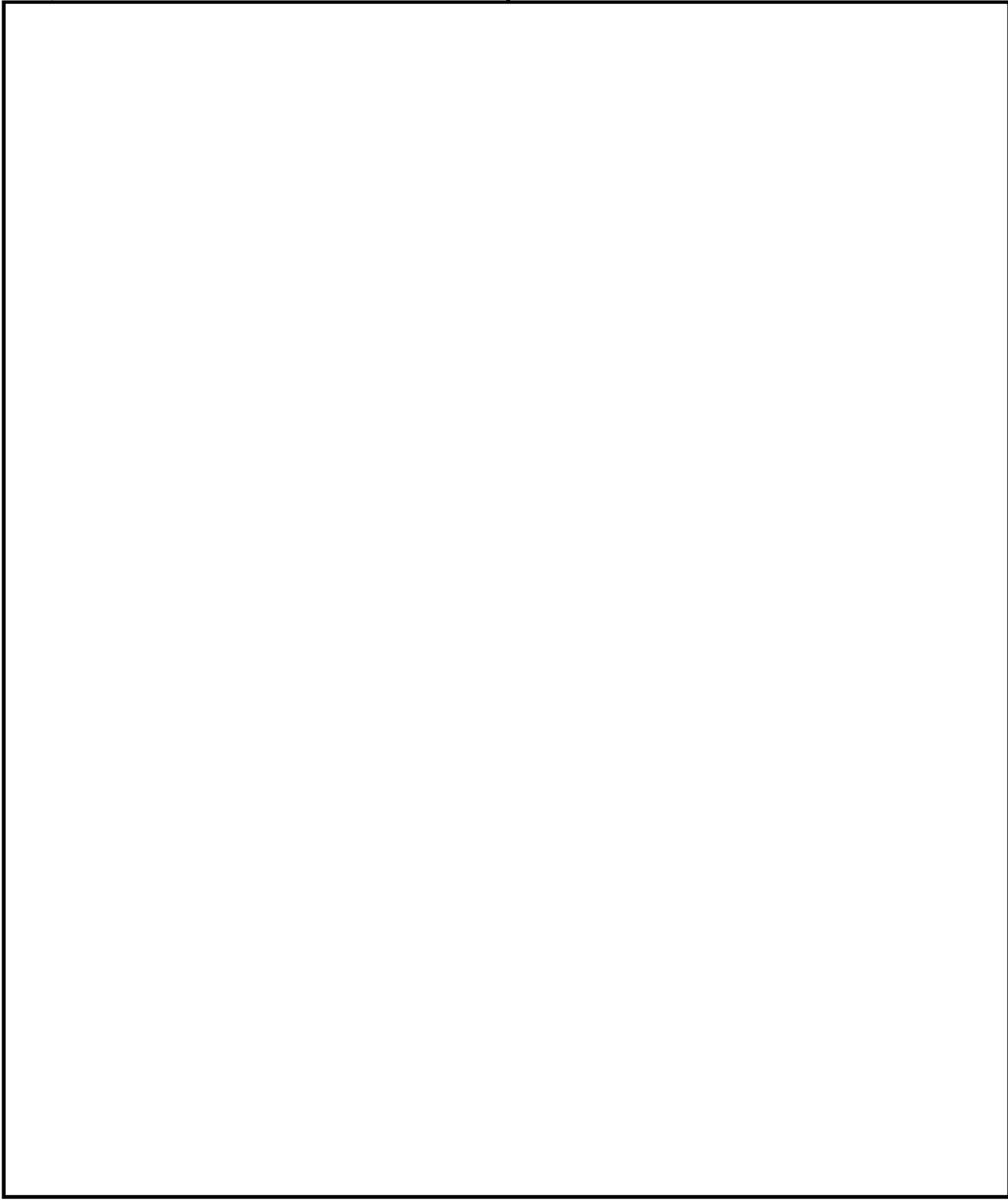


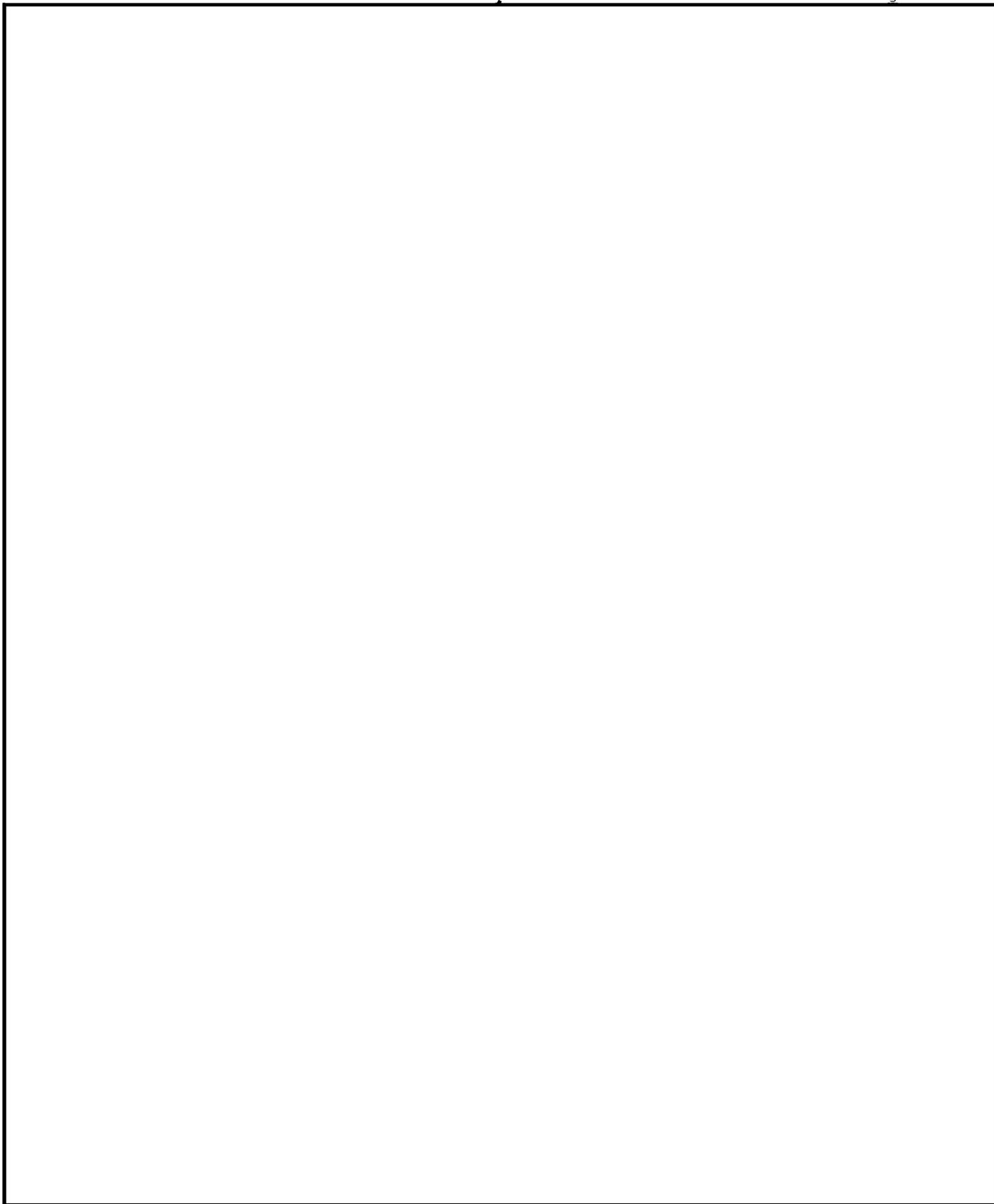
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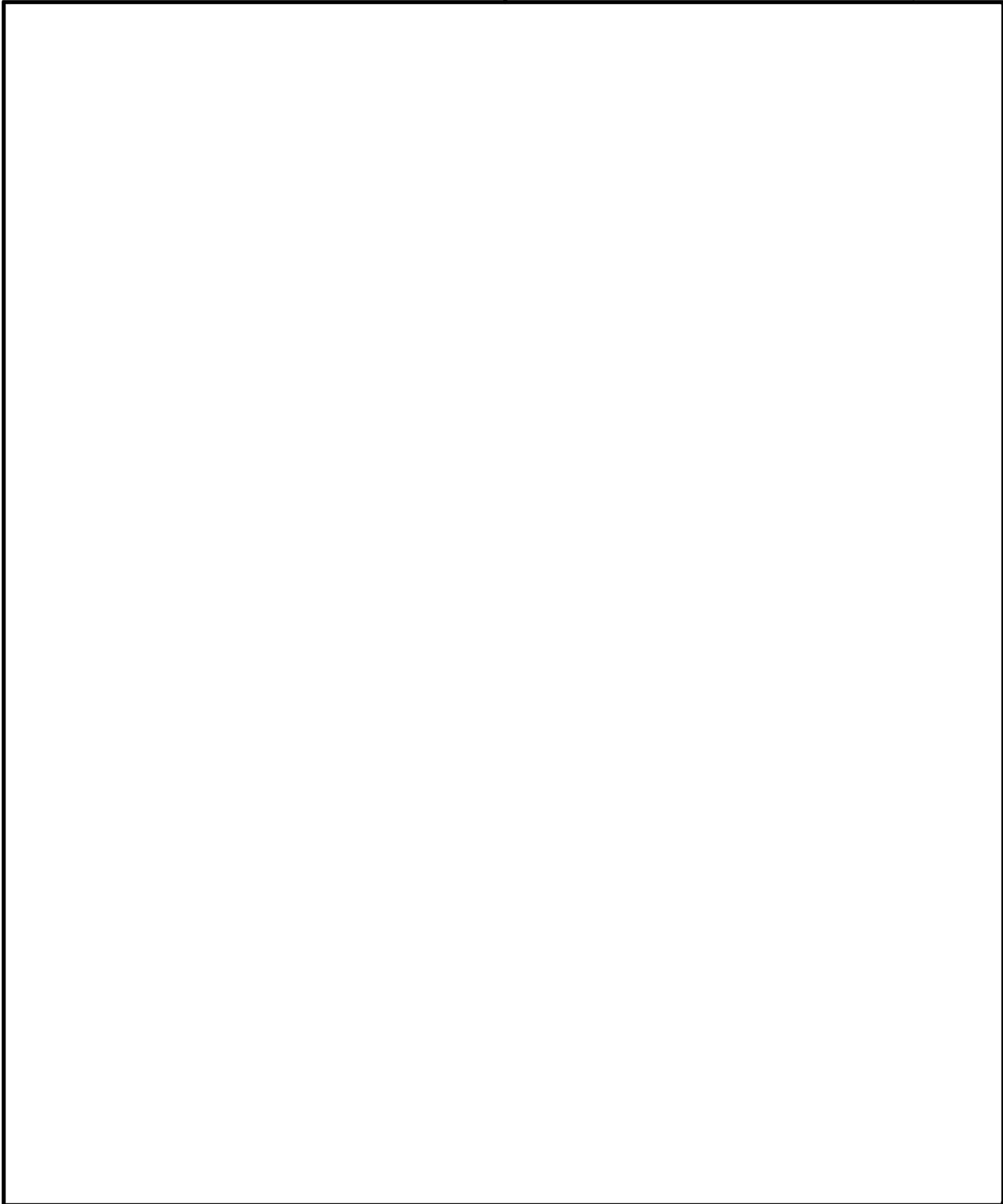


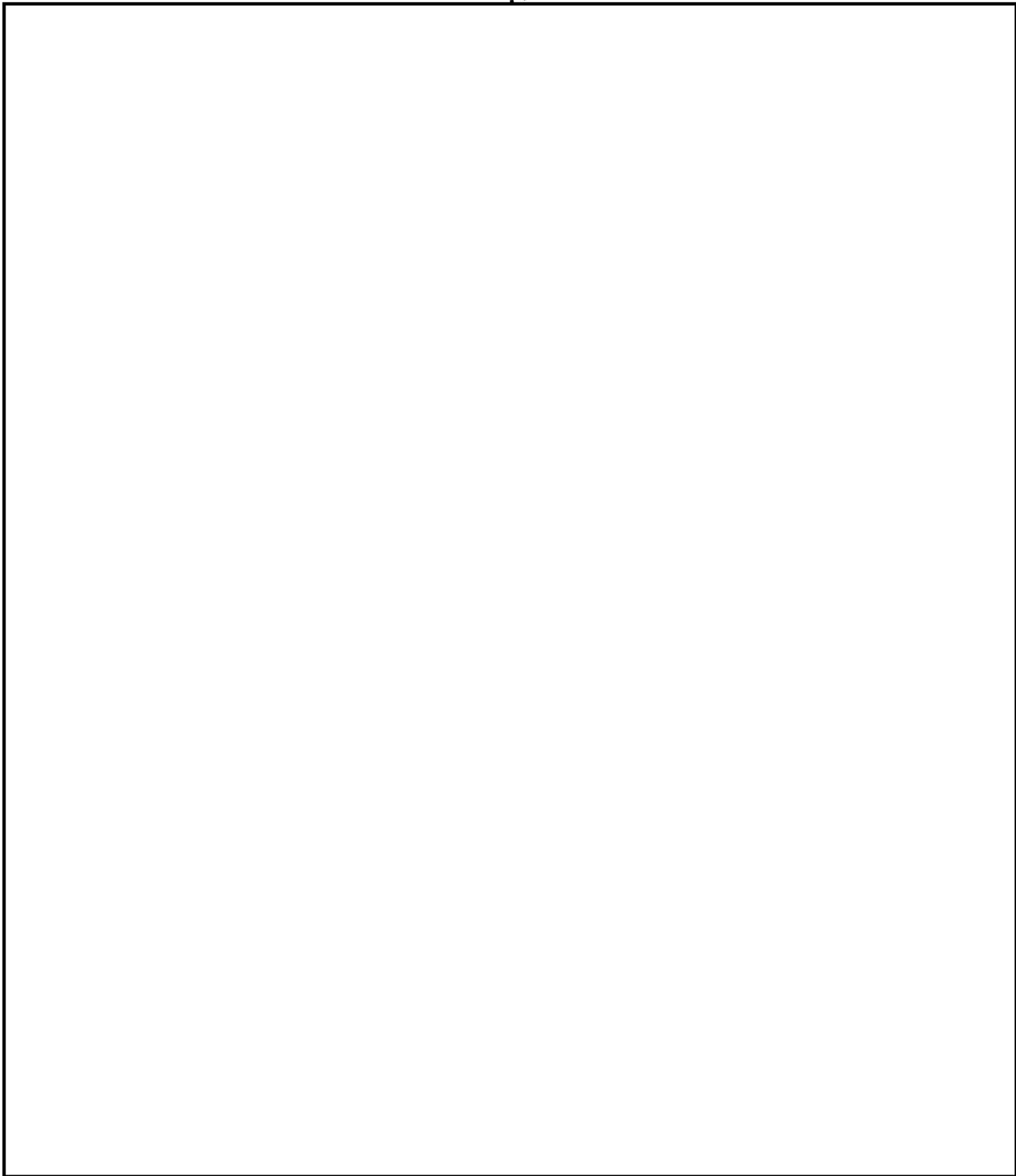


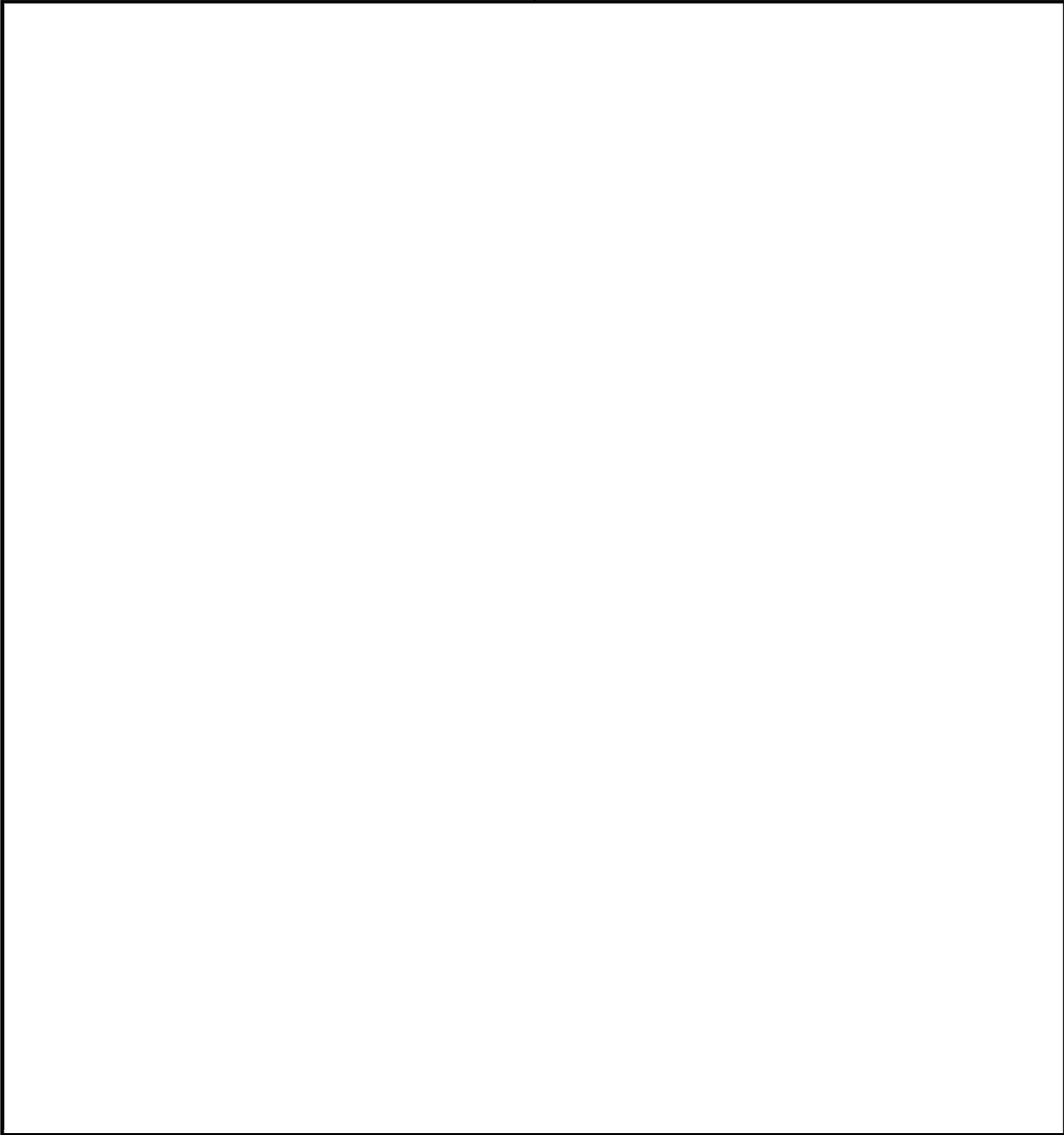


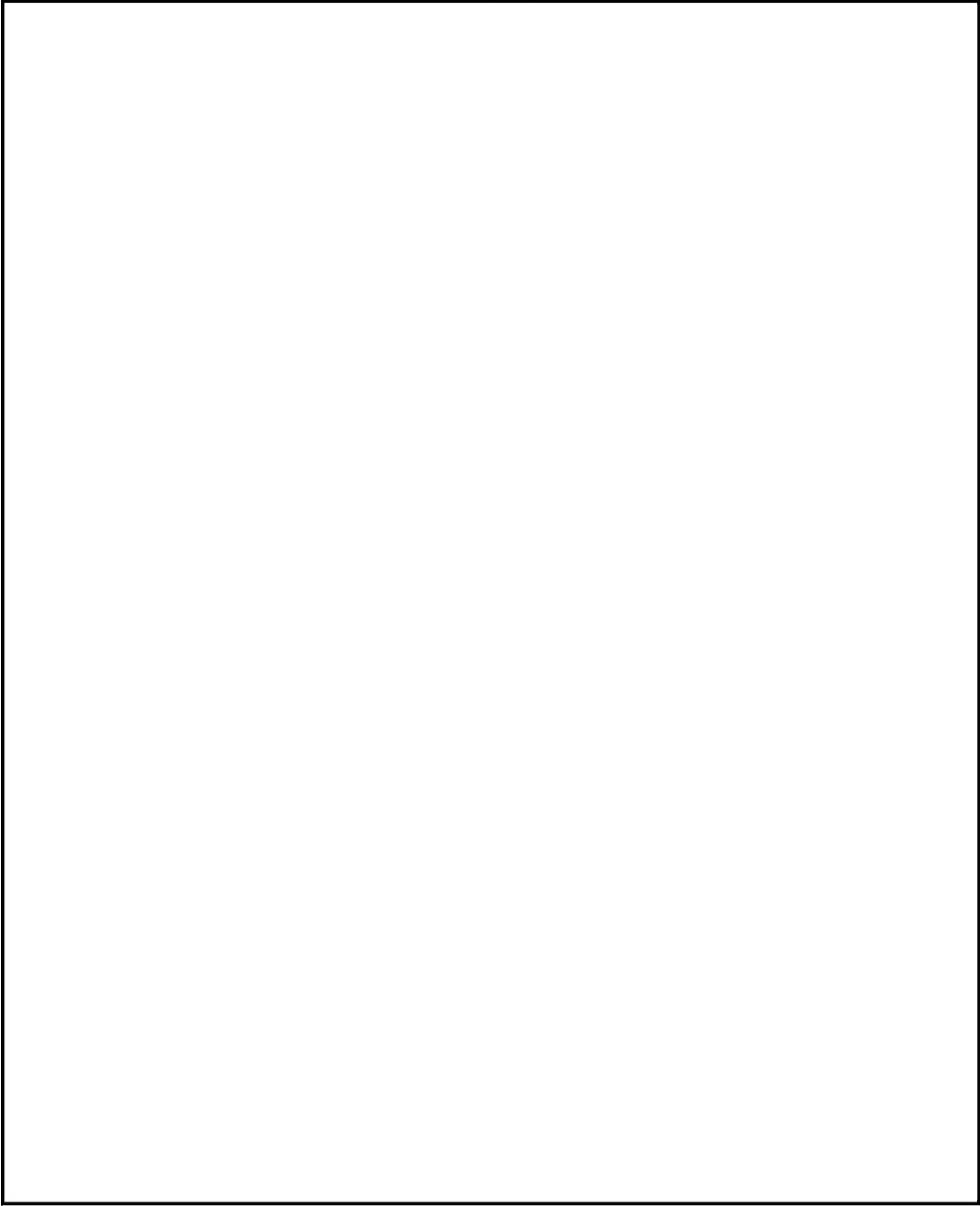




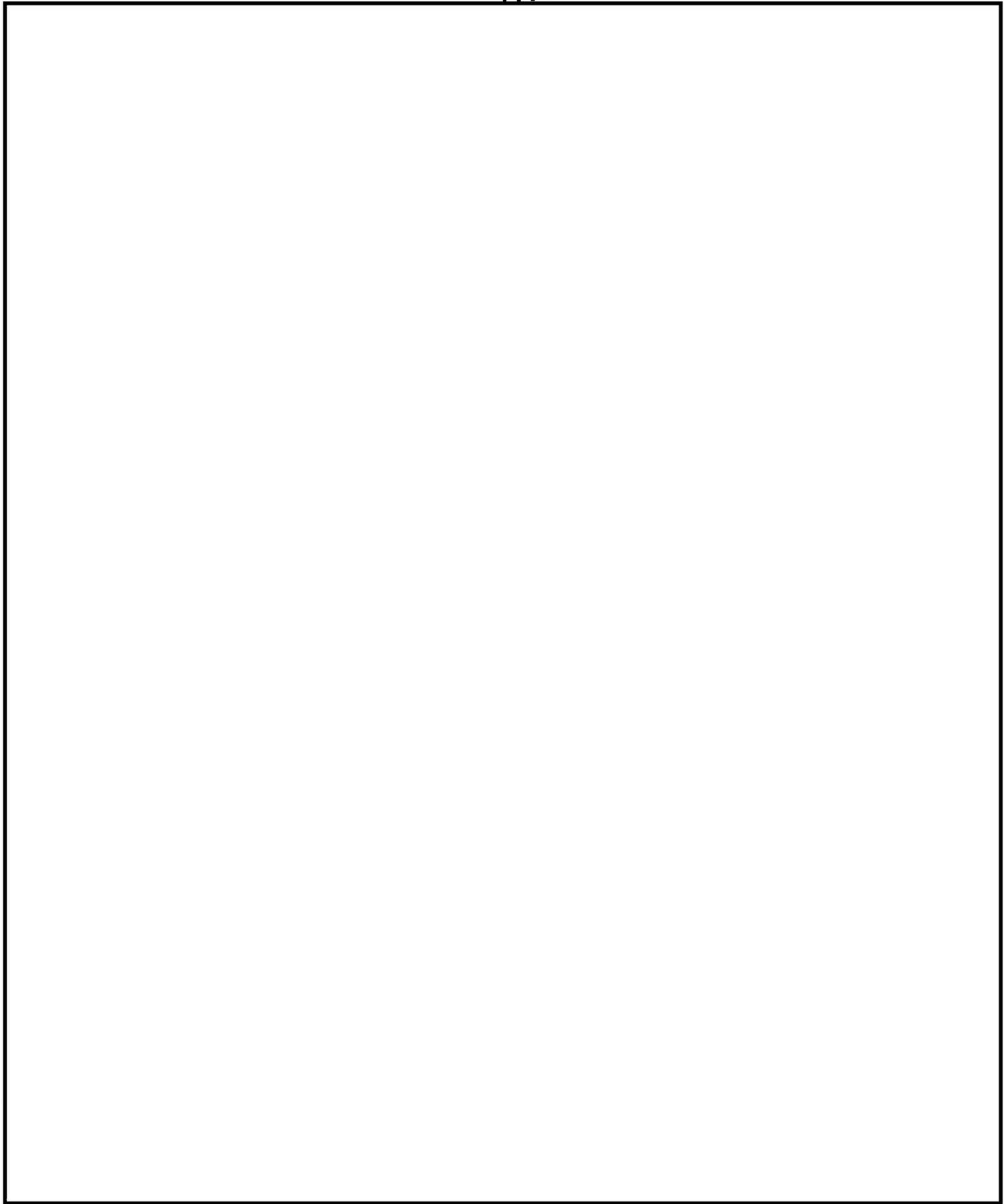


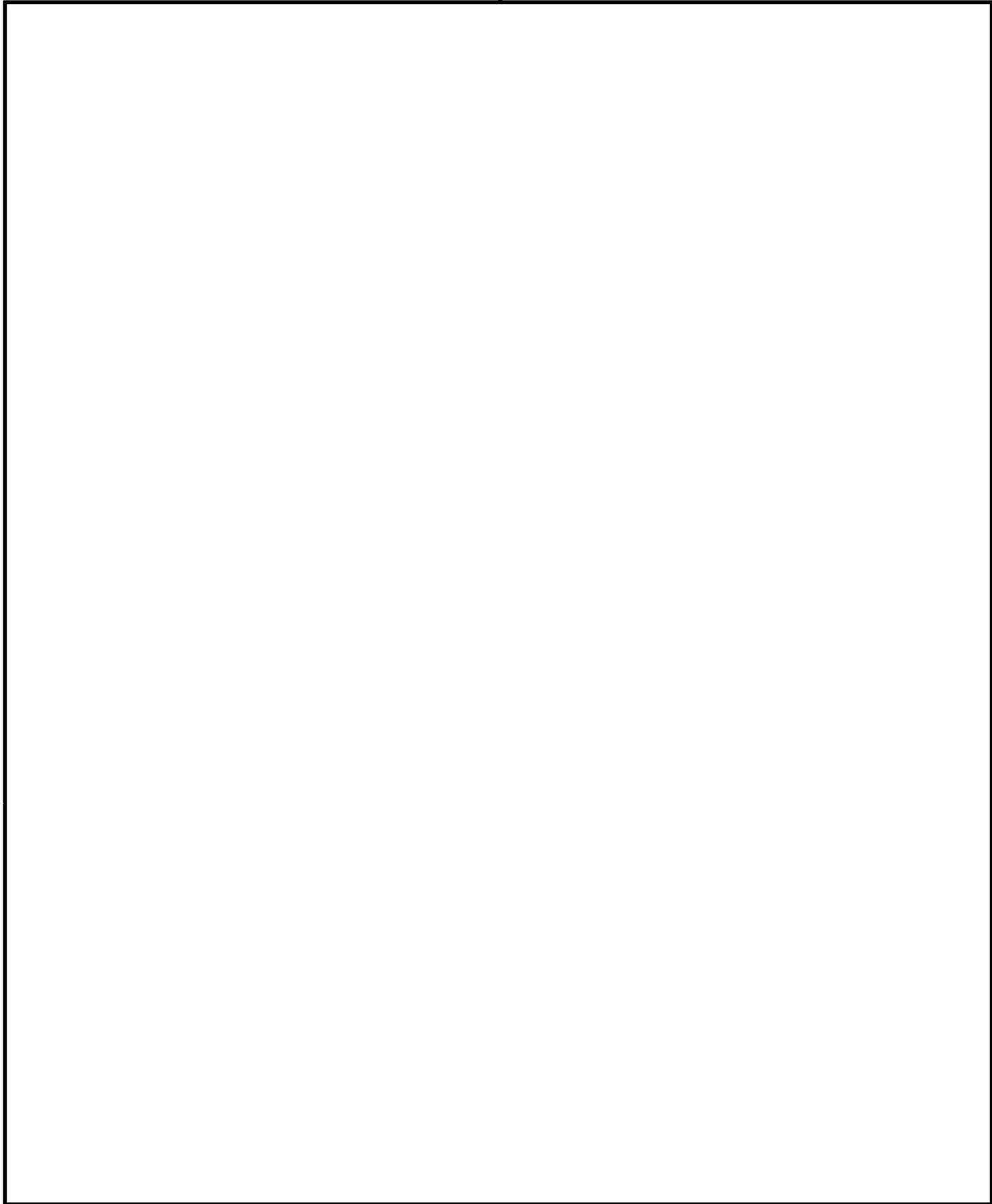




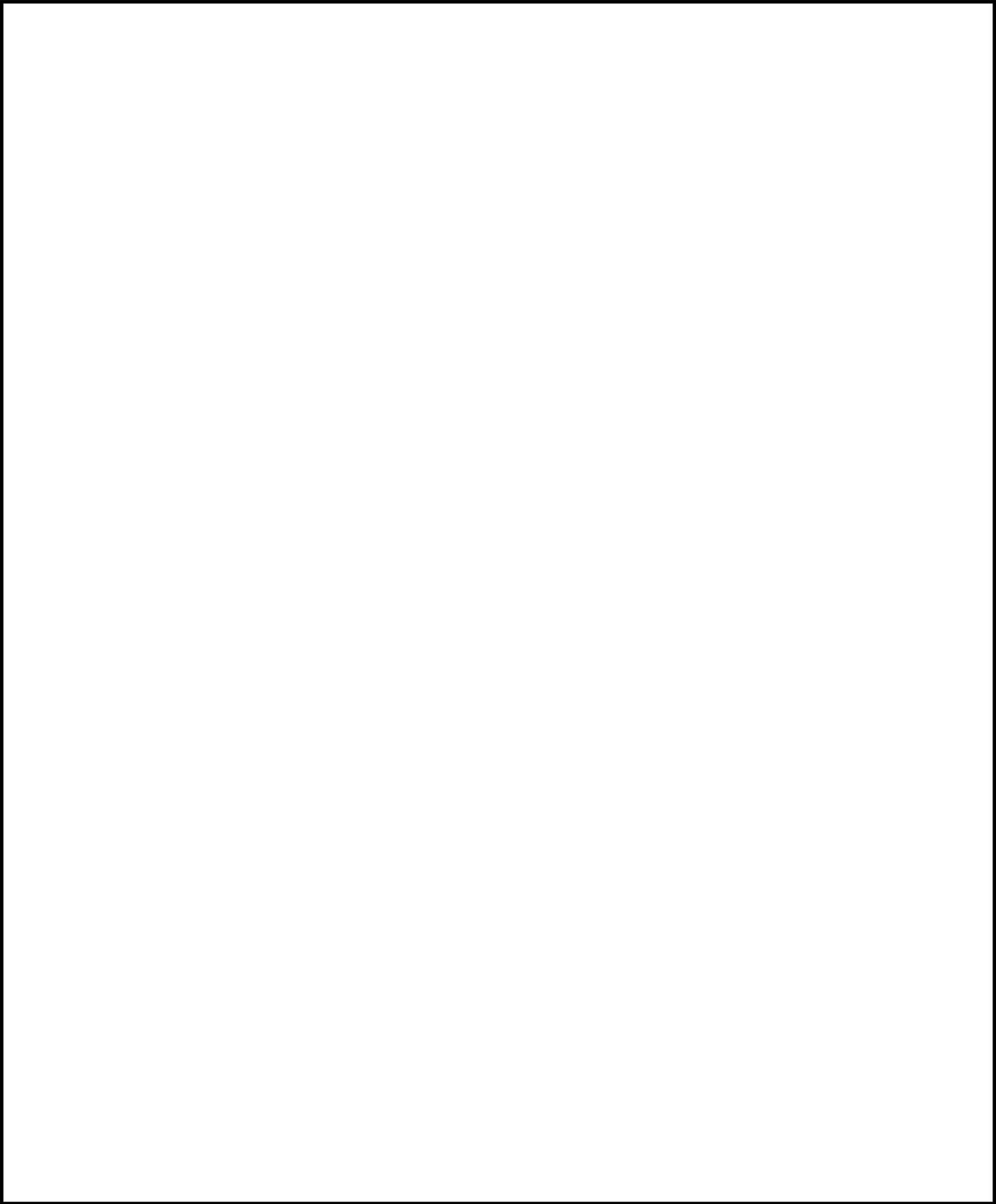




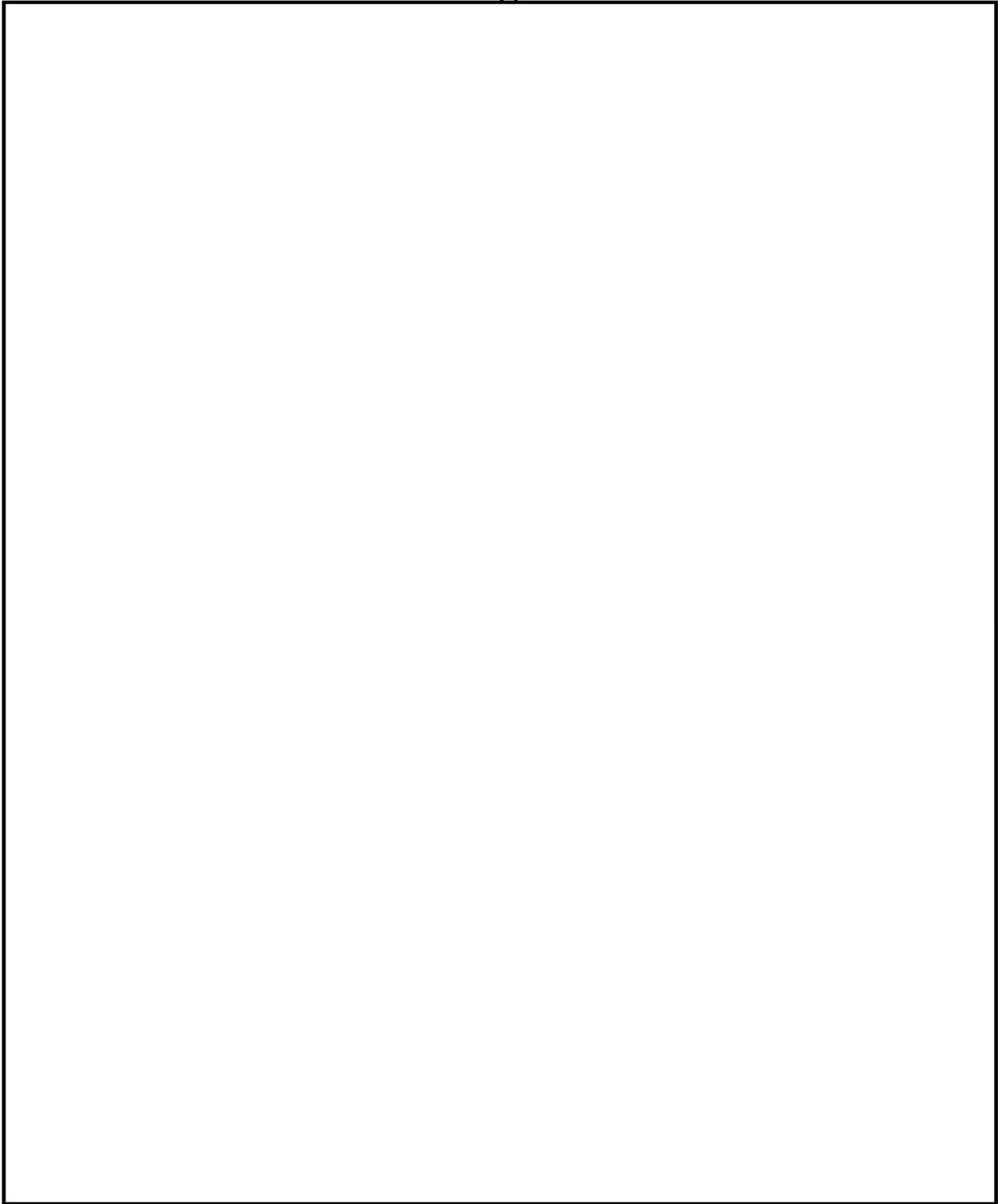




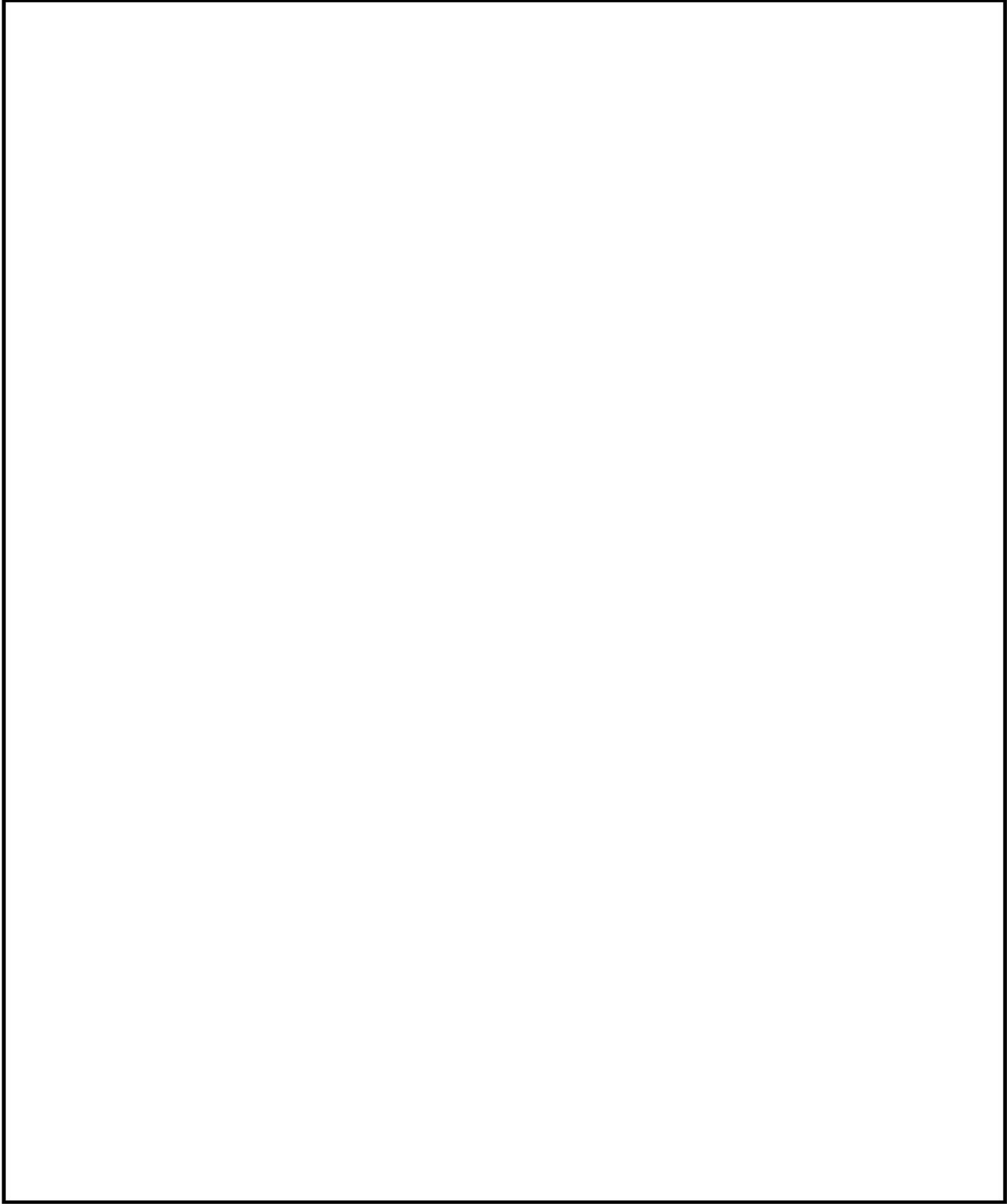


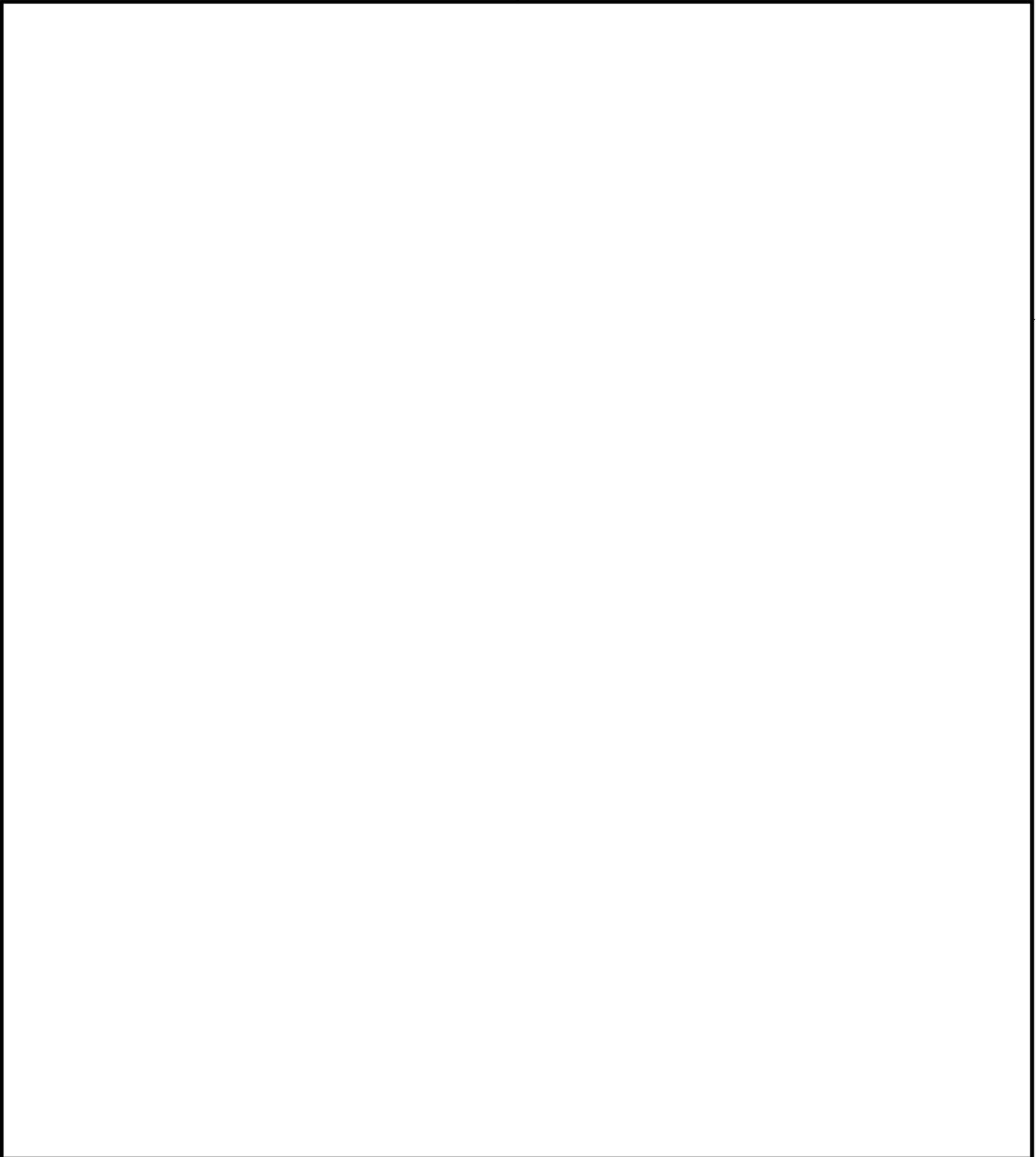


(b) (3) -P.T. 86-36

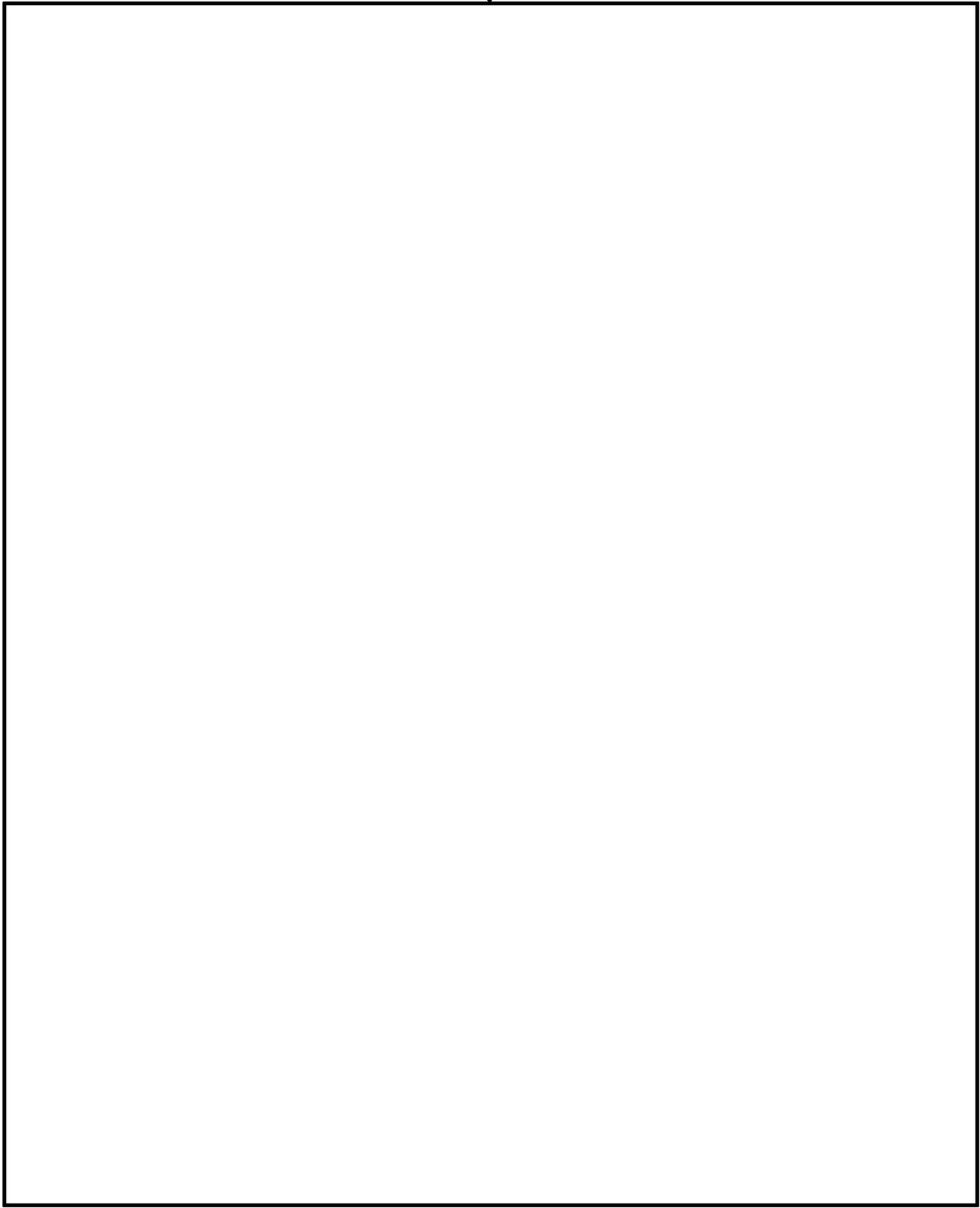


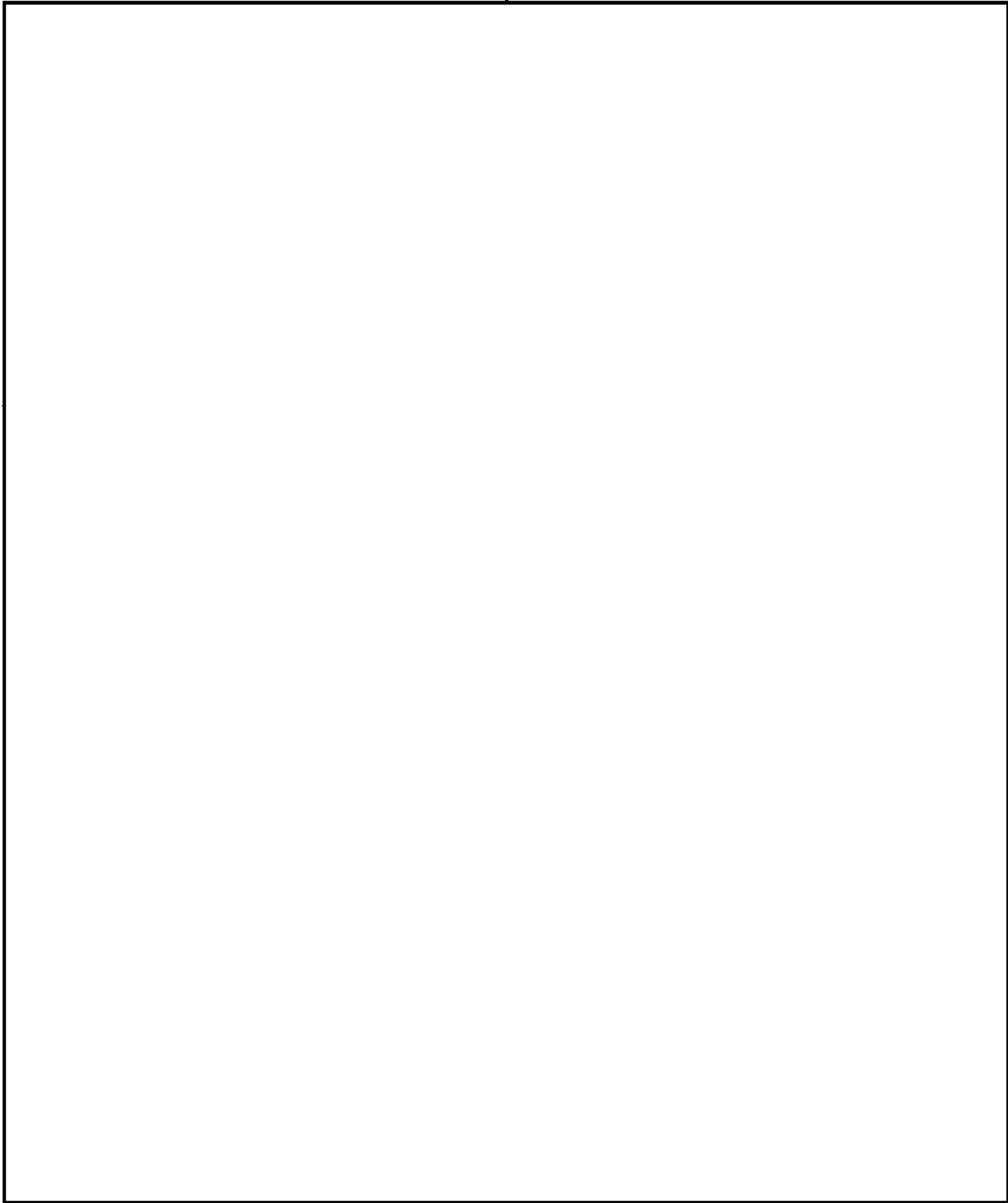


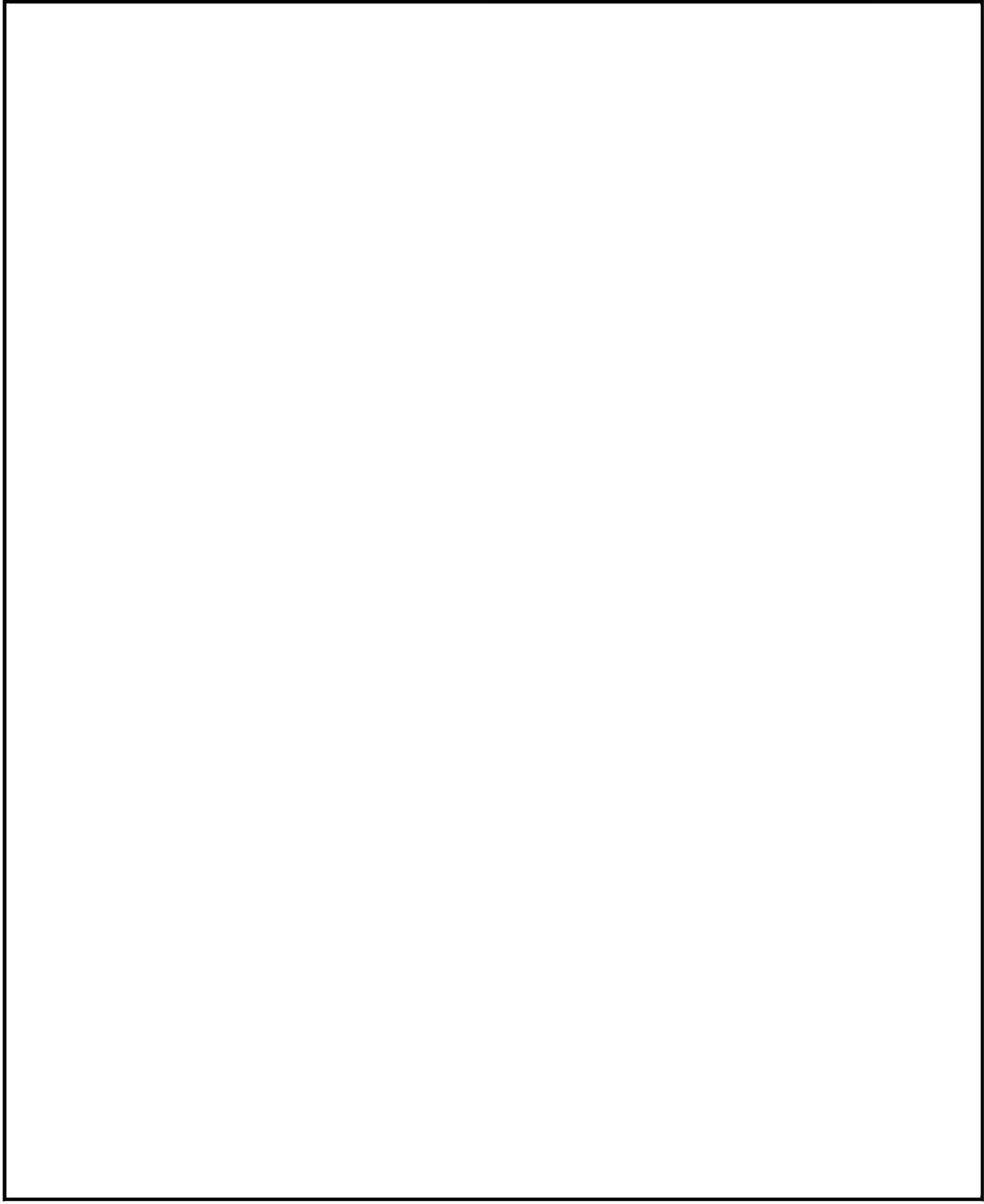


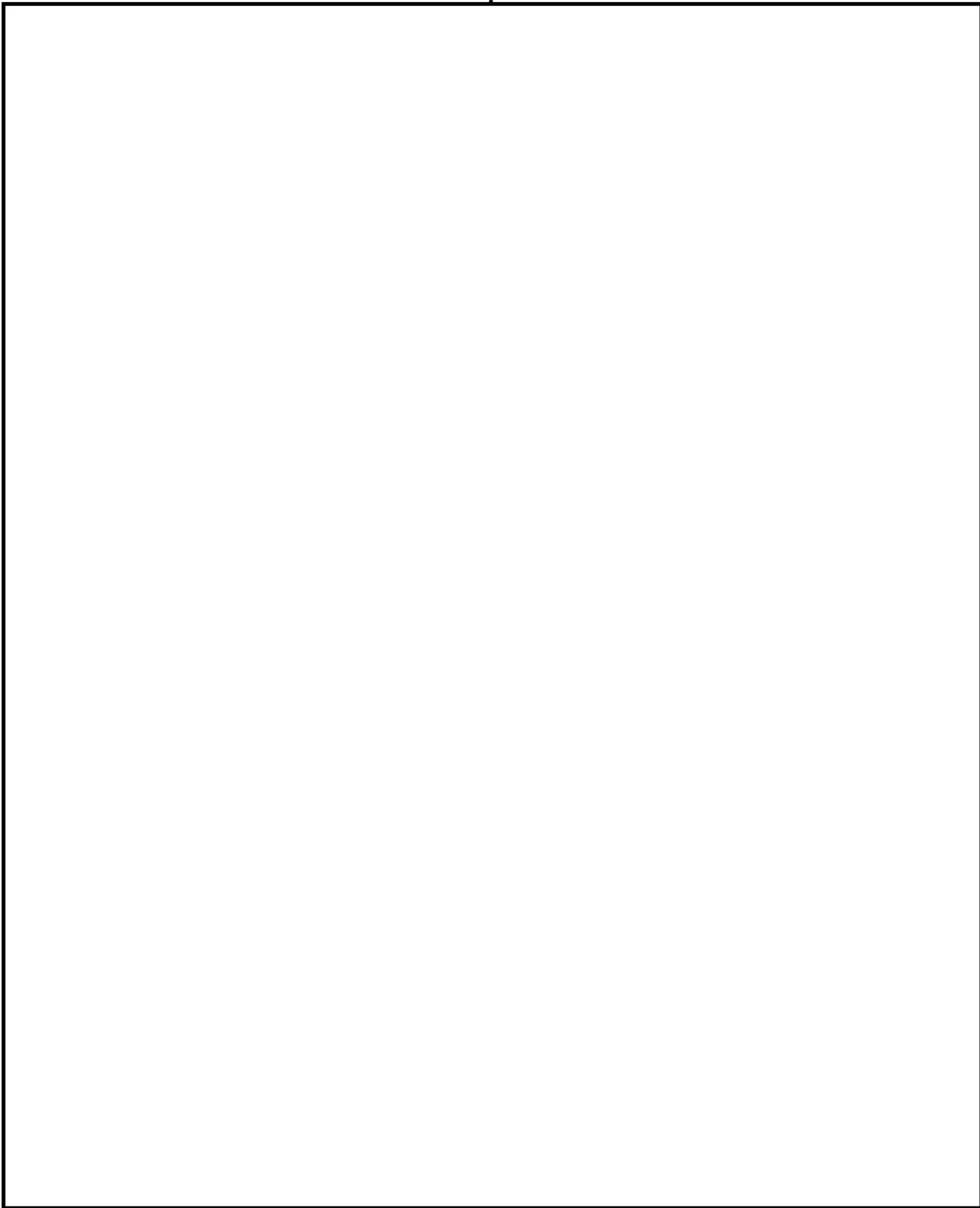














(b) (3) -P.L. 86-36
(b) (6)