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(U//FOUO) SUMMARY OF INVESTIGATION, IV-12-0112

(U//FOUO) The NSA/CSS Office of the Inspector General (OIG) received an allegation that [redacted] and [redacted] Technical Director (TD), [redacted] NSA (via an Intergovernmental Personnel Act Agreement or IPA), had a conflict of interest between his official duties as a civilian TD and his position as a [redacted] contractor employee for [redacted]. Specifically, it was alleged that [redacted] worked both as a Government TD and a contractor employee on the same NSA project [redacted].

(U//FOUO) 18 U.S.C. § 208 prohibits a Federal employee from participating personally and substantially in a particular matter in which, to his knowledge, an organization in which he serves as an employee has a financial interest. 5 CFR § 2635.502 prohibits a Federal employee from participating in a particular matter likely to have a direct and predictable effect on the financial interest of a contractor company, for which he served as an employee within the last year. During the OIG's preliminary investigation into the allegation involving [redacted] we found insufficient evidence to conclude that the law or regulation was violated.

(U//FOUO) Personnel records disclosed that [redacted] was assigned to NSA from [redacted] under IPAs from [redacted]. Under the IPAs, from [redacted] 50% of [redacted] work was for NSA. This percentage increased to 80% from 15 October 2012 through 14 October 2014. As part of the IPA, [redacted] signed a nondisclosure agreement to keep [redacted] from gaining an unfair competitive advantage and to prevent a potential conflict of interest. [redacted] did not submit Confidential Financial Disclosure Reports (OGE 450s) related to his IPA. Project records disclosed that on [redacted] Economy Act Order (EAO) to [redacted] for [redacted] and a day later [redacted] signed the accompanying justification as the project manager (PM) technical lead. The project's statement of work (SOW), dated 20 July 2011, listed [redacted] as the Agency PM.

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(U//FOUO) [redacted] former TD, [redacted] told the OIG that he worked with [redacted] on projects within [redacted]. These included [redacted] which involved an EAO between [redacted] and [redacted] to [redacted]. According to [redacted] in spring 2011, [redacted] created the documentation package necessary to take the Economy Act Order forward, which basically became the project's SOW. Because [redacted] was also a supervisory [redacted] employee, both [redacted] and [redacted] the project's business manager, told [redacted] Chief, [redacted] that [redacted] involvement on [redacted] was inappropriate and could be a conflict of interest. [redacted] said that [redacted] who subsequently became the [redacted] PM, also expressed concern about [redacted] involvement.

(U//FOUO) According to [redacted] business manager, formerly forward deployed to [redacted] [redacted] was a [redacted] employee assigned to NSA part-time. [redacted] worked on a variety of projects within [redacted] including, at least initially, [redacted] helped [redacted] draft [redacted] SOW. [redacted] told [redacted] and [redacted] that it was inappropriate for [redacted] to work on [redacted] for NSA, given that he was also with [redacted] and had a supervisory relationship with [redacted] employees doing the project's work. [redacted]

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and [redacted] agreed and [redacted] was named the PM. However, in [redacted] capacity as [redacted] TD, "there was still communication going on with him on a regular basis about the project."

(U//FOUO) [redacted] engineering leader and [redacted] PM from approximately July 2011 to October 2013, told the OIG that his duties on the project were to provide oversight and included interfacing with [redacted] approving invoices, receiving [redacted] monthly status reports, and briefing project status to leadership. According to [redacted] was the previous PM on [redacted] and educated him on the project, which involved numerous small technical projects that [redacted] subcontracted out to other entities. [redacted] continued to serve as the technical lead on [redacted] after [redacted] became PM. The related EAO was issued before [redacted] came aboard as PM; he did not know who drafted the SOW.

(U//FOUO) [redacted] told the OIG that because of [redacted] expertise in high performance computing, he consulted with [redacted] regarding the technical aspects of certain projects under [redacted]. Further, both [redacted] and [redacted] attended several project technical reviews with [redacted] team, which came to MD for the meetings. [redacted] did not otherwise have any official involvement in the project. No one expressed concern regarding [redacted] involvement or said that it might constitute a conflict of interest.

(U//FOUO) [redacted] did not know whether [redacted] was involved as an [redacted] employee on [redacted] and to his knowledge, there was no conflict of interest between [redacted] official duties as a TD and his employment with [redacted]. Rather, [redacted] appeared to go out of his way to avoid conflicts by limiting his involvement in [redacted] there were occasions on which he declined to answer [redacted] questions, provide direction, and participate in [redacted] conferences. On those occasions, [redacted] said that he either was not privy to certain project information or could not take certain actions related to the project.

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(U//FOUO) The OIG's preliminary investigation disclosed no documentary evidence that in his official capacity as TD [redacted] was personally and substantially involved in [redacted]. Further, testimony revealed [redacted] involvement in the project to have been technical in nature. Finally, after [redacted] and [redacted] expressed concerns about the potential for a conflict of interest, [redacted] ensured that [redacted] did not become PM of [redacted]. Based on lack of evidence, the NDA signed by [redacted] and the efforts taken by both [redacted] and [redacted] to avoid the potential for a conflict, we determined that further investigation into the allegation was not warranted.

(U//FOUO) As a result, the investigation was closed with no further action.

[redacted signature box]

Senior Investigator

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