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Conflict Sensitivity Integration Hub Activity

Contract No. AID-OAA-I-13-00041, Order No. 7200AA2F00014

Organizational Conflict of Interest (OCI) Mitigation Plan

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ACRONYMS

CMS	Contract Management Services
CSIH	Conflict Sensitivity Integration Hub
CS	Conflict Sensitivity
CSO	Civil Society Organization
CSPB	Civil Society and Peacebuilding Department
DO	Development Objective
HO	Home Office
NDA	Non-Disclosure Agreement
OCI	Organizational Conflict of Interest
OCIA	Office of Compliance and Internal Audit
PEACE	Programming Effectively Against Conflict and Extremism
STTA	Short-Term Technical Assistance
TOCO	Task Order Contracting Officer
TOCOR	Task Order Contracting Officer Representative
TO-M	Task Order Manager

I. INTRODUCTION

The USAID/CVP/CPS PEACE Activity – Conflict Sensitivity (CS) Integration Hub Activity Task Order is issued under the PEACE IQC contract. In accordance with the principles of FAR Subpart 9.5 and USAID policy, sections H.11, H.12, H.13, and H.14 of FHI 360’s PEACE IQC contract state that the contractor is ineligible to furnish, as a prime or subcontractor, or otherwise, the implementation services for any activities for which it provides substantial design services, or that results in response to the findings, proposals, or recommendations in an evaluation report written by the contractor. unless the Head of the Contracting Activity, in consultation with USAID’s Competition Advocate, authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Contractor from the implementation contract would not be in the Government’s interest. Section H.9 of the Conflict Sensitivity (CS) Integration Hub Activity Task Order (full text in Box I below) requires the Contractor, FHI 360, to develop and submit an Organizational Conflict of Interest (OCI) Mitigation Plan for approval by the Task Order Contracting Officer (TOCO). The approved OCI Mitigation Plan will be incorporated into the award as an attachment in Section J.

Box I: Section H.9 on Organizational Conflicts of Interest from Contract No. AID-OAA-I-13-00041, Order No. 7200AA2F00014

“This Task Order calls for the Contractor to furnish important services in support of conflict sensitivity integration throughout USAID’s program cycle. In support of USAID/Mission’s integration of conflict sensitivity into projects and activities, the Contractor may be asked to review new/ongoing procurements to ensure conflict sensitivity integration. The possibility of access and contribution to procurement documentation may create an unfair competitive advantage. Additionally, during the course of providing technical assistance, training and/or accompaniment, the Contractor may have access to Implementing Partners (IPs)’ practices, approaches and/or methodologies that may be considered proprietary. If the Contractor obtains proprietary information from another organization in its performance under this Task Order, the Contractor must execute an agreement with the organization restricting disclosure and use of the information for any purpose other than that for which it was furnished, for as long as the information remains proprietary. A copy of these agreements must be submitted to the TOCO. To address and mitigate potential Organizational Conflicts of Interest (OCI) that may occur as a result of performance of services required under this Task Order, the Contractor is required to develop an Organizational Conflict of Interest (OCI) Mitigation Plan for approval by the TOCO. The approved OCI Mitigation Plan will be incorporated into the award as an attachment in Section J.

FHI 360’s Organizational Conflict of Interest (OCI) Mitigation Plan for the Conflict Sensitivity (CS) Integration Hub Activity establishes practices and procedures for the identification and mitigation of OCI at the contract level due to FHI 360 and its subcontractors’ participation in the USAID/CPS/CVP PEACE Activity for the Conflict Sensitivity Integration Hub Task Order contract. The primary objective of this OCI Mitigation Plan is to implement an organizational firewall for the CS Integration Hub Activity which establishes the environment to enable FHI 360 to perform the work it is contracted to do and to:

- Identify and properly dispose all procurement opportunities that would present a potential OCI, including a no-bid decision on work that cannot be effectively mitigated.

- Provide unbiased, impartial, and objective advice and assistance to the Government by preventing the inappropriate flow of information into or out of the CS Integration Hub Activity that might otherwise serve to provide an unfair competitive advantage or bias.

The OCI mitigation processes set forth in Section 2 below provide a streamlined approach that will enable the timely review of all procurement services for any OCI concerns and application of the appropriate level of mitigation measures for any OCI matters. This OCI Mitigation Plan also provides a flexible and compliant process for the Government to obtain technical expertise from FHI 360 and its subcontractors where it is deemed in the best interest of the Government.

This OCI Mitigation Plan—based on a standard, USAID-approved OCI mitigation plan and the example of the USAID/Honduras-approved Dexis Consulting¹ plan for the MESCLA project – may be augmented by specific OCI Mitigation Plans prepared for specific performance. FHI 360 will provide detailed processes and procedures for the specific mitigation approach to be complied with during contract performance. This OCI Mitigation Plan will govern the conduct of all affected employees on the CS Integration Hub Activity team to go beyond—but will be consistent with—the non-disclosure agreements (NDA) signed by the full-time CS Integration Hub Activity staff.

FHI 360 intends to fully comply with the Federal Acquisition Regulation (FAR) Subpart 9.5, the OCI clause in Section H9 of the Task Order contract, and FHI 360’s internal Organizational Conflict of Interest Under Federal Contracts policy. FHI 360 recognizes that OCI is a significant issue for the industry and the Government and is therefore dedicated to a systematic approach to identify, avoid and/or mitigate OCI issues, whether actual or perceived, while performing the CS Integration Hub Activity contract.

The types of potential OCI, as stated in FAR 9.5 and Government Accountability Office (GAO) decisions are:

Unequal Access to Information: This type of OCI issue arises in situations when a firm has access to non-public information as part of its performance of a Government contract and where that information may provide the firm a competitive advantage in a later competition for a Government contract. FAR 9.505-4: “In these ‘unequal access to information’ cases, the concern is limited to the risk of the firm gaining a competitive advantage; there is no issue of bias.”

Biased Ground Rules: This type of OCI issue arises in situations when a firm, as part of its performance of a Government contract, has, in some sense, set the ground rules for Government procurement, for example, by preparing the statement of work or the specifications. FAR 9.505-1, 9.505-2: “These situations may also involve a concern that the firm,

¹ Dexis Consulting is a proposed subcontractor to FHI 360 for the CS Integration Hub Activity but, at the time of OCI Mitigation Plan submission, subcontractor consent has not been provided.

by virtue of its special knowledge of the agency’s future requirements, would have an unfair competitive advantage in the competition for those requirements.”

Impaired Objectivity: This type of OCI issue arises in cases when a firm’s work under one Government contract could entail it evaluating itself (or a competitor), either through an assessment of performance under another contract or an evaluation of proposals as part of another contract. FAR 9.505-3: “In these ‘impaired objectivity’ cases, the concern is that the firm’s ability to render impartial advice to the Government could appear to be undermined by its relationship with the entity whose work product is being evaluated.”

The success of an OCI mitigation program is based upon the early identification of potential OCI issues and timely appropriate communication between potentially impacted corporate business entities, corporate headquarters, prime contractors, consultants, and Government customers. FHI 360 and its subcontractors understand they will be ineligible to furnish, as a prime or subcontractor, implementation services that result in response to CS Integration Hub Activity design and/or report findings, proposals or recommendations for the life of this contract and will not make use of any information obtained about another organization under this contract. FHI 360 will take proactive measures to ensure that subcontractors are recused from participation on relevant CS Integration Hub Activity OCI assignments and will firewall OCI information and assignments by restricting access to all project-related documents that are generated, received, and/or stored from USAID and other interested parties.

A. Definitions

CS Integration Hub Activity Team: the CS Integration Hub Activity Team includes all full-time personnel performing on the CS Integration Hub Activity contract for FHI 360 and its proposed subcontractors Dexis and International Alert.

FHI 360’s Home Office (HO) Project Management Staff: FHI 360’s HO personnel performing the functional management of the CS Integration Hub Activity contract.

Firewall: the barriers that are put in place to avoid spreading of information and potential OCI. The firewall consists of all the procedures set forth in this OCI plan and separates team members with potential “insider information” from the rest of FHI 360 and its subcontractors’ employees and general public.

Organizational Conflict of Interest (OCI): a situation in which an organization has an interest or relationship that could cause a reasonable person with knowledge of the relevant facts to question the retained entity’s objectivity or judgment.

B. Project Background and Potential for OCI

The Conflict Sensitivity Integration Hub Activity’s goal is to integrate conflict and violence prevention into USAID programming and to increase evidence and learning on conflict sensitivity for the Latin America region. During the initial 12-month base period (Sept. 30, 2021-Sept. 29, 2022), and second 12-month option period (Sept. 30, 2022-Sept. 29, 2023),

activities will be implemented to support USAID/Honduras and up to two additional USAID Missions in Latin America to achieve the following four objectives:

- **Objective 1:** Develop Predictive and Proactive Analysis and Knowledge Creation on Conflict Sensitivity for USAID/Honduras (and others TBD)
- **Objective 2:** Increase Capacity Building, Training, Technical Assistance and Accompaniment for USAID/Honduras (and others TBD) and their Respective Implementing Partners for conflict sensitivity
- **Objective 3:** Build an Evidence Base and Learning on Conflict Sensitivity to Enable more Effective Policy and Programmatic Interventions across a Mission's (or regional) Portfolio
- **Objective 4:** Pilot Conflict and Violence Prevention and Conflict Sensitivity Activities as well as Possible Regional and Cross-Border Activities should the CS Integration Hub Activity be Expanded to Additional Countries in the Region to Support Capacities for Peace

The CS Integration Hub team will accompany USAID/Honduras and its implementing partners to ensure that throughout the USAID program cycle, and across projects under the three Development Objectives, USAID/Honduras activities avoid doing unintentional harm and effectively integrate conflict and violence prevention to contribute towards positive peace. Through the Conflict Sensitivity Integration Help Desk, the team will produce responses to requests that may include: hyper-local conflict analysis, or deep dives into specific issues or events; open access conflict analysis which is updated regularly; monthly conflict analysis briefers (including maps and infographics); tools development; synthesize existing research, reports and analysis on the conflict context, per program type, geography, etc; and/or guidance notes on what the research means for program implementation and policies.

The potential for OCI exists because the CS Integration Hub Activity will support USAID/Honduras, and potentially up to two additional USAID Missions, to integrate conflict sensitivity into projects and activities. As part of this, FHI 360 and/or its subcontractors may be exposed to information on plans for new or ongoing USAID programs, and/or be asked to provide inputs to, or to review, new or ongoing strategies or program descriptions for procurements to ensure adequate conflict sensitivity integration. The possibility of access and contribution to procurement documentation may create an unfair competitive advantage. Additionally, during the course of providing technical assistance, training and/or accompaniment, the Contractor may have access to other IPs' practices, approaches and/or methodologies that may be considered proprietary.

C. Responsibilities

Responsibilities associated with this OCI Mitigation Plan are as follows:

FHI 360 Director for Peacebuilding and Conflict Mitigation, Civil Society and Peacebuilding Department: This position has executive responsibility for protecting the integrity of this OCI Mitigation Plan, ensuring inappropriate information or influence does not flow into or out of the CS Integration Hub Activity Team that could otherwise serve to create

potential OCIs. The FHI 360 Director for Peacebuilding and Conflict Mitigation ensures the independence of the CS Integration Hub Activity Team from control or inappropriate influence from other FHI 360 divisions. The Director is responsible for all compliance requirements and overall performance of the CS Integration Hub Activity contract and will conduct quarterly reviews of OCI Mitigation Plan compliance and will be the certifying official for the annual compliance document.

CS Integration Hub Activity Chief of Party (COP) – To be Hired: This position is responsible for compliance and execution of this OCI Mitigation Plan and early identification of OCI issues. This position will be responsible for day-to-day application, implementation, and execution of this OCI Mitigation Plan. The CS Integration Hub Activity COP is also responsible for providing specific data on employees transferring in or out of the project team and shall be responsible for conducting all appropriate entry and exit interviews and debriefings. To ensure that the COP can serve as the legitimate “gatekeeper” of the OCI Mitigation Plan, the COP will report directly to the US-based Task Order Manager (TO-M) and will not participate in specific bids or procurements.

Director of Administration and Finance (DAF) – To be Hired: This position will ensure full understanding of the OCI clauses and OCI Mitigation Plan requirement by the entire field-based team along with commitment to adherence. This position is responsible for day-to-day implementation and compliance of the OCI plan in the *field office*, including executing NDAs (Annex 1) and OCI Briefing Certificates (entry and exit) for the CS Integration Hub Activity Team (Annexes 3 and 4). This position is responsible for maintaining the OCI Mitigation Log (Annex 6) whenever a potential or actual OCI issue occurs, and for coordinating with the US-based Task Order Manager to ensure all CS Integration Hub Activity contract clauses related to OCIs will flow down to our subcontractor(s). This position reports directly to the COP.

CS Integration Hub Activity Task Order Manager (TO-M): This position will ensure day-to-day implementation and compliance of the OCI plan in the *home office*, including executing NDAs (Annex 1) and OCI Briefing Certificates (entry and exit) for all home-office fielded short-term technical assistance (STTA). This position will also serve as a resource for the field office on all OCI issues, ensuring that the DAF is tracking and documenting appropriately. This position is responsible for retaining all OCI Mitigation Plan documentation and maintaining the OCI Mitigation Log (Annex 6) whenever a potential or actual OCI issue occurs, and for coordinating with the Contract Management Services (CMS) department to ensure all CS Integration Hub Activity contract clauses related to OCIs will flow down to our subcontractor(s). This position reports directly to the Director for Peacebuilding and Conflict Mitigation.

FHI 360 Contracting Officer: This position is responsible for maintaining the most current version of this OCI Mitigation Plan, for interpreting this OCI Mitigation Plan, for ensuring that all employees are properly trained concerning OCI matters. Such OCI Mitigation Plan documents will be accessible and made available to the Government upon request. The Contracting Officer will share all signed NDAs with the TOCO and report in a timely manner

all relevant information regarding any actual or potential OCI issues (including any personal conflict of interest or potential business acquisitions) to the TOCO for immediate review and resolution and so that proper mitigation measures can be implemented, if necessary. The contracts function is separate from the operational functions, thereby creating a subjective review and assessment of OCI concerns.

CS Integration Hub Activity Team Personnel: These individuals – who include both FHI 360 and its USAID-approved subcontractors’ staff - are responsible for understanding this OCI Mitigation Plan by executing NDAs (Annex 1) and OCI Briefing Certificates (entry and exit) (Annexes 3 and 4), and for complying with this OCI Mitigation Plan along with their respective employer’s policies and procedures and ethical business practices. Additionally, all home-office fielded STTA personnel shall comply with this Plan. Given the nature of their work, full-time CS Integration Hub Activity personnel shall be prohibited from working on specific bids and proposals that FHI 360 has identified as OCI.

D. Concept of Operations

This OCI Mitigation Plan establishes procedures that will allow the CS Integration Hub Activity team to (1) promptly assess any OCI issues, (2) develop appropriate OCI mitigation measures, (3) coordinate the assessment with the Government, and (4) ensure all affected contract proposals identify proper OCI mitigation if required. The processes set forth below provide a streamlined approach that will enable resource control along with timely review of any OCI issues and application of the appropriate level of OCI measures to mitigate any OCI, yet also allowing for appropriate technical capabilities, on a case-by-case basis, in order for USAID to successfully access FHI 360 expertise for conflict sensitivity integration. FHI 360 will take proactive measures to safeguard USAID’s proprietary information obtained during any CS Integration Hub Activity-provided services and will refrain from using the information for any purpose other than that for which it was furnished.

It is not the intent of this OCI Mitigation Plan to seek waivers to the OCI clause or any provisions of this plan. However, in the event it is in the best interest of the Government to do so, waivers will be properly coordinated and approved by the TOCO and incorporated in a modification to this plan upon approval.

II. OCI PROCESS

The OCI process described in this section will apply to all CS Integration Hub Activity personnel, whether they are FHI 360 employees or employees of USAID TOCO-approved subcontractors under this Task Order contract. The USAID-approved OCI Mitigation Plan will flow down to, and be included as part of, any approved subcontractor. Therefore, all OCI mitigation procedures will fully apply to both FHI 360 employees and subcontractor employees working on the CS Integration Hub Activity. Throughout this document where we refer to “team members” or “personnel”, we are referring to both Contractor (FHI 360) and approved subcontractor staff.

The FHI 360 COP, US-based Task Order Manager, and the home office (HO) program management team in FHI 360's Civil Society and Peacebuilding (CSPB) Department will operate within an organizational and informational firewall to ensure all CS Integration Hub Activity information or data is used and stored properly on FHI 360's SharePoint system. This will mean only certain individuals have access to certain files, and that no one from the FHI 360 HO (apart from the individuals within the firewall) will have access to any specific OCI information. The COP will also ensure all OCI measures are implemented at the contract level and provide continuous OCI compliance monitoring on all awarded subcontracts. The COP and FHI 360 HO project management team will ensure upper-level management shall not receive any information (except required summary financial reports and high-level schedule completion information) or influence in any way the decisions made by the CS Integration Hub Activity Team.

As part of overall project operations, the COP will coordinate the reassignment of personnel during Task Order performance to avoid biased judgment or inadvertent access issues. The COP, in conjunction with each teammate, is required to identify actual or apparent OCIs and how each instance was neutralized, mitigated, or waived; this includes tracking employees who may create an actual and/or potential conflict of interest if reassigned to other corporate business units that are, or may potentially be, involved with OCI-related contracts. The DAF and the TO-M will update the OCI Mitigation Log whenever a potential or actual OCI issue occurs for the field office and home office respectively, elevating urgent issues as required. The COP, as well as CMS, is required to have processes and procedures in place to ensure that employees joining or leaving the CS Integration Hub Activity contract from other FHI 360 business units are not placed in positions which compromise the OCI requirements or create any OCI.

Should the COP and TO-M identify any potential OCI for new teammates added post-award, FHI 360 will disclose the potential OCI to the Government prior to them performing on the contract. Once a FHI 360 or subcontractor employee is identified as being OCI-restricted, the HO Task Order management team will work with the FHI 360 hiring manager to coordinate with the employee's current manager and ensure that the assignment of the employee to the new position will not create an OCI issue. After a period of one year from departure of the CS Integration Hub Activity effort, this restriction will be lifted and the employee will be considered non-OCI-sensitive.

All employees who depart the CS Integration Hub Activity contract are required to have a programmatic debriefing to ensure awareness of any remaining OCI obligations relative to their work on the contract. All debriefings and certifications with regard to continuing non-disclosure obligations will be completed, and the disposition of CS Integration Hub Activity-specific materials (such as badges, access cards, and documents) will be determined at that time. The OCI status of employees who are departing FHI 360 for other employment or retirement must be handled in the same manner as an employee transferring within FHI 360. This process establishes a historical record in the event the employee returns to FHI 360 at some time in the future.

The COP, or designated representative, will conduct an exit interview and will obtain an Exit Briefing Acknowledgement (Annex 4) from all employees authorized to receive any sensitive CS Integration Hub Activity information, prior to their leaving the team. In addition, all personnel who exit the program will have their access to all CS Integration Hub Activity documents removed. The Contracts and Grants Officer will maintain the Exit Interview Acknowledgement forms.

The COP, DAF, and TO-M's principal responsibilities are to:

- Identify any OCI issues on contract proposal requests. They shall work to ensure CS Integration Hub staff do not actively converse with the specific proposal teams where there could be an OCI.
- Develop an appropriate OCI mitigation approach in accordance with this OCI Mitigation Plan.
- Coordinate the proposed OCI mitigation requirements with the USAID TOCO (through the FHI 360 Contract and Grants Officer).
- On a regular basis, monitor effectiveness of OCI controls in use.
- Maintain a list of all activities requiring additional OCI sensitive information controls, if any.
- Investigate any OCI issues or concerns.
- Recommend any additional OCI mitigation measures, when applicable, to resolve specific OCI issues.
- Evaluate whether CS Integration Hub Activity Team members (including approved subcontractor staff) have an actual or potential OCI issue and redirect or reassign work to achieve performance in accordance with the contract.
- Ensure documentation is sufficient to notify the TOCO upon discovery of any real or potential OCI conflict.

A. Identification of OCI Issues

The CS Integration Hub Activity Team recognizes that early identification of potential OCI issues is a primary goal in order to minimize disruption to the project and to accomplish the mitigation or avoidance of any actual and perceived OCI. Upon receipt of requests for technical work issued through the CS Integration Help Desk, or by the Task Order Contracting Officer's Representative (TOCOR), the COP and TO-M shall review the request for any potential OCI issues and mitigate any identified OCI concerns before proceeding with the technical work.

B. Monitoring OCI

OCI monitoring, which consists of identification, mitigation, and compliance, is an ongoing process to continually monitor and resolve any potential OCI. The CS Integration Hub Activity's OCI monitoring process, which is undertaken as a joint effort between the CS Integration Hub Activity's COP, Director of Peacebuilding and Conflict Mitigation, and CMS, allows for a timely response to all contract work requests. While the FHI 360 HO (apart from those within the firewall) will not have access to any OCI-sensitive information generated during this contract performance, the FHI 360 HO will be available for consultation on any OCI issues or matters the CS Integration Hub Activity Team may encounter.

C. Information Control Measures

FHI 360's policy is to proactively seek to identify and mitigate potential or organizational conflicts of interest prior to submitting bids or proposal for Government work. When new work or solicitations containing an OCI clause or provisions are received by FHI 360, a copy of the clause, the SOW and other applicable documents are routed for review to CMS, the General Counsel, and the Chief Compliance Officer. Based on the response received, FHI 360 either confirms that there are no identified OCIs or undertakes to mitigate any potential conflicts.

Pursuant to FHI 360's Organizational Conflict of Interest Under Federal Contracts (OCI) policy (see attachment Policy, POL 02006) the FHI 360 CS Integration Hub Activity team shall implement information barriers as a crucial part of their OCI Mitigation Plan's operations, business, and financial and administrative processes and procedures. The information barrier shall restrict the flow of sensitive and/or confidential information (see a description of the information below) to individuals that may give rise to a potential or actual organizational OCI. The information barrier shall manage any potential conflicts of interests and shall be applied in accordance with applicable laws and regulations, obligations to USAID, subcontractors, and any applicable third parties while also protecting the best interest of FHI 360.

In accordance with the FHI 360 OCI policy, each employee is personally responsible for disclosing the circumstances of a perceived or actual OCI to the Contracting Officer in CMS that is responsible for the project. The Contracting Officer will work with the Chief Compliance Officer and the General Counsel's Office to prepare a disclosure to USAID and to prepare a plan to mitigate any risks. The appropriate steps and actions shall be followed as identified in the FHI 360 OCI policy.

FHI 360's policy and procedures consist of:

- Written, formal project-specific OCI Mitigation Plans
- A defined organizational structure that oversees FHI 360 OCI decisions
- An organizational policy (POL 02006 Organizational Conflicts of Interest under Federal Contracts), and procedures for evaluating and addressing OCI issues as they arise
- Organizational procedures for establishing OCI mitigation that are inherent in the FHI 360 structure, ensuring proper controls on information flow
- Written procedures and staff training for ensuring implementation of this OCI Mitigation Plan
- FHI 360 Ethics and Compliance Hotline

D. Control of Softcopy Documentation

OCI sensitive information documents generated by, or transferred to, the CS Integration Hub Team shall be handled as follows:

- Upon receipt of any softcopy documents, the CS Integration Hub recipient must review the documents for any OCI sensitive information markings.

- If OCI sensitive information markings are present, the documents will be controlled in accordance with FHI 360 and Government storage and safeguarding procedures. The DAF will set up a single SharePoint file with all applicable sensitive and confidential information related to the circumstances that may cause to arise, creates, or exacerbates an OCI. The DAF will be the single administrator who is authorized to provide access to the file to those who have submitted a disclosure stating there are no known circumstances of a perceived or actual OCI.
- FHI 360 will firewall sensitive and proprietary information by restricting access to all CS Integration Hub-related documents that are generated, received, and/or stored from USAID and other interested parties. Only those FHI 360 and subcontractor employees approved and assigned to the CS Integration Hub Activity will have access to the restricted SharePoint folders. CS Integration Hub project folders will only be visible on the accounts of those individuals that have been granted access. The COP with support from the DAF will supervise and monitor this process for the field office and home office respectively. He/she will authorize access to the SharePoint folders and notify the FHI 360 system administrator as appropriate to issue the required login and password information for new users. When appropriate, FHI 360 will restrict access to only relevant sub-folders.
- If softcopy documents are reduced to hardcopy or other formats capable of physical protection, such documentation must be stored and controlled in accordance with FHI 360 and Government storage and safeguarding procedures.
- For those with office access, we will require the physical separation of CS Integration Hub Activity employees with sensitive and confidential information from those that having access to such information would give rise to a perceived or actual OCI.

E. Transfer of OCI Sensitive Information Documentation

Transfer of OCI sensitive information will occur in accordance with the FHI 360 and Government policies and Government program procedures regarding the transfer of documents (both classified and unclassified). Classified materials will be handled and stored in accordance with the appropriate security requirements.

F. Oral Disclosures

Proprietary information that is disclosed orally to CS Integration Hub team members will be protected from unauthorized disclosure and use. CS Integration Hub team members will have signed NDAs that information will not be shared with FHI 360 or subcontractors' home offices or any other third party.

G. Meetings

In meetings conducted or sponsored by the CS Integration Hub Activity, the meeting convener shall be responsible for notifying all meeting attendees prior to the disclosure of any OCI sensitive information. Copies of presentation materials and handouts containing OCI sensitive information shall be distributed to authorized attendees only and shall be controlled in

accordance with any physical control procedures established by the CS Integration Hub Activity team and/or the Government.

H. Nondisclosure Agreements (NDAs)

FHI 360's OCI policy requires signing strict confidentiality (nondisclosure) agreements that prohibit the sharing of any sensitive and/or confidential information with those that would give rise to a perceived or actual OCI without obtaining prior written approval from the General Counsel. All CS Integration Hub Activity Team members (including both FHI 360 and approved subcontractor staff) will be required to execute the NDA and OCI Briefing Certificate (Annexes 1 and 3). In addition, Government NDAs may be required. A copy of all such NDA documents will be retained by the FHI 360 Contracting Officer and shared with the TOCO.

In addition, in accordance with Section H.9 of the Task Order contract, if FHI 360 or approved subcontractor staff working on the CS Integration Hub Activity obtain proprietary information from another organization in performance of their duties under this Task Order, FHI 360 will execute a non-disclosure agreement with the organization that restricts disclosure and use of the proprietary information shared for any purpose other than that for which it was furnished, for as long as the information remains proprietary. These non-disclosure agreements will also be retained by the FHI 360 Contracting Officer and shared with the TOCO.

I. OCI Exit Briefings

All employees who depart the CS Integration Hub Activity are required to be debriefed by the CS Integration Hub Activity DAF or TO-M for the field office and home office, respectively, to ensure awareness of their ongoing obligations relative to their work on the CS Integration Hub Activity contract. This debriefing process will also include TO-M review of FHI 360 employee transfers to ensure any transfers do not present any OCI issues. All debriefings and certifications with regard to continuing nondisclosure obligations will be completed, and the disposition of USAID/CS Integration Hub Activity specific materials, such as badges, access rights and documents, will be determined at that time. All personnel who perform on the CS Integration Hub Activity will execute the OCI Exit Briefing Statement (Annex 4).

J. OCI Awareness Training/ Government Contracting Procurement Integrity Training

FHI 360 will provide a training to all CS Integration Hub Activity personnel program on recognizing, reporting, and managing OCI situations. Staff will receive the OCI training and then certify they know and understand the requirements of this OCI Mitigation Plan. The OCI Briefing Certificate and NDA must be executed upon commencement of performance on the CS Integration Hub Activity. In addition to the OCI training, FHI 360 provides annual training on our Code of Ethics. The CS Integration Hub Activity COP with support from the DAF is responsible for retaining all OCI-related training documentation and information. All CS Integration Hub Activity employees are required to attend both the initial training on OCI requirements and business ethics and annual refresher trainings. The CS Integration Hub

Activity's COP and TO-M for the field office and home office, respectively, will maintain a listing of all employees who have been trained, and this documentation will be available for inspection and audit. Contract personnel will be briefed on the procedures required by this contract before commencement of performance and on an annual basis.

K. Reporting OCI Disclosures

In accordance with the FHI 360 OCI policy, each CS Integration Hub Activity employee (including each subcontractor employee) is personally responsible for immediately disclosing the circumstances of a perceived or actual OCI that they become aware of or observe to the person's immediate supervisor who will then report to the COP or to the TO-M. The TO-M who will then immediately share with the FHI 360 Contracting Officer in CMS that is responsible for the project. Employees may also report OCI by email, phone hotline, or online anonymous registry to the FHI 360 Office of Compliance and Internal Audit's (OCIA) Ethics and Compliance hotline. The Contracting Officer will work with the Chief Compliance Officer and the General Counsel's Office to prepare a disclosure to USAID and to prepare a plan to mitigate any risks. The appropriate steps and actions shall be followed as identified in the FHI 360 OCI policy. All OCI issues or concerns reported will be thoroughly investigated, documented, and coordinated with the USAID Contracting Officer for resolution via the Disclosure of Potential OCI (Annex 5).

L. Monitoring OCI Regularly

The COP and TO-M for the field office and home office, respectively, will work with the CS Integration Hub Team to carefully track any potential OCI instances, even if they are adequately mitigated or neutralized. This includes ongoing monitoring of OCIs that have been disclosed and having new and departing employees (and approved subcontractor employees) sign the entry and exit briefings. The internal OCI Mitigation Log (Annex 6) will be used to track all instances, and the TO-M will submit the updated log to the Contracting Officer whenever such an instance occurs. In addition, the Director for Peacebuilding and Conflict Mitigation will conduct a quarterly review of compliance with the OCI Mitigation Plan.

M. Violations

Any violations of this OCI Mitigation Plan shall be reported to the individual's immediate manager, the COP, the Director for Peacebuilding and Conflict Mitigation, and CMS Contracting Officer who will notify the TOCO. Appropriate administrative and/or disciplinary action up to and including termination shall be taken by the employee's respective employer. In addition, the Office of Federal Procurement Policy Act (41 USC Section 423, Procurement Integrity) states that violations of the Act may subject an employee to criminal liability.

N. Audit

The CS Integration Hub Activity Team recognizes the need for effective compliance measures to ensure OCI mitigation. OCIA will conduct an audit for adherence to this OCI Mitigation Plan. Audit findings will be documented and made available to the USAID TOCO upon request.

III. ANNEX I: CS INTEGRATION HUB ACTIVITY NONDISCLOSURE AGREEMENT

NONDISCLOSURE AGREEMENT

I, _____, an employee of FHI 360, acknowledge that I have been given access to USAID sensitive information to facilitate the performance of duties assigned to me for compensation. I understand it is my responsibility to safeguard sensitive information disclosed to me, and to refrain from disclosure of sensitive information to persons not requiring access for the performance of official duties.

Under the terms of this Agreement, sensitive information is defined to include

- Any information designated as sensitive but unclassified (SBU), including oral communications,
- Any category of information (including, but not limited to, medical, personnel, financial, investigatory, visa, or law enforcement) which, if released, could result in harm or unfair treatment to any individual or group, or could have a negative impact upon individual privacy, federal programs or foreign relations
- Any information whose improper use or disclosure could adversely affect the ability of the Agency to accomplish its mission
- Any information that is considered proprietary
- Information received through privileged sources
- Non-public information that has not been made available to the general public, such as internal documents or other internal communications
- Source selection information related to any Agency procurement action.

I acknowledge receipt of a copy of the Agency Notice of August 15, 2005 (see attachment 2), and agree to comply fully with the guidelines for nondisclosure of information contained therein, on the same basis as USAID employees.

I understand that any breach of this Agreement may result in the termination of my access to sensitive information, which, if such termination effectively negates my ability to perform my assigned duties, may lead to action adverse to me, up to and including termination of my employment on the USAID/CPS/CVP PEACE - Conflict Sensitivity Integration Hub Activity contract. In addition, I understand that the misuse of information requiring protection under the Privacy Act may constitute a violation, or violations, of U.S. criminal law, and that I may be subject to a fine up to USD 5,000.00.

I understand that all sensitive information to which I have access or may obtain access is now, and will remain, the property of, or under the control of, the US Government.

The conditions and obligations imposed on me by this Agreement will remain in effect during the time I am granted access to sensitive information and at all times thereafter.

Witness		Acceptance	
The execution of this Agreement was witnessed by the undersigned.		The undersigned accepted this agreement.	
Signature:	Date:	Signature:	Date:
Print Name:		Print Name:	
Organization Name:		Organization Name:	

IV. ANNEX 2: AGENCY NOTICE OF AUGUST 15, 2005

Office of Origin: GC/A&A

Notice Category: Policy

Date of Announcement: August 15, 2005

Distribution: USAID/General Notice

Improper Disclosure of Information

Because of concerns regarding potential leaks of nonpublic information by USAID employees outside of the Agency or the U.S. Government, this Agency-wide notice seeks to provide a reminder to employees regarding the improper disclosure of nonpublic information. Such knowing disclosure may subject Agency employees to civil and criminal liability. As the rules under the Freedom of Information Act and other governing laws and regulations are complex, please contact the Information and Records Division (M/AS/IRD), GC/LE, or your RLA prior to disclosing any potentially nonpublic information outside the U.S. Government. Rules and Restrictions Governing the Disclosure of Nonpublic Information Both Federal law and regulations prohibit USAID employees from knowingly disclosing nonpublic information to further their own private interest or that of another. Nonpublic information is defined as information an employee obtains by way of his/her Federal employment and that s/he knows or should reasonably know has not been made available to the general public. Nonpublic information includes information routinely exempt from disclosure under the Freedom of Information Act or other applicable statutes (such as the Procurement Integrity Act, the Ethics in Government Act, or the Trade Secrets Act), Executive Orders, or regulations. See 5 CFR 2635.703 at <http://www.gpoaccess.gov/cfr/index.html> for more information. Some examples of documents which may not be disclosed by an Agency employee to non-U.S. Government sources without first obtaining proper clearance from the cognizant individuals or offices (depending on the types of nonpublic information at issue) are as follows: an Agency internal memo from a contracting officer ("CO") regarding a responsibility determination; a legal opinion (in either memo or e-mail form) from GC; documents designated as confidential or protected for reasons of national security; source selection information related to an acquisition or assistance competition or award (discussed separately below); or proposals submitted in response to a competitive solicitation (see FAR 24.202).

Restrictions on Disclosing Source Selection Information Relating to a Contract, Grant, or Cooperative Agreement As it relates to contracts, if in the course of your work, you become privy to any source selection information, then the Procurement Integrity Act prohibits you from knowingly transmitting such information (either verbally, in writing, or through the sharing

of documents) to anyone other than individuals authorized by the CO to obtain such information. Violation of this legal requirement may subject you to civil and criminal liability. Source selection information includes any information prepared for use by USAID for the purpose of evaluating a bid or proposal resulting in a contract award, if that information has not been previously made available to the public. Source selection information includes, but is not limited to, the following: 1) Offerors' technical and cost/price proposals; 2) Identity of offerors; 3) Source selection or acquisition plans (including non-published draft scopes of work, cost estimates, and activity and acquisition planning documents); 4) Technical or cost evaluation documents, including evaluator scoresheets and technical evaluation memos; or 5) Other information marked as "source selection information" based on a case-by-case determination by the CO such that its disclosure would jeopardize the integrity or successful completion of the procurement. Documents containing protected source selection information should contain on each page the marking "Source Selection Information - See FAR 2.101 and 3.104". If you possess unmarked documents that you believe may contain source selection information, then you should consult with the CO immediately, and in any event, prior to the transmission of such documents to an unauthorized individual, either inside or outside of the Agency. In the assistance context, the general rule about disclosure of nonpublic information as described in the section above applies. Therefore, for example, USAID employees who become privy to source selection information relating to grant or cooperative agreement awards may not disclose such information pursuant to 5 CFR 2635.703. Failure to comply with this requirement may subject you to civil and criminal penalties.

Despite the general prohibitions on disclosure of source selection information mentioned above, the Agency may not withhold any information pursuant to a proper request from the Congress, another Federal agency, the Comptroller General, or an Inspector General of a Federal agency, except as otherwise authorized by law or regulation. Please refer any questions to the Office of General Counsel or your designated RLA with any questions. Program officers are to refer Congressional requests for source selection information to the cognizant contracting or agreement officer. Any release containing source selection information must clearly identify the information as such and notify the recipient that the disclosure of the information is restricted by the Procurement Integrity Act, the Trade Secrets Act, the Privacy Act, or other applicable statute. Precautions to Take Due to the On-Site Presence of Institutional Support Contractors The Agency obtains the services of institutional support contractors ("institutional contractors") to perform services that are or may be performed elsewhere in the Agency by direct-hire staff. As USAID continues to rely upon these institutional contractors to perform important duties to assist the Agency in accomplishing its mission, USAID employees must understand the potential risks that stem from the collocation of USAID employees and institutional contractor personnel. USAID employees (including direct-hire, FSN, personal services contractors) must take certain precautionary steps when interacting with institutional contractors. USAID employees must ensure that they do not disclose to institutional contractors (without a "need to know" basis - see below) sensitive and nonpublic Agency information, including: (1) proprietary contractor information (see FAR 9.505-4); (2) classified information; (3) programming, planning, and budgeting information; (4)

unsolicited proposal information; (5) internal agency communications; (6) source selection information; or (7) information likely to create an unfair competitive advantage. Therefore, prior to sharing sensitive and nonpublic information via memo, e-mail, or during a meeting or conversation, USAID employees should take precautions to ensure that recipients of such information are not institutional contractors. An exception to the general rule against sharing nonpublic information is where a USAID employee determines that the information is being shared with an institutional contractor on a "need to know" basis and that the disclosure is in compliance with the various restrictions on disclosing Government information. USAID employees disclosing sensitive information to an institutional contractor should properly document their files, identifying by name the institutional contractor employee along with a description of what information was shared and the reasons for doing so. Additionally, the disclosing Agency employee should ask the institutional contractor to execute a non-disclosure certificate to include in the Agency employee's files. Prior to any meeting or conference call during which sensitive and nonpublic information may likely be shared (particularly when such information may give the incumbent contractor an unfair competitive advantage by including its employees in meetings to discuss recompeting the support contract or activity planning), USAID employees should ask institutional contractor employees to identify themselves to avoid any improper disclosure.

Point of Contact: S. Jun Jin, GC/A&A, (202) 712-0916, sjin@usaid.gov

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V. ANNEX 3 – OCI BRIEFING CERTIFICATE

OCI BRIEFING STATEMENT

I have been provided with a copy of the CS Integration Hub Activity OCI Mitigation Plan. Execution of this OCI Briefing Statement and Nondisclosure Agreement is mandatory for all full-time CS Integration Hub employees. Specific questions regarding OCI and the details of this OCI Mitigation Plan should be referred to the CS Integration Hub COP or the FHI 360 Contracting Officer. If I become aware of a potential OCI, I must ensure that it is brought to the attention of the CS Integration Hub Activity COP, Director of Administration and Finance, or FHI 360 Contracting Officer, or report it via the FHI 360 Ethics and Compliance hotline. This is a continuing responsibility. In order to protect the interests of other contractors performing on Government contracts which have provided proprietary and sensitive information to the CS Integration Hub Activity Team, and to protect the future business interests of other companies with capabilities for performing on Program-related business, an OCI Mitigation Plan has been implemented and the effectiveness of our efforts under the USAID/CPS/CVP PEACE - CS Integration Hub Activity contract and the future business interests of CS Integration Hub team members are dependent on strict compliance by all CS Integration Hub employees with the provisions of this OCI Mitigation Plan.

I hereby acknowledge that I have read and will comply with the OCI Mitigation Plan and this OCI Briefing Certificate and Nondisclosure Agreement Statement. The Office of Federal Procurement Policy Act (41 USC Section 423, Procurement Integrity) states that violation of the Act may subject an employee to criminal liability.

FULL NAME: _____ COMPANY: _____

DATE: _____

EMPLOYEE SIGNATURE: _____

Initial Training _____ Refresher Training _____

Return to FHI 360 Contracting Officer

VI. ANNEX 4 – EXIT BRIEFING STATEMENT

I acknowledge and have been reminded that, as agreed upon by having signed the CS Integration Hub Activity OCI Briefing Statement and Nondisclosure Agreement, I agree not to use, publish, or otherwise disclose, either during or subsequent to my employment, any CS Integration Hub Activity OCI sensitive information to which I have had access. I hereby certify that on or before this date, I have surrendered all CS Integration Hub Activity OCI sensitive information. I recognize that my obligations under the CS Integration Hub Activity OCI Briefing Statement and Nondisclosure Agreement do not expire as a result of leaving employment with the CS Integration Hub Activity.

Employee’s current position and duties

Employee’s location

Employee’s Name

Employee’s Signature

Signature and Title of Exit Briefer

Acknowledged of Employment Restriction

VIII. ANNEX 6: POTENTIAL OCI MITIGATION LOG

Date of Potential OCI Activity	Description of Potential OCI Activity	Risk Level (Low, Med, High)	Mitigation Action(s) Taken (please include names of personnel involved)	Other Comments

*This log is an internal document that will be submitted to CMS at the end of each month.