

Intelligence Advanced Research Projects Activity's (IARPA) Approach to Managing Organizational Conflicts of Interest (OCI)

This document provides insight into the definitions, guidance, and implementing details for how the Intelligence Advanced Research Projects Activity (IARPA) is managing Organizational Conflict of Interest (OCI). This guidance is consistent with the acquisition authorities of the National Security Act of 1947, as amended, Federal Acquisition Regulation (FAR) parts 9.5, 35, and 37, and other Office of the Director of National Intelligence (ODNI) governing instructions and regulations.

DEFINITIONS

The following definitions provide context to several terms used below in the Guidelines section of this document.

1. **Organizational Conflict of Interest (OCI):** OCI means that because of activities or relationships with other persons or organizations, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
2. **Organization:** Any entity capable of delivering a product or service to IARPA, pursuant to a contract, grant, or other award / funding instrument. This definition includes, but is not limited to, sole proprietors, independent contractors, industrial contractors, FFRDCs, UARCs, academic institutions and non-profit organizations.
3. **Research & Development (R&D) Performer:** An individual or organization that provides research and development services or products to IARPA. R&D Performers may be provisioned via procurement contracts, grants, Other Transactions (OTs), cooperative agreements, or other award or funding instruments. R&D Performers are characterized by, and/or subject to, the following:
 - a. Deliver research products or services to IARPA;
 - b. Submit research proposals in response to IARPA research solicitations;
 - c. Acquisition instrument includes a statement of work specifying the research services to be performed and/or products to be delivered as well as the technical engagement with the Government through the course of the program;
 - d. Does NOT receive unfettered access to privileged Government information, facilities, networks, accounts, shared drives, and Sharepoint sites leveraged by IARPA;
 - e. Does NOT participate in internal government programmatic, financial or acquisition aspects of program; and
 - f. Does NOT (generally) have access to another organization's proprietary information.
4. **Scientific, Engineering and Technical Assistance (SETA) Contractor:** SETA Contractors perform a combination of activities related to the development of technical information to support various IARPA acquisition processes. Examples of SETA activities include, but are not limited to, supporting IARPA acquisition efforts by assisting with the following:
 - a. Deriving requirements;
 - b. Performing technology assessments;
 - c. Developing acquisition strategies;
 - d. Conducting risk assessments;
 - e. Developing cost estimates;
 - f. Determining specifications;
 - g. Evaluating contractor performance and conducting independent verification and validation;
 - h. Directing other contractors' (other than subcontractors) operations;

- i. Developing test requirements and evaluating test data; and
- j. Developing work statements.

IARPA SETA Contractors have unfettered access to privileged Government information, facilities, networks, accounts, shared drives, SharePoint sites, etc. as well as access to proprietary information after signing an appropriate Non-Disclosure Agreement (NDA).

5. Test and Evaluation (T&E) Team Member: An individual or organization that provides test and evaluation services to IARPA programs. A T&E Team Member is characterized by the following:

- a. Provides T&E services and delivers T&E results to IARPA;
- b. Acquisition instrument includes a statement of work specifying the T&E services to be performed and/or products to be delivered as well as the technical engagement with the Government through the course of the program;
- c. Does NOT receive unfettered access to privileged Government information, facilities, networks, accounts, shared drives, and SharePoint sites leveraged by IARPA;
- d. May assist the Government with programmatic or acquisition aspects of program, particularly related to T&E activities of individual programs; and
- e. May have access to another organization's proprietary information.

6. Technical Consultant: An individual that provides narrowly focused technical support to IARPA. Technical Consultants, unlike SETA Contractors, generally focus on a specific, narrow technical area on which to provide guidance. Technical Consultants may be provisioned via existing SETA contracts as subcontractors or under discrete contract vehicles. Unlike SETA Contractor personnel, Technical Consultants do not have unfettered access to privileged Government information, facilities, networks, accounts, shared drives, and SharePoint sites leveraged by IARPA.

THE GUIDELINES

1. An organization may not simultaneously serve IARPA as both a SETA Contractor and an R&D Performer or T&E Team Member. More specifically, if an organization provides SETA support to IARPA in any capacity (to include support to senior staff, front office, research offices, or programs), the organization is not eligible to work as an R&D Performer or T&E Team Member on any IARPA program or seedling effort. This guideline applies to all organizations providing SETA support to IARPA regardless of their status as either a prime contractor or subcontractor (at any level/tier).

- a. An organization must decide whether to be a SETA Contractor, with access to privileged Government information, or an R&D Performer or T&E Team Member. Once an organization decides to be a SETA Contractor, it may seek future SETA contracts from IARPA but it cannot be an R&D Performer or T&E Team Member on any IARPA program or seedling effort. Similarly, once an organization decides to be an R&D Performer or T&E Team Member on any IARPA program or seedling effort, it may not seek any SETA contracts from IARPA.
- b. IARPA may allow an organization to change its role from SETA Contractor to R&D Performer or T&E Team Member (and vice versa). The Government will consider each such request on a case-by-case basis. Once IARPA allows an organization to change its role from SETA Contractor to R&D Performer or T&E Team Member, the organization can no longer compete for any SETA contracts. Similarly, once IARPA allows an organization to change its role from R&D Performer or T&E Team Member to SETA Contractor, the organization can no longer compete for any R&D or T&E contracts. IARPA may limit future role changes by an organization that has already changed its role once.

2. An organization with an employee serving as a Technical Consultant on a specific program

cannot compete for work as an R&D Performer or T&E Team Member on that program (and possibly on follow-on programs tied to the particular matter to which the Technical Consultant is providing consultation services). However, because a Technical Consultant does not have unfettered access to privileged Government information, facilities, networks, accounts, shared drives, and SharePoint sites leveraged by IARPA, the Technical Consultant's organization may be eligible to perform as an R&D Performer or T&E Team Member on other IARPA programs. Such participation is subject to a determination that the organization's employee's performance as a Technical Consultant did not give the organization access to Government or proprietary information that would give it an unfair competitive advantage with respect to the IARPA program in which it seeks to compete.

- a. Individuals serving as consultants to organizations supporting IARPA in developing a program prior to the program's launch or supporting preliminary studies in advance of an IARPA program are eligible to serve as members of a T&E team for that program.

3. Federally Funded Research and Development Centers (FFRDCs) and University Affiliated Research Centers (UARCs) have unique access, as trusted Government agents, beyond that typically afforded to commercial and academic organizations. This unique access exposes FFRDC and UARC personnel to Government-sensitive and/or supplier-proprietary data, as well as to Government employees, installations, equipment, and real property. As a result, FFRDCs and UARCs are precluded from competing with the private sector under an IARPA solicitation. IARPA may award contracts to FFRDCs and UARCs if the work is (1) not otherwise available from the private sector, and (2) aligned with the FFRDC /UARC mission as chartered by their sponsoring agency.

4. Individuals who are currently employed by an FFRDC or UARC are prohibited from proposing or serving as members of an R&D Performer team to an IARPA solicitation.

- a. Individuals serving as consultants to FFRDCs or UARCs in support of an individual IARPA or other agency program but are not employees of the FFRDC or UARC are eligible to compete for work on other IARPA programs as a member of an R&D Performer team or T&E team, subject to a determination that the individual's performance as a consultant to the FFRDC or UARC did not give him/her access to Government source selection information or proprietary information, or that he/she otherwise does not have access to Government source selection information or proprietary information, that would give him/her an unfair competitive advantage with respect to the IARPA programs in which he/she seeks to compete.

5. Individuals who in the 12-month period prior to the issue date of an IARPA solicitation have had access to IARPA-sensitive and/or privileged Government information or have had access through an FFRDC/UARC or the Federal Government to information not available to the private sector (*e.g.*, as a consultant to an FFRDC/UARC or as a former FFRDC/UARC employee) may be eligible to compete as part of a proposal team on the solicitation if their access did not include information related to the solicitation and relevant to source selection or proprietary data of a potential competitor that is related to the focus area of the solicitation. The offeror must seek a determination of whether an individual is eligible to compete as part of a proposal team through an OCI notification submitted in accordance with the requirements set forth in the Implementation section below.

6. A T&E Team Member on a specific IARPA program cannot compete for work as an R&D Performer on that program (and possibly on follow-on programs tied to the particular matter for which they are providing consultation services). However, the T&E Team Member may be eligible to compete for work as an R&D Performer on other IARPA programs subject to a determination that its performance as a T&E Team Member did not give it access to Government source selection

information or proprietary information, or that it otherwise does not have access to Government source selection information or proprietary information, that would give it an unfair competitive advantage with respect to the IARPA programs in which it seeks to compete.

7. The Government reserves the right to grant exceptions to these guidelines in unique circumstances, but any exception will be (1) on a case-by-case basis, (2) will comply with the principle of a fair competitive process, and (3) will be in the best interest of the Government. Such exceptions will be subject to a stringent review process and will not be routinely granted.

IMPLEMENTATION

1. IARPA incorporates an OCI clause in all of its solicitations. This clause embodies the principles set forth above and requires offerors to either:
 - a. Certify that neither they, nor any of their subcontractor teammates, have any potential conflicts of interest, real or perceived; or
 - b. Include in their proposal a notification of a possible OCI.
2. It is incumbent on an offeror that is submitting a notification of a possible OCI to fully document any real or perceived potential OCI situation, and to make a clear and cogent argument explaining why it believes that no actual OCI exists or the Government should grant a waiver. At a minimum, this notification should:
 - a. Fully disclose all facts relevant to the existence of the potential conflict of interest;
 - b. Provide an OCI mitigation plan; and
 - c. Identify any relevant contract numbers under which the potentially conflicting activity is being or has been performed.
3. OCI notifications must be submitted through the prime contractor, regardless of whether the notification addresses a potential OCI for the prime or one of its subcontractors.
4. It is expected that an offeror's notification will address the above requirements and any other requirements that may be set forth in a particular IARPA solicitation. Offerors are cautioned that the Government's determination by the Government of whether an OCI exists and to waive any OCI may be based solely on their initial submission. Failure of an offeror to reasonably address notification requirements in its initial submission may result in summary denial of any required OCI waiver.
5. If after full consideration of the circumstances the Government determines an OCI waiver is necessary but denies the waiver, any proposal submitted by the offeror, that includes the conflicted entity, will be withdrawn from consideration for award.