

**ORGANIZATIONAL CONFLICT OF INTEREST (OCI)  
MITIGATION PLAN FOR PARTICIPATION WITH THE GULF OF MEXICO  
COASTAL OCEAN OBSERVING SYSTEM REGIONAL ASSOCIATION (GCOOS-RA)**

**Name:** \_\_\_\_\_ **Company:** \_\_\_\_\_

1. I acknowledge I have agreed to support the Integrated Ocean Observing System (IOOS) by working with the Gulf of Mexico Coastal Ocean Observing System Regional Association (GCOOS-RA) in the following capacity: \_\_\_\_\_  
\_\_\_\_\_
2. I acknowledge that I have read, understand and will comply with the terms and conditions set forth in CAR-1352.209-71 (Organizational Conflicts of Interest) and CAR 1352.209-72 (Restriction Against Disclosure) attached to this agreement.
3. I understand that my obligation to preserve the confidentiality of Sensitive Government Acquisition or Budget Information and/or Proprietary Information acquired in the course of my involvement in this capacity does not end upon my termination with this support. This OCI Mitigation Plan is in effect from the date of signature until twelve (12) months after completion of my participation.
4. If, at any time during my participation, I witness or am party to any activity that might result in a conflict of interest, I will immediately report the circumstances to the GCOOS-RA.
5. For the purposes of this Agreement, the undersigned participant shall consider him/herself as the Contractor and the GCOOS-RA as the Contracting Officer or Contracting Officer's Technical Representative that are referred to in the following CAR and FAR clauses.
6. For the purposes of this Agreement, CAR means "Commerce Acquisition Regulation" and FAR means "Federal Acquisition Regulation".

**CAR-1352.209-71 Organizational Conflicts of Interest (March 2000)**

- (a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- (b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions, which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- (c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.
- (d) The Contractor further agrees to insert provisions, which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

**CAR 1352.209-72 Restriction Against Disclosure (March 2000)**

The Contractor agrees, in the performance of this contract, to keep the information furnished by the Government and designated by the Contracting Officer or Contracting Officer's Technical Representative in the strictest confidence. The Contractor also agrees not to publish or otherwise

divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement.

The Contractor agrees that it will not disclose any information described in subsection a) to any person or individuals unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

---

*Signature*

---

*Date*

**THIS PAGE INTENTIONALLY LEFT BLANK**