ATTACHMENT 2 TO COOPERATIVE AGREEMENT:

ORGANIZATIONAL CONFLICT OF INTEREST MITIGATION PLAN

This Plan is designed to ensure that the selection and prioritization of projects and grant awards relating to the ISS NL occurs through fact-based, impartial processes.

I. Identification of Potential Organizational Conflicts of Interest

The following may have a potential financial or other interest in entities which stand to benefit from the activities of the ISS NL, thus creating the potential for an organizational conflict of interest (“OCI”).

A. **Space Florida.** Space Florida sponsored the organization of CASIS as a 501(c)(3) entity, and three members of Space Florida comprise the Interim Board of CASIS until the replacement Initial Board is elected. Space Florida is an Independent Special District of the State of Florida, created to foster the development of the space industry in Florida. Thus, Space Florida may have a potential interest in Florida-based entities that might benefit from use of the ISS NL. In addition, Space Florida has agreed to provide $1.25 million for the benefit of CASIS, as well as space in the Space Life Sciences Lab facility. As a result, the three Interim Board members may have, or appear to have, conflicts of interest.

B. **Board of Directors.** CASIS may have Board members who are affiliated with entities that seek to use the ISS NL, receive grant funding from CASIS, or otherwise have a financial interest in a user of the ISS NL. As a result of these affiliations, Board members may have, or appear to have, conflicts of interest.

C. **Science and Other Collegiums.** CASIS shall identify respected members of the scientific and other communities with expertise in all relevant scientific and other disciplines to serve as a “Science Collegium” and other Collegiums. Among other things, members of the Collegiums will be eligible to serve as members of Project Selection Panel (“PSPs”) that will have the responsibility for making recommendations to the Executive Director regarding selection and prioritization. Collegium members may be affiliated with entities that seek to use the ISS NL, receive grant funding from CASIS, or otherwise have a financial interest in a user of the ISS NL. As a result of these affiliations, Collegium members may have, or appear to have, conflicts of interest.

D. **CASIS Subcontractors.** CASIS may have subcontractors that may have an organizational conflict because of the subcontractors’ use of the ISS NL, receipt of grant funding from CASIS, or financial interest in a user of the ISS NL or CASIS grant recipient. In particular, CASIS may hire a subcontractor to provide needed technical or scientific expertise to a PSP or in support of the preparation of a grant solicitation.
E. **CASIS Staff and Donors.** CASIS may have staff or donors who are affiliated with entities that seek to use the ISS NL, receive grant funding from CASIS, or otherwise have a financial interest in a user of the ISS NL. As a result of these affiliations, CASIS staff or donors may have, or appear to have, conflicts of interest.

II. **Mitigation of Potential OCIs**

In order to address the potential conflicts of interests noted above and to prevent the appearance of impropriety in its selection and prioritization decision making, CASIS will implement the following OCI mitigation measures.

A. **Exercise of Subjective Judgment.** The principal areas in which CASIS will exercise subjective judgment in connection with the Cooperative Agreement are the preparation of grant solicitations and the selection and prioritization of research projects and grant awards related to the ISS NL.

B. **Preventing Potential Bias in Preparation of Grant Solicitations.** CASIS staff personnel may be involved in the process of preparing grant solicitations. In order to mitigate the potential for any potential bias or other conflict of interest, the CASIS Director of Administration will ensure that any staff personnel involved in such drafting are free of any potential conflicts of interest. Before participating in any such preparation, CASIS staff must disclose, in writing, all affiliations with any entities that might have an interest in the grant solicitation and all other potential conflicts of interest. CASIS staff must also supplement this disclosure as changes in actual or potential conflicts occur. If such a conflict or potential conflict exists, the CASIS Director of Administration will firewall the individual from any involvement in the drafting process and forbid the individual from communicating with CASIS staff personnel or subcontractors involved in drafting the grant solicitation.

CASIS may need to hire a subcontractor to provide technical or scientific expertise in drafting grant solicitations. In such situations, the Director of Administration shall guard against potential conflicts of interest by ensuring that: (1) the subcontractor has not sought, and agrees in writing that it will not seek, to receive grant funding from CASIS, or otherwise does not have an interest in any entity seeking grant funding; and (2) the subcontractor personnel comply with section 4.28 (Preventing Personal Conflicts of Interest) of the Cooperative Agreement.

C. **Limiting Subjective Judgment Regarding Selection and Prioritization.** Only the PSPs and the Chief Scientist will have the authority to make selection and prioritization recommendations concerning the use of the ISS NL or award of CASIS grants. Only the Executive Director will have the authority to make selection and prioritization decisions concerning the use of the ISS NL or the award of CASIS grants. Board members will not be permitted to make any such recommendations or decisions.
D. Selection of Project Selection Panel Members Free of Potential Conflicts. In
general, PSPs will be composed of Science Collegium and/or other Collegium
members. All PSP members will disclose, in writing, all affiliations with other
entities and all potential conflicts of interest prior to involvement in a PSP, and
when changes occur.

When decisions concerning selection or prioritization of payloads for a flight to the
ISS NL or decisions concerning grant funding are to be made, CASIS staff (under
the direction of the CASIS Executive Director) will select appropriate individuals
to serve on a PSP through a process that includes screening for potential OCIs. At
the outset of a PSP selection, CASIS staff will evaluate the disclosed conflicts of
interest of potential PSP members and will ensure that a conflicted individual will
not be selected to serve as a member of a PSP. This PSP screening would apply to
all PSP members regardless of an individual’s status within CASIS, affiliation with
a member, or affiliation with a donor. CASIS Board members will not be eligible
to serve on a PSP. All PSP members will comply with section 4.28 (Preventing
Personal Conflicts of Interest) of the Cooperative Agreement. In the event that
CASIS is unable to identify a PSP member with the necessary expertise who is free
of an OCI, the potential PSP member will remain eligible to serve if (1) a firewall
exists between that person and the conflicted entity, and (2) CASIS follows the
recusal procedures in the following paragraph.

In the event that a PSP is convened, and it comes to light during the activities of the
PSP that a PSP member has an organizational conflict of interest, the member will
be recused from considering the proposal from the member’s affiliated
organization. The recused member shall not (1) evaluate the proposal from the
affiliated organization; (2) participate in any PSP discussions or communications
about said proposal concerning evaluation or prioritization; (3) participate in
project review of said proposal; or (4) participate in PSP discussions or
communications where any other conflict involving said proposal has been
identified.

If CASIS determines that a PSP member has perceived or actual organizational or
personal conflicts that were known by the individual and undisclosed, the PSP
member shall immediately be dismissed from all PSPs and the Science or other
Collegiums, and shall not participate in any future CASIS selection or prioritization
recommendations.

E. Executive Director, Chief Scientist, and CASIS Staff. As the CASIS personnel
with principal responsibility for recommendations and decisions concerning
selection and prioritization, the CASIS Executive Director and Chief Scientist
shall be free of any potential conflicts. The Executive Director and Chief
Scientist of CASIS shall not be affiliated with entities that seek to use the ISS
NL, receive grant funding from CASIS, or otherwise have a financial interest in a
user of the ISS NL, and shall annually sign a certification to that effect.
CASIS staff personnel may also play a more limited role in the PSP process, principally by preparing information for consideration by the PSP, Chief Scientist, and Executive Director, and in taking steps to assist in convening a PSP. Before participating in any such PSP-related activities, CASIS staff must disclose, in writing, all affiliations with entities that seek to use the ISS NL, receive grant funding from CASIS, or otherwise have a financial interest in a user of the ISS NL, and all other potential conflicts of interest. If such a conflict or potential conflict exists, the individual shall be firewall from any involvement in PSP-related activities, and (1) shall have no role in such activities, and (2) shall be forbidden from seeking to communicate with CASIS staff personnel or subcontractors involved in the selection or prioritization process.

F. Firewall to Prevent Improper Influence. Non-public information involving the selection process or prioritization decisions will be “firewalled” within CASIS and the PSP members. The CASIS Director of Administration will be charged with protecting all non-public information involving selection and prioritization to ensure that no individual or organization will have an improper influence on, or provide improper information to, PSP members, the Executive Director, the Chief Scientist, or subcontractors providing support to the PSP. The Director of Administration also shall take steps to ensure that PSP members do not have access to records of the specific amounts given by any donors or CASIS members whose projects or applications may be under consideration by the PSP. The PSP members, Executive Director, Chief Scientist, and subcontractors providing support to the PSP will be instructed that they should not consider any information in making selection or prioritization recommendations or decisions other than the criteria specified by CASIS.

PSP members and subcontractors providing support to the PSP will be required to sign confidentiality agreements in which they will agree not to disclose or discuss any information regarding the selection process with non-PSP members. This strict firewall shall prevent any persons and entities that might have an interest in the ISS NL, such as CASIS members or donors, from influencing the process and, thus, should preclude a conflict from occurring. If CASIS determines that a PSP member has disclosed or discussed such information regarding selection or prioritization with non-PSP members, the member shall immediately be dismissed from all PSPs and the Science or other Collegiums, and shall not participate in any future CASIS selection or prioritization recommendations.

Additionally, the firewall will ensure that CASIS employees, officers, Directors, subcontractors, and others are prohibited from discussing confidential investigator or project information pertaining to selection and prioritization with members of the PSP, the Executive Director, the Chief Scientist, and subcontractors providing support to the PSP or attempting to improperly influence them. CASIS Directors and officers will be required to review the OCI policy, and sign an OCI agreement. All CASIS employees will receive training regarding the OCI policy and will be required to sign an OCI agreement.
G. Contracting For PSP Expertise. CASIS will use its best efforts to staff PSPs with Science and other Collegium members who have expertise in all the required scientific and other disciplines to permit informed decisions. Where necessary, however, CASIS may hire a subcontractor to provide additional technical, scientific, or other expertise, and to assist in the development and/or convening of a PSP. In all such situations, the Director of Administration shall ensure (1) that the subcontractor does not seek to use the ISS NL, receive grant funding from CASIS, or otherwise have a financial interest in a user of the ISS NL; (2) that the panel members selected by the subcontractor are not affiliated with entities that seek to use the ISS NL, receive grant funding from CASIS, or otherwise have a financial interest in a user of the ISS NL; and (3) that the panel members selected by the subcontractor comply with section 4.28 (Preventing Personal Conflicts of Interest) of the Cooperative Agreement.

In the event that a CASIS subcontractor has an OCI, CASIS may use that subcontractor if CASIS ensures that (1) all PSP-related activities are performed by a lower tier subcontractor that is free from conflict, and (2) there is a firewall between the subcontractors regarding information about the PSP activities.

H. Space Florida Transition. Once NASA announced that it intended to award CASIS the Cooperative Agreement, the Interim Board (consisting of three Space Florida personnel) hired new management to replace all Space Florida personnel as the officers and management of CASIS. As of July 27, 2011, no Space Florida personnel serve as officers or management of CASIS.

The three Space Florida personnel on the Interim Board of CASIS will relinquish their positions as Board members as soon as the new Initial Board is elected (unless any of them are selected as Board members through the Board election process).

Before the new Initial Board is in place, the three members of the Interim Board will not make any decisions regarding the ISS NL, including decisions concerning selection or prioritization or decisions concerning the drafting of grant solicitations.

I. No Royalties. In accordance with NASA’s interpretation of Section 504 of Public Law 111-267, CASIS will not take any financial interest in any ISS NL beneficiary or the results of their on-orbit activities, through a royalty arrangement.
III. Administrative Provisions

A. Reporting. The CASIS Director of Administration will report any OCIs to the Board in writing at its regular meetings. Each report shall include (1) a description of the conflict, and (2) the method by which the conflict was resolved.

B. Revisions. The CASIS Director of Administration will review the OCI Mitigation Plan at least annually to address specific OCIs and to determine if there are new or unaddressed OCIs. Any revisions must be approved by the NASA CATO and incorporated into the Cooperative Agreement.

C. Business Intake. The CASIS Director of Administration will be responsible for screening new opportunities and contracts for actual and potential OCIs. Upon identifying an OCI, steps will be taken, under direction of the Executive Director, to ensure that the member, contractor, or other entity is subject to the OCI mitigation plan.

D. Flow Down. When the possibility of an OCI exists, CASIS will ensure that OCI prevention and mitigation requirements flow down to affected subcontractors at any tier. Subcontractors will be required to analyze and identify any potential OCIs and deliver a plan to resolve such conflicts to CASIS. CASIS will seek to avoid entering into agreements with subcontractors at any tier with potential or actual conflicts of interest.

E. Training. All CASIS personnel are required to participate in a training program on the objectives, elements, and importance of the OCI Mitigation Plan. All new personnel shall be trained on the requirements of the Plan within two weeks of employment and every year thereafter. Personnel will receive training materials and be required to sign a statement confirming their understanding of the responsibilities and restrictions they assume under the Plan. This form will be kept in each employee’s personnel file. All employees will also be required to participate in an exit interview and sign an exit interview acknowledgement.

F. Organizational and Employee Sanctions. Employees will be informed that any OCI policy violation may result in termination, and Board members will be informed that any OCI policy violation may be cause for removal. CASIS members who violate the OCI policy or engage in any improper attempt to influence the PSP, the Chief Scientist, or the Executive Director, may have their membership agreement terminated. Subcontractors may be terminated based on any violation of the OCI policy or any improper attempt to influence the PSP, the Chief Scientist, the Executive Director, or the drafting of a grant solicitation.

G. Self-Audits. CASIS will conduct an annual audit verifying adherence to the OCI Mitigation Plan. The Director of Administration shall ensure that such audit is conducted by an independent organization. Audit team members will review records, interview program personnel, examine physical controls, review employee
inputs, and take other steps as deemed necessary. CASIS will require all employees to affirm annually their compliance with the OCI policy and mitigation plan. Audit findings will be documented, and a report provided to the CASIS Board of Directors and made available to the CATO upon request. Upon completion of the annual audit, a certification of compliance will be signed annually, for as long as the Plan is in existence, by the CASIS Director of Administration.

H. Records. CASIS will maintain records relating to this OCI Mitigation Plan for review by NASA upon request. These records will include the following:

1. CASIS Reports of OCIs
2. All contracts and subcontracts with OCI provisions
3. Records reflecting employee training and certifications
4. Any sanctions or other actions taken with respect to employees, contractors or others as a result of OCI violations
5. The results of all self-audits
6. All OCI certifications
IV. Acknowledgement of Organizational Conflict of Interest Mitigation Plan

I, the undersigned, acknowledge that I have received, read and understand the CASIS Organizational Conflict of Interest Mitigation Plan.

_________________________________________________________________________
Signature

_________________________________________________________________________
Printed Name

_________________________________________________________________________
Date

_________________________________________________________________________
Company Name (if applicable)