

# CODE OF BUSINESS ETHICS AND CONDUCT



## CODE OF BUSINESS ETHICS & CONDUCT APPLICABILITY

The Code described in this document applies to the leadership and personnel of the partnership established under FAR 9.601(1) (herein after “Team VISTA CTA”), and to our suppliers, and all our business activities. We have incorporated this Code in our contracts and with individual consultants whom we engage to perform services for the DiPSS customers. We strongly expect all personnel and suppliers to comply with this Code and will enforce its execution. Our culture and business ethics described in this code are the most important aspects of long-term success.

## GUIDING PRINCIPLES OF TEAM VISTA CTA

Team VISTA CTA builds its success upon our commitment to our core values, Figure 1, and effective, proactive leadership. A cornerstone of Team VISTA CTA’s success is the high degree of professionalism and integrity-demonstrated everyday by our personnel. Clear guidelines regarding how we approach important issues and decisions that arise are provided as we do our utmost to deliver the best service to our clients while maintaining a quality work environment for our Personnel. This Code of Business Ethics and Conduct (“Code”) is the key source for that guidance.

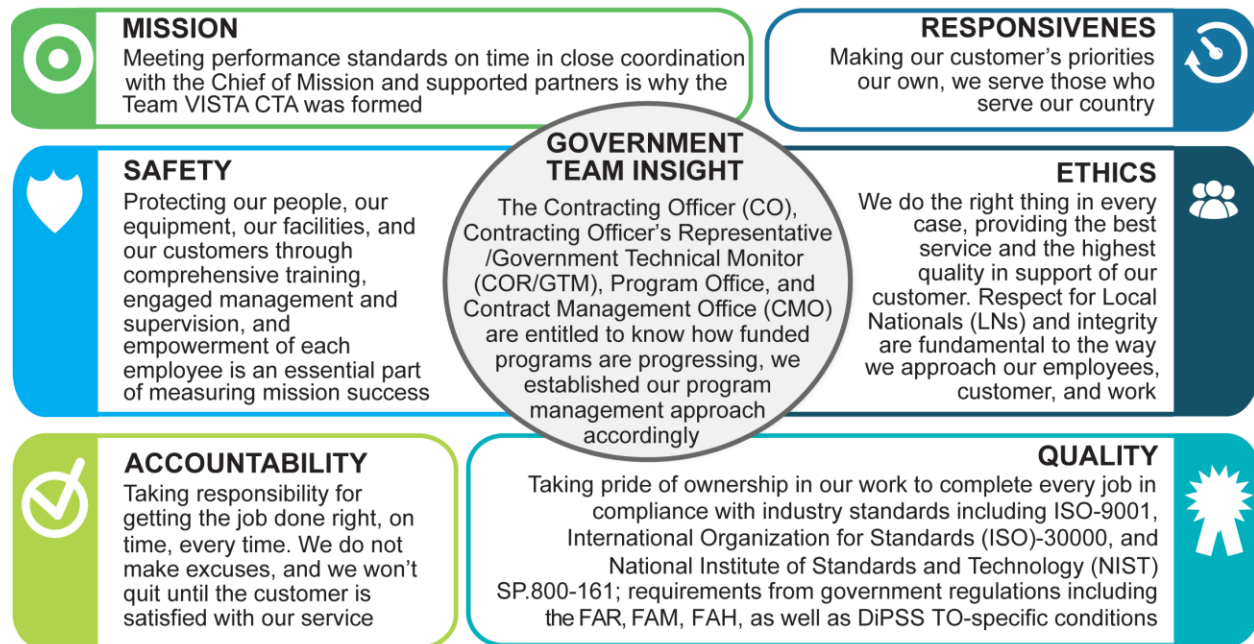


FIGURE 1: TEAM VISTA CTA'S CORE VALUES.

The objective of our Code is to provide information on the expectations and processes that guide our business behavior on a variety of issues. We made every effort to be sure that the code is clear, practical, and consistent. However, no document can address every situation. So, we encourage all Team VISTA CTA personnel to raise questions to their supervisors or other appropriate person(s) in the event that something is unclear.

Team VISTA CTA is committed to living up to the expectations and guidelines in this Code from our leadership to the newest employee.

## RESPONSIBILITY & ACCOUNTABILITY

Responsibility for Team VISTA CTA's commitment to integrity rests with all personnel, from the most senior officers of the Team VISTA CTA to every employee, from the prime to the subcontractor or consultant. We expect everyone to:

- Adhere to the highest standards of ethical business conduct,
- Know and comply with this Code and our other corporate policies and procedures,
- Maintain a work environment that encourages open and honest communication regarding ethics and business conduct issues and concerns,
- Avoid placing, or seeming to place, pressure that could cause deviation from acceptable ethical behavior,
- Seek advice and guidance when unsure of a specific action, and
- Report suspected violations of this Code.

Personnel who violate this Code are subject to disciplinary action up to and including termination of employment. Violations may also result in civil or criminal penalties. A CTA or supplier employee who witnesses a violation and fails to report it is subject to disciplinary action. A manager is subject to disciplinary action to the extent that a violation reflects inadequate oversight.

Retaliation against personnel who report what they believe in good faith is a violation of this Code or any law or regulation applicable to Team VISTA CTA, who assist another in making such a report, or who cooperate with an investigation of any such violation is strictly prohibited and will result in disciplinary action up to and including termination of employment.

## ETHICAL CONDUCT

Team VISTA CTA aspires to conduct its business in accordance with uncompromising ethical standards and in full compliance with all laws and regulations. As government contractors, Team VISTA CTA has a special role as a steward of public resources. In the course of conducting transactions, integrity must underlie all business relationships. Team VISTA CTA expects everyone to adhere to high ethical standards, promote ethical behavior and be honest and forthright in dealings with one another, as well as with customers, business partners and the public. Our personnel must not engage in conduct or activity that may raise questions as to the partnership's honesty, impartiality, or reputation or otherwise cause embarrassment to Team VISTA CTA. Every action should be judged by considering whether it is legal, fair to all concerned, in the best interests of our stockholders, personnel and customers and able to withstand public scrutiny.

## BUSINESS PRACTICES

### COMPLIANCE WITH LAWS AND REGULATIONS

Team VISTA CTA and its personnel must obey all applicable laws and regulations that affect the business. Some of the more common laws and regulations are discussed in this Code. Although Team VISTA CTA does not expect you to be an expert in legal matters, it holds all personnel responsible for being familiar with the laws governing your areas of responsibility. If you have a question concerning the application of any law or regulation to a contemplated action, it is your responsibility to seek guidance.

### PERFORMANCE OF ACQUISITION FUNCTIONS

To ensure no misunderstanding of what constitutes an acquisition function, the following is extracted from the Federal Acquisition Regulation (FAR). Personnel of the CTA involved in any of these functions are considered performing an acquisition function.

- Planning acquisitions.
- Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- Evaluating contract proposals.
- Awarding Government contracts.
- Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
- Terminating contracts.
- Determining whether contract costs are reasonable, allocable, and allowable.
- “Covered employee” means an individual who performs an acquisition function closely associated with inherently governmental functions and is—
  - An employee of the contractor; or
  - A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

### PROCUREMENT INTEGRITY

During the conduct of any procurement, Team VISTA CTA must not solicit or accept from any source any proprietary or source selection information regarding that procurement.

Procurement integrity begins with the development, preparation, and issuance of a solicitation and concludes with award of a contract, a contract modification or extension. As used herein, proprietary information includes information contained in a bid or proposal, cost or pricing data, and any information submitted to DOS by a contractor and properly designated as proprietary. Source selection information includes such information as listings of offerors and prices, listings of bidders prior to bid opening, source selection plans, technical evaluations of proposals, competitive range determinations, rankings (except for sealed bidding), source selection board reports and evaluations, source selection advisory board recommendations, and other information determined by the head of the agency or contracting officer to be information that could jeopardize the integrity or successful completion of the procurement if disclosed.

### **TRUTH IN NEGOTIATIONS ACT (TINA)**

Team VISTA CTA must comply fully with TINA in the conduct of its U.S. Government business. The purpose of TINA is to give DOS an effective means of negotiating a fair and reasonable price. TINA requires disclosure of cost or pricing data and certification that such data are accurate, complete, and current. Personnel involved in negotiating Government contracts and subcontracts must ensure that all cost and pricing data, communications and representations of fact are accurate, complete, current and truthful.

### **AVOID PERSONAL CONFLICTS OF INTEREST**

All Team Vista CTA personnel have the legal duty to carry out his or her responsibilities with the utmost good faith and loyalty to the CTA. A “personal conflict of interest” occurs when your own interests (for example, financial gain, career development, or reputation advantage), or those of your immediate family, interfere in any way or even appear to interfere with Team VISTA CTA’s legitimate business interests or your ability to make objective and fair decisions when performing your job. Immediate family members include your spouse or former spouse; parents, step-parents, and grandparents (of both you and your spouse); children, stepchildren, and grandchildren (of you and your spouse) and their spouses; siblings and their spouses; and any others living in your household. In order to avoid potential conflicts of interest, you should avoid any activity that could reasonably be expected to put them in a conflict situation.

Although not every situation contrary to this policy can be listed here, the following situations are prohibited:

- Competing against Team VISTA CTA with another DiPSS contractor.
- Serving as a consultant to or as a director, trustee, officer or personnel of a company, organization or government agency that competes or deals with or is a supplier or supplier to or customer of Team VISTA CTA.
- Holding a significant financial interest (other than ownership of stock of a publicly held company where the amount owned is both less than 1% of the stock outstanding and worth less than \$50,000) in a company doing business with or competing with Team

VISTA CTA if you are in a position to influence Team VISTA CTA's business transactions with that company.

- Accepting gifts, gratuities or entertainment from any customer, competitor or supplier or supplier of goods or services to Team VISTA CTA, except to the extent they are lawful, consistent with marketplace practices, infrequent and nominal in amount (less than \$50) and are not in cash or offered in consideration for an improper action or in a manner that could hurt Team VISTA CTA's reputation for impartiality and fair dealing.
- Using for personal gain any business opportunities that are identified through your position with Team VISTA CTA.
- Using Team VISTA CTA or government property, information or position for personal gain.
- Having a personal interest or potential for gain in any transaction (excluding commissions or bonuses payable in accordance with a Team VISTA CTA-approved compensation plan or agreement).
- Maintaining employment or any other relationship with another organization, or engaging in any other business or activity, which adversely affects your job performance at Team VISTA CTA.
- Placing Team VISTA CTA business or recommending that Team VISTA CTA business is placed with a firm owned or controlled by an employee or his or her immediate family (as defined above).

If you are in doubt whether a situation or certain activity constitutes a conflict of interest, it is your responsibility to seek guidance.

## **RECOGNIZE ORGANIZATIONAL CONFLICTS OF INTEREST**

An "organizational conflict of interest" occurs when, because of Team VISTA CTA's other activities or relationships with other persons, Team VISTA CTA is unable or potentially unable to render impartial assistance or advice to DOS, Team VISTA CTA's objectivity in performing the contract work is or might be otherwise impaired, or Team VISTA CTA has an unfair competitive advantage.

For example, an organizational conflict of interest may result when the nature of work performed by Team VISTA CTA on one contract (such as developing a specification) creates an actual or potential conflict of interest on a future procurement or task order opportunity. It is the responsibility of all personnel to recognize and report to their supervisors any activities or relationships that might create an organizational conflict of interest so that Team VISTA CTA PMO can take appropriate actions to avoid any such organizational conflict.

## **FALSE CLAIMS AND FALSE STATEMENTS**

Knowingly making a false claim or false statement to DOS is a violation of law and can subject both Team VISTA CTA and individual Personnel to civil and criminal sanctions including fines,

suspension, debarment, and prison sentences. All personnel are required to ensure that all claims and statements submitted to DOS are truthful and not misleading. In addition, the highest standard of honorable and ethical conduct shall be observed in all relationships with Team VISTA CTA's competitors. The advancement of Team VISTA CTA's business interests through the dissemination of unverified information or other unfair actions intended to damage competitors is prohibited, as are any other dishonorable activities.

### **COMMISSIONS AND OTHER CONTINGENT FEES**

Team VISTA CTA shall not employ or retain any person or agency to solicit or obtain any U.S. or Foreign Government contract for Team VISTA CTA upon an agreement or understanding for a commission or other contingent fee, except for Personnel or established commercial agencies that neither exert nor propose to exert improper influence to solicit or obtain Government contracts nor hold themselves out as being able to obtain any Government contract through improper influence. No personnel shall enter into an agreement to pay a commission or other fee contingent upon award of a Government contract without first obtaining the Managing Director's permission to do so.

### **PROVIDING GIFTS AND OTHER GRATUITIES**

Business courtesies such as gifts, entertainment, services or favors should not be offered to any government personnel or representative. When dealing with non-government personnel in connection with government contracts or subcontracts, similar restrictions apply. It is a crime to offer, provide, solicit or accept anything of value either in return for favorable consideration on a government contract or subcontract or because of an official act performed or to be performed. Business courtesies offered to commercial, nongovernment customers must demonstrate good business judgment, must be consistent with marketplace practices, infrequent, nominal in amount (less than \$50) and legal, and must not be in cash or offered in a manner that could hurt Team VISTA CTA's reputation for impartiality and fair dealing. When in doubt regarding the appropriateness of a business courtesy, seek guidance, and always err on the side of caution.

### **DEALINGS WITH SUPPLIERS, SUPPLIERS AND BUSINESS PARTNERS**

Integrity and fair dealing are core components of our business practices. All partners and suppliers should be treated fairly and uniformly in accordance with Team VISTA CTA's established purchasing policies and procedures. Personnel must not engage in any activity prohibited under anti-trust laws, including boycotting, price-fixing, refusal to deal, price discrimination or disparate treatment of suppliers and suppliers. Paying bribes, accepting kickbacks, and obtaining or using third-party insider information in dealings with suppliers, suppliers and business partners are expressly prohibited and will not be tolerated.

## **AVOIDANCE OF RESTRICTIONS ON TRADE**

All personnel are expected to conduct themselves and Team VISTA CTA's business in such a manner as to be in compliance with federal and state antitrust laws that prohibit monopolies and agreements that unreasonably restrain trade. Team VISTA CTA will not enter into a subcontract or teaming agreement that unreasonably restricts sales by the other party directly to the U.S. government of items made or supplied by the other party and will not otherwise act to restrict unreasonably the ability of any other party to sell directly to the U.S. government. Conversely, Team VISTA CTA will not enter into agreements where, as a subcontractor or teaming partner, we are subject to any unreasonable restriction to sell our products or services directly to the U.S. government.

Finally, Team VISTA CTA must independently develop its pricing on all bids and proposals for government contracts and subcontracts without any consultation, communication, or agreement with any other competing offeror, and Team VISTA CTA shall not disclose its prices to any other competitor before bid opening or contract award.

## **INSIDER TRADING**

Persons who possess material, non-public information concerning Team VISTA CTA partners or that of our suppliers, or competitors may not trade in our partner's securities or those of such suppliers, business partners, or competitors nor reveal the information to anyone (or provide trading "tips" based upon such information) until the information has been effectively disclosed to the public. These prohibitions are based on federal securities laws, and, as used in those laws, "material" information is information that a reasonable investor likely would consider important in deciding to purchase or sell a security and that could affect the price of the security.

## **INTERNATIONAL BUSINESS PRACTICES**

It is always important that Personnel conducting international business know and abide by the laws of the United States and the countries that are involved in such business activities or transactions. These laws govern the conduct of Team VISTA CTA's personnel throughout the world. If you participate in these business activities, you should know, understand and strictly comply with these laws and regulations, including those relating to export controls, anti-bribery and anti-boycotts discussed below. If you are not familiar with these laws and regulations, seek guidance prior to negotiating any transaction involving a foreign country or entity.

## **EXPORT CONTROLS**

These are specific laws and regulations to be followed when exporting materials, equipment, weapons, (International Traffic in Arms Regulations, ITAR) technology, data, software, information, and services ("items"). These laws and regulations apply not only to exports of such items outside the United States but also to "deemed exports" within the United States when export controlled items are disclosed to foreign nationals in the United States, including to personnel of Team VISTA CTA or its suppliers who are not U.S. nationals. Prior to transferring any

item outside of the United States or to a foreign company or national within the United States, it is the responsibility of all personnel to ensure that all relevant export laws and regulations are followed. This responsibility includes verifying (according to Team VISTA CTA's export procedures) that the correct license is used on any export declaration or other document required for export. If you have any doubt about exports, it is your responsibility to seek guidance.

### **FOREIGN CORRUPT PRACTICES ACT (FCPA)**

The FCPA is intended to prevent bribery of foreign officials by representatives of U.S. companies for the purpose of securing a business advantage. FCPA prohibits the payment or offering of anything of value directly or indirectly to a foreign government official, political party, party official or candidate for the purpose of influencing an official act of the person or DOS in order to obtain such an advantage.

It is the responsibility of all personnel involved in international business activities to become familiar with the requirements of the FCPA and to seek guidance prior to engaging the services of any foreign consultant or marketing representative or making any offer or payments that might be in violation of the FCPA.

### **RESTRICTIVE TRADES/BOYCOTTS**

A request to participate in any activity that could have the effect of promoting a boycott or restrictive trade practice fostered by a foreign country against customers or suppliers located in a country friendly to the United States or against a U.S. person, firm or corporation may be a violation of law and must be reported promptly to your immediate supervisor.

## **INTERNAL OPERATIONS**

### **LOBBYING ACTIVITIES**

Team VISTA CTA is prohibited from using federal funds to pay persons, such as lobbyists or consultants, to influence or attempt to influence executive or legislative decision-making in connection with the award or modification of any Government contract. No personnel may hire such a lobbyist or consultant without the VISTA Technology Services, Inc. President's prior written authorization.

### **PROTECTION OF INTELLECTUAL PROPERTY & CONFIDENTIAL INFORMATION**

All personnel must safeguard Team VISTA CTA's trade secrets and confidential information and to refuse any improper access to trade secrets and confidential information of any other company or entity, including our competitors. Team VISTA CTA's proprietary information must not be discussed with others within the partnership, except on a strict need-to-know basis.

If there is a need to disclose trade secrets or confidential information to any person outside Team VISTA CTA, such disclosure must be done only in conjunction with an enforceable non-disclosure agreement. Similarly, Team VISTA CTA's rights in its technology and products must be protected by use of appropriate agreements whenever such technology and/or products are used, transferred or disclosed. For the purposes hereof, "confidential information" also includes information relating to CTA or supplier employees and other persons or entities that Team VISTA CTA is obligated by law or agreement to maintain in confidence.

### **CLASSIFIED INFORMATION**

All national security classified information must be handled and safeguarded in strict compliance with U.S. Government-mandated procedures including but not limited to the NISPOM (DOD 55220.22-M).

### **COMPANY RECORDS**

The use, expenditure and disposal of Team VISTA CTA's resources must be documented as required by Company procedures. Documents and other records must be maintained in accordance with the applicable requirements of law, contracts and Company policies and shall not be used for personal gain or benefit. No personnel or anyone acting on Team VISTA CTA's behalf shall take any action to circumvent Team VISTA CTA's system of internal controls or provide misleading information in our documents and records.

### **GOVERNMENT FURNISHED PROPERTY**

Government-furnished property shall be used, maintained, accounted for and disposed of in accordance with the applicable contract requirements and government regulations. No Team VISTA CTA personnel is to take any Government-furnished property home (to dorm, tent, hotel, etc.).

### **USE OF SOFTWARE**

Personnel shall use all software only in accordance with the terms of Team VISTA CTA's license agreements or other contracts under which the software is supplied. Licensed software may not be copied or provided to any third party unless authorized under the applicable license agreement.

### **PROTECTION & USE OF TEAM VISTA CTA ASSETS**

All Personnel are responsible for the protection and appropriate use of corporate assets, which include physical assets as well as intellectual property and confidential information. Personnel may occasionally use company computers to send and receive personal e-mail and company telephones to make or receive personal, local telephone calls - so long as such activity does not interfere with Team VISTA CTA's business and adheres to Team VISTA CTA's policies for appropriate communication. Team VISTA CTA reserves the right to access, review, delete,

disclose or use any personnel personal communications and other material stored in company computers or telephones, and thus you should not have any expectation of privacy with respect to such communications and material.

## PERSONNEL PRACTICES

### **HIRING OF GOVERNMENT & FORMER GOVERNMENT PERSONNEL**

Special concerns apply to hiring or retaining a government or former government employee as an employee or consultant of Team VISTA CTA. In addition, there are special constraints regarding any communication concerning possible employment of government Personnel who are designated as “procurement officials.” Team VISTA CTA personnel shall not conduct any discussions regarding, or make any offer of, future employment to any government personnel without first clearing such action with the President and CEO of VISTA Technology Services, Inc. and legal counsel.

### **COMBATING TRAFFICKING IN PERSONS**

The federal Government has adopted a zero-tolerance policy regarding its contractors and their Personnel who engage in or support severe forms of trafficking in persons, procurement of any sex act on account of which anything of value is given or received by any person or use of forced labor. No Company personnel shall violate this policy.

### **EQUAL OPPORTUNITY**

Team VISTA CTA’s policy on equal employment opportunity prohibits discrimination based on race, color, religion, national origin, sex, age, physical or mental disability or veteran or any other status or classification protected by applicable federal, state or local law. Our equal employment opportunity policy applies to all terms and conditions of employment, including recruiting, hiring, transfers, promotions, terminations, compensation, and benefits.

### **ANTI-DISCRIMINATION & ANTI HARASSMENT**

Team VISTA CTA is committed to maintaining a work environment free from all forms of discrimination and harassment. In keeping with this commitment, Team VISTA CTA does not tolerate discrimination or harassment by anyone, including a supervisor, co-worker, supplier, consultant, visitor or customer of Team VISTA CTA. Harassment consists of unwelcome conduct, whether verbal, physical or visual, that is based upon a person’s protected status, such as race, color, religion, national origin, sex, age or physical or mental disability. All Personnel are responsible for helping assure that we avoid harassment in the workplace and immediately reporting any harassment experienced or witnessed.

### **DRUG-FREE WORK PLACE**

Our policy is to provide a working environment free of the problems associated with the use and abuse of controlled substances or alcohol. The distribution, dispensing, possession or use of illegal drugs or other controlled substances, except for approved medical purposes, at any office or worksite where our personnel are engaged in work-related activities is strictly prohibited. In no event should anyone be under the influence of alcohol, illegal drugs or controlled substances (other than controlled substances approved for medical purposes) while present at any such office or site.

### **TIMEKEEPING POLICY**

All personnel must record accurately his or her time daily in accordance with Team VISTA CTA's established timekeeping policies and procedures. All personnel are expected to read, fully understand, and follow those policies and procedures. In reporting your time electronically, you are certifying that your time is being charged in accordance with those policies and procedures. Improperly shifting cost from one contract to another, improperly charging labor or materials and falsifying timecards are strictly prohibited. If you have any questions or doubts regarding how to charge time or record costs, it is your responsibility to seek guidance.

## **ADMINISTRATION & INTERPRETATION**

Team VISTA CTA's Compliance Officer will administer this Code. All questions relating to this Code and Team VISTA CTA's business practices in general should be directed to the Compliance Officer.

### **OBTAINING MORE INFORMATION**

All personnel are expected to know and comply with this Code and Team VISTA CTA's other policies and procedures. If you have questions about this Code or concerns regarding compliance, you have a duty to seek guidance. You should address such questions or concerns to their immediate supervisors or to the Compliance Officer. Personnel who wish to seek guidance anonymously should feel free to use Team VISTA CTA's address at [compliance@dipssgo.com](mailto:compliance@dipssgo.com) for reporting violations. **Include a phone number.**

## **OBLIGATIONS OF PERSONNEL TO REPORT VIOLATIONS**

Any partner or supplier employee having knowledge of any activity that is or may be in violation of this Code or any law or regulation applicable to Team VISTA CTA's business to report such activity. Team VISTA CTA personnel should make such reports to their immediate supervisors or to the Compliance Officer.

Team VISTA CTA's policy is that there will be no retaliation against anyone who reports what they believe in good faith to be a violation of this Code or any law or regulation applicable to Team VISTA CTA or who assist others in making any such report.

Persons reporting potential violations should be aware that, while a Team VISTA CTA representative receiving a report of a suspected violation will take steps to keep such report

confidential, the need to investigate and correct any impropriety may require disclosure of the matter reported.

## INVESTIGATION OF MISCONDUCT

Team VISTA CTA reserves the right to use any lawful method of investigation that it deems necessary to determine whether any person has engaged in conduct that in its view interferes with or adversely affects its business. You are expected to cooperate fully with any investigation of any violation of law, Team VISTA CTA's policies and procedures or this Code.

## WAIVER OF THIS CODE

If you believe that a waiver of this Code is necessary or appropriate, including, but not limited, to any potential or actual conflict of interest, a request for a waiver and the reasons for the request must be submitted to the Compliance Officer for a decision by the VISTA Technology Services, Inc. President. Any waiver of this Code for officers and directors may be made only by the Team VISTA CTA's Advisory Board.

## INCORPORATION BY REFERENCE FAR 52.203-13

The FAR clause 52.203-13 is hereby incorporated into this Code of Ethics

### **Contractor Code of Business Ethics and Conduct (Oct 2015)**

(a) Definitions. As used in this clause—

“Agent” means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

“Full cooperation”—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require—

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from—

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

“United States,” means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall—

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, [5 U.S.C. Section 552](#), without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR [2.101](#). The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall—

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title [18 U.S.C.](#) or a violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Government wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5.5 million and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

## AMENDMENT OF THIS CODE

This Code may only be amended by Team VISTA CTA's Advisory Board.