

**Last Updated: September 26, 2019**



## NASA Advisory Implementing Instruction NAI 1050-3B

Original Effective Date: December 21, 2016

Last Updated: September 26, 2019

# NASA Partnerships Guide

## Responsible Office:

**Partnership Office, Headquarters Mission Support Directorate**

.....

Note: This guide is intended to explain NASA agreement practice and provide implementing assistance to those involved in formulating and executing partnership agreements. It does not set new policy or procedural requirements. All references to such requirements contained in NASA Policy Directives (NPDs), NASA Procedural Requirements (NPRs), NASA Advisory Implementing Instructions (NAIs), or other guidance should be verified by reviewing the cited authority directly.

.....

For NASA official use only. This document is uncontrolled when printed. Check the NASA Online Directives Information System (NODIS) library to make sure that this is the current version before use. See NPD 1050.1, Authority to Enter into Space Act Agreements, NAI 1050-3, NASA Partnerships Guide, available at: <http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPD&c=1050&s=1>



# Table of Contents

<b>I. Overview</b>	<b>1</b>
A. Introduction and Purpose	1
B. Partnership Strategic Goals and Objectives	2
1. Utilizing Partnerships in Support of NASA's Strategic Goals and Objectives	2
2. Expanding Human Knowledge	2
3. Advancing U.S. Competitiveness	3
4. Encouraging Mutually Beneficial Cooperation with Other Nations	4
5. Disseminating the Results of NASA's Activities to Educate and Inspire	5
6. Facilitating Efficient Use and Management of Agency Infrastructure and Capabilities	5
C. Organizational Roles and Responsibilities	6
1. NASA Acquisition Strategy Council	6
2. Headquarters Stakeholder Offices	6
3. NASA Centers	8
4. External (Non-NASA) Stakeholders	8
D. Types of Partnerships	9
1. Reimbursable	9
2. Nonreimbursable	9
3. Other Forms of Partnership Agreements	9
4. Equipment Loans	10
5. Real Property Out-grants	10
6. Commercializing NASA Technology	13
<b>II. Considerations for Partnerships</b>	<b>15</b>
A. General Considerations for all Partnerships	15
1. Fairness, Transparency, and the Use of Competitive Procedures	15
2. Funding	19
3. Pricing	21
4. Competition with the Private Sector	23
5. Conflicts of Interest	24
6. Partnerships Benefitting Foreign Commercial Entities	24
7. Intellectual Property — Data Rights and Inventions	25
8. National Environmental Policy Act and Other Environmental Considerations	26
9. Export Control	27
10. Foreign National Access Management	27
11. NASA Transition Authorization Act of 2017	28
12. Term of Agreements	29
13. Agreement Administration	29
B. Topic-specific Considerations	31
1. NASA Aircraft, Airfield, and Airspace Operations	31
2. Communications, Cobranding, and Public Engagement Activities	33
3. Education Activities	39
<b>III. Guidance on Partnering</b>	<b>43</b>
A. Summary Table of Agreement Types/Legal Authorities Available for Partnerships	43
B. Providing Reimbursable Services	44
1. To Domestic Nongovernmental Partners	44
2. To Federal, State, and Local Government Partners	44
3. To Foreign Partners	46
4. Via Cooperative Research and Development Agreements	48
5. Via Commercial Space Launch Act Agreements	49

C. Nonreimbursable Activities . . . . .	50
1. With Domestic Nongovernmental Partners . . . . .	50
2. With Federal, State, and Local Government Partners . . . . .	51
3. With Foreign Partners . . . . .	52
D. Providing Use of NASA Property and Equipment . . . . .	54
1. Loaning NASA Property . . . . .	54
2. Using NASA Real Property . . . . .	55
3. Excessing NASA Property . . . . .	56
E. Commercializing NASA Technology . . . . .	56
<b>IV. Processes for Proposing, Implementing, and Managing Partnerships . . . . .</b>	<b>59</b>
A. Agency-Level Processes and Procedures . . . . .	59
1. Overview . . . . .	59
2. NASA Agreement Manager Role . . . . .	59
3. Performing Due Diligence Regarding Prospective Partners . . . . .	60
4. Headquarters Abstract Review Process . . . . .	61
5. RESERVED . . . . .	64
6. Notice of Significant Partnership Action. . . . .	64
7. Agreement Close-out Process for Other Than Fully Reimbursable Agreements . . . . .	65
8. Agreements to be Performed by NASA's Jet Propulsion Laboratory . . . . .	65
9. Agreements for Classified Activities . . . . .	66
10. Umbrella Agreements . . . . .	67
B. Center-Level Processes/Procedures . . . . .	68
1. Ames Research Center . . . . .	68
2. Armstrong Flight Research Center . . . . .	73
3. Glenn Research Center . . . . .	74
4. Goddard Space Flight Center . . . . .	74
5. Headquarters . . . . .	75
6. Jet Propulsion Laboratory . . . . .	75
7. Johnson Space Center . . . . .	75
8. Kennedy Space Center . . . . .	76
9. Langley Research Center . . . . .	77
10. Marshall Space Flight Center . . . . .	79
11. Stennis Space Center . . . . .	81
<b>V. Partnerships Tools and Resources . . . . .</b>	<b>83</b>
A. System Tools . . . . .	83
1. Partnership Agreement Maker . . . . .	83
2. System for International External Relations Agreements . . . . .	83
3. Systems Applications & Products . . . . .	83
B. NASA Partnerships Community of Practice Forum . . . . .	85
C. Interagency Partnerships Liaison Team Forum . . . . .	85
D. Agency Partnerships Offices Roundtable Forum . . . . .	86
E. Web Sites . . . . .	86
<b>VI. Acronyms; Referenced Policy and Procedural Documents; and Appendices . . . . .</b>	<b>87</b>
A. Acronyms . . . . .	87
B. Referenced Policy and Procedural Guidance Documents . . . . .	89
C. Appendices . . . . .	91
1. Sample Notice of Availability (NOA) . . . . .	91
2. Sample Request for Information (RFI) . . . . .	96
3. Policy and Operational Framework for Partnerships Benefitting Foreign Commercial Entities. . . . .	98
4. Sample Notification of Significant Partnership Action (NOSPA) . . . . .	102
5. General Guidelines for Pricing Reimbursable Agreements . . . . .	103

Change Log			
Change	Date	Section Number	Description/Comments
A	9-27-2017	II.A, General Considerations for all Partnerships	<p>Subsection 1, Fairness, Transparency, and the use of Competitive Procedures updated to provided additional guidance</p> <p>Subsection 2, Funding, changed to address the Estimated Price Report (EPR) FAQ in the main text of the section, and revise the phrasing/punctuation to clarify the requirement for EPRs.</p> <p>Subsection 3, Pricing, changed to revise the phrasing/punctuation to clarify the requirement for EPRs.</p> <p>New subsection 11, NASA Transition Authorization Act of 2017, added to address the new procedural requirements for Space Act Agreements imposed by the NTAA.</p> <p>New subsection 12, Term of Agreements, added to address the term (period of performance) of agreements.</p>
		IV.A.4, Headquarters Abstract Review Process	<p>Clarified that the abstract review process applies to amendments expanding the scope of existing agreements and Letters of Intent.</p> <p>Added “Exclusive or Essentially Exclusive Arrangements” as a new mandatory abstract submission criterion in response to the new procedural requirements imposed by the NTAA.</p> <p>Added “Proposed Cooperative Research and Development Agreements (CRADAs)” as a new mandatory criterion, pursuant to NPD 1050-2, Authority to Enter into [CRADAs], and NAI 1050-2, [CRADA] Program Information Package.</p> <p>Clarified that new Annexes not previously vetted under an Umbrella agreement do not qualify for the exception for “renewals, exceptions, or minor in-scope amendments of existing agreements...”</p>
		IV.A.8, Agreements to be Performed by NASA’s Jet Propulsion Laboratory	Clarified that JPL-related agreements are executed and managed in accordance with applicable Agency policies and procedures and Headquarters review requirements.
		V.E, Web Sites	Revised information for the two public “NASA Partnerships” Web sites that were consolidated into one.
		VI, Acronyms; Referenced Policy and Procedural Documents; and Appendices	Defined “NTAA” (NASA Transition Authorization Act of 2017)
B	9-26-2019	I.C.1, NASA Acquisition Strategy Council	Described the role and responsibilities of the Acquisition Strategy Council, which was established in place of the retired Partnership Council via a NASA Executive Council decision on 10/16/2018
		I.C.2.a, Headquarters Stakeholder Offices	Updated the reference from “NASA Partnership Council” to “NASA Acquisition Strategy Council”
		I.D.5, Real Property Out-grants	Pricing terminology change from “overhead costs” to “indirect costs”
		II.A.1.c, Tools for Communicating Available NASA Resources and Opportunities, Including NASA Technology	Corrected formatting issue regarding redundant text
		II.A.2, Funding	Incorporated clarifications from Agency OCFO Policy Office
		II.A.3, Pricing	Incorporated additional general guideline information pertaining to pricing of reimbursable agreements, pursuant to a 6/28/2019 Acquisition Strategy Council decision. Incorporated clarifications from Agency OCFO Policy Office
		II.A.6, Partnerships Benefitting Foreign Commercial Entities	Updated the reference from “NASA Partnership Council” to “NASA Acquisition Strategy Council”
		II.A.12, Term of Agreements	Added a sentence stating that, for Annexes under umbrella agreements, the term of the Annex may not extend past the end date of the umbrella agreement under which it is issued
		II.A.13, Agreement Administration	Added new section to address effective agreement administration and best practices
		III.A, Summary Table of Agreement Types/Legal Authorities Available for Partnerships	Corrected legal authority citations for certain international agreements
		III.B.3, Providing Reimbursable Services to Foreign Partners	Revised text to clarify the agreement formulation timeline and coordination protocols for processing such agreements
		III.C.3, Nonreimbursable Activities with Foreign Partners	Revised text to clarify the agreement formulation timeline and coordination protocols for processing such agreements

	IV.A.2, NASA Agreement Manager Role	Clarified the NASA Agreement Manager's role in the administration of partnership agreements
	IV.A.4, Headquarters Abstract Review Process	Incorporated a new mandatory abstract submission criterion for proposed reimbursable agreements that are priced at less than full cost, pursuant to a 6/28/2019 Acquisition Strategy Council decision. Incorporated a new "generally not required" criterion for short duration workshops/conferences hosted by NASA Centers. Clarified that the "generally not required" criterion for wind tunnel test services for U.S. industry is only for fully reimbursable agreements. Clarified the mandatory criterion relating to foreign entity involvement. Added footnote regarding need for OIIR review of all interagency agreements pursuant to NPD 1050.1
	IV.A.5, Partnership Council Early Awareness and Vetting	Deleted section in its entirety as this was not carried over as a function of the successor Acquisition Strategy Council; section now marked "RE-SERVED" to preserve section numbering continuity
	IV.A.6, Notice of Significant Partnership Action	Deleted reference to procedures addressed in Section IV.A.5, which is deleted in its entirety, and updated a reference to the now-retired Partnership Council
	IV.A.9, Agreements for Classified Activities	Added text cautioning not to include ANY information in PAM (e.g., dummy records to facilitate funding receipts under reimbursable activities) pertaining to classified activities
	IV.A.10, Umbrella Agreements	Added text stating that all annexes issued under a UA must cite a legal authority or authorities based on the legal authority or authorities cited in the UA. Added sentence stating that the term of an Annex may not extend past the end date of the umbrella agreement under which it is issued
	V.A, System Tools	Updated description of the Partnership Agreement Maker (PAM) training modules available via SATERN
	V.C, Interagency Partnerships Liaison Team Forum	Corrected name of forum by adding the word "Team"
	V.D, Agency Partnerships Offices Roundtable Forum	Corrected name of forum by changing "Office" to "Offices"
	V.E, Web Sites	Deleted reference to Partnership Council Web site. Added reference to Acquisition Strategy Council Web site.
	VI, Acronyms	Added acronym for ASC (Acquisition Strategy Council) and APOR (Agency Partnerships Offices Roundtable). Changed "Kennedy Space Center's" to "Kennedy Space Center." Corrected "IPL" definition
	VI.C, Appendices	Added Appendix 5, "General Guidelines for Pricing Reimbursable Agreements," as referenced in guide section II.A.3, Pricing



# NASA Partnerships Guide

## I. Overview

### A. Introduction and Purpose

In support of its mission, NASA regularly partners with industry; academia and nonprofits; government agencies at the federal, state, and local levels; and international entities. NASA's external partnerships function is a key component of the Agency's operating model.

This guide is intended as a plain language reference resource for NASA researchers, engineers, scientists, and other NASA personnel to use when contemplating external partnership opportunities. The guide does not set new policy or supersede existing Agency partnership guidance. Rather, it references and integrates existing policy and procedural guidance to create a comprehensive how-to resource based upon the objectives of the partnership being contemplated.

The term partnership has various meanings throughout NASA depending on the context. For purposes of this guide, all references to partnerships mean activities with external entities done under the Other Transactions Authority (OTA) section of the National Aeronautics and Space Act (the Space Act) or under other specific partnering authorities, such as the Commercial Space Launch Act (CSLA). It does not include intra-NASA activities such as Center-to-Center or Headquarters-Center arrangements. Nor does it include procurement (contracting) activities, which must by law be conducted via procurement procedures as spelled out in the Federal Acquisition Regulation (FAR), NASA FAR Supplement, and other Federal and Agency procurement guidance. NASA does not acquire goods and services for the direct benefit of the Government through OTA partnership mechanisms. Finally, it does not include grant and cooperative agreement financial assistance activities, which must be conducted in accordance with Office of Management and Budget guidance, the NASA Grant and Cooperative Agreement Manual, and other Federal and Agency guidance.<sup>1</sup>

*This guide references and integrates existing policy and procedural guidance to create a comprehensive how-to resource.*



<sup>1</sup>For guidance on the acquisition of goods and services using procurement mechanisms, or on the use of grants and cooperative agreements, please see the NASA Office of Procurement Web site at: <http://www.hq.nasa.gov/office/procurement>.

## B. Partnership Strategic Goals and Objectives

NASA is the United States' civilian space agency and is dedicated to aeronautical and space activities for peaceful purposes for the benefit of all humankind. NASA has broad authority to enter into a wide range of different types of agreements and other transactions. When considering partnerships as a means of advancing NASA goals, it is incumbent upon the Agency to use them judiciously, strategically, and in a manner consistent with applicable national statutes, policies, and priorities.



*NASA's partnerships are instrumental in supporting NASA's strategic plan and Agency objectives...*

This section discusses NASA's primary partnership objectives and how the Agency engages in partnerships to accomplish those objectives. It describes several key themes and provides relevant examples to explain why NASA engages in specific types of partnerships.

NASA has several primary strategic partnership objectives, which help ensure that partnership activities are aligned with the Agency's mission, vision, goals, and objectives, as stated in its strategic plan.

NASA's partnerships are instrumental in supporting NASA's strategic plan and Agency objectives, including expanding human knowledge; advancing U.S. competitiveness; encouraging mutually beneficial cooperation with other nations; disseminating the results of NASA's activities to educate and inspire; and facilitating the efficient use and management of Agency infrastructure and capabilities.

### 1. Utilizing Partnerships in Support of NASA's Strategic Goals and Objectives

NASA utilizes partnerships in support of the Agency's missions and programs of record as identified in the current NASA strategic plan. NASA uses the strategic plan to align resources to accomplish our goals in the best way possible. Some examples include:

- Encouraging a robust commercial space industry. NASA is leveraging its partnerships with the U.S. commercial space sector to lower launch costs and create more opportunities for commercial space flight.
- Addressing critical problems such as air traffic capacity and the environmental effects of air traffic to safely enable the next generation of air transportation. NASA is working closely with the U.S. Federal Aviation Administration (FAA) and other partners in several areas toward this end.
- Exchanging mutually beneficial knowledge and information to spur innovation and incentivize the creation of new markets while supporting NASA science and technology goals. For example, NASA partners with U.S. industry partners to test experimental materials and share the resulting data.

### 2. Expanding Human Knowledge

The science and technology community is vast and widely distributed throughout the Nation and the world. NASA partners with this global network to extend the reach of its scientific endeavors. Such collaboration is essential in addressing scientific and technical challenges that are inherently global and interrelated. Some examples include:

- Increasing the pace of scientific progress by providing timely, open access to data from NASA's science missions. NASA establishes and maintains effective partnerships to share the data collected and results generated by its science missions, and the Agency encourages other nations to do the same.

- Enabling access to global science data and results to improve products and services in areas such as air quality, climate research, disaster management, agricultural projections, and aviation efficiency and safety.
- Collaborating with the U.S. National Oceanic and Atmospheric Administration, U.S. Geological Survey, and other entities to apply unique NASA expertise in space systems. Such partnerships are critical for the development and launch of the next generation of civil operational Earth- observing satellites to broaden our understanding of our home planet's environment.
- Partnering with various institutions in the planning and implementation of planetary exploration programs to Mars and other destinations in our solar system, missions to explore the history of our universe, and spacecraft to observe and study our sun. These significant partnerships address the Agency's broadest objectives for science and exploration, while sharing the risks and costs, as well as advancing innovation and discovery.
- Encouraging the peaceful utilization of space for scientific discovery and environmental monitoring and regularly working with partners to identify opportunities for sharing scientific instruments and other mission capabilities to maximize scientific outcomes.
- Exploring partnerships beyond the traditional aerospace/aeronautics industry to leverage advances and best practices in energy innovation, autonomy, and other fast developing technology sectors.

### 3. Advancing U.S. Competitiveness

By supporting the development and utilization of new knowledge and technologies by its domestic partners, NASA improves America's industrial supply chain, maximizes the U.S. taxpayers' return from their investment in NASA research and development, and leverages private sector approaches to develop and commercialize technology.

These types of partnerships include technology transfer activities such as licensing of NASA technologies, sharing software, disseminating know-how and technical information, technical support for entities seeking to utilize NASA technology and unique expertise, and other support relating to NASA technologies. Some examples include:

- Developing the technology needed to support exploration, address challenges in aeronautics, and air traffic management, and improve our ability to make scientific discoveries. For instance, collaboration opportunities with other government agencies and industries not traditionally associated with aeronautics or space are envisioned in the areas of energy innovation, autonomy, and other fast-developing sectors. Similarly, NASA benefits from partnering with others to address common technical barriers and explore innovative uses of commercial products and approaches that could have application to NASA's missions.
- Leveraging NASA's investments to create aerospace technology and unique expertise in ways that improve life on Earth and support U.S. innovation, which provides a return to the U.S. taxpayer in the form of new products and services, job creation, and improved quality of life.

#### 4. Encouraging Mutually Beneficial Cooperation with Other Nations

NASA encourages mutually beneficial foreign participation in its programs, projects, and activities when such participation is appropriate and significantly enhances technical, scientific, economic, or foreign policy benefits. Some examples of NASA's international partnerships include:

- Nonreimbursable (no exchange of funds) international agreements for a large multilateral program: The United States is a party to the 1998 Agreement among the Government of Canada, Governments of the Member States of the European Space Agency, the Government of Japan, the Government of the Russian Federation and the Government of the United States of America concerning Cooperation on the Civil International Space Station (also known as the Intergovernmental Agreement or IGA). NASA entered into bilateral 1998 Memoranda of Understanding (MOUs) with Roscosmos, the European Space Agency, the Canadian Space Agency and the Government of Japan. These agreements and subsequent agreements provide for the assembly and operation of the International Space Station.
- Nonreimbursable international agreements for bilateral, instrument-level cooperation: Perhaps the most common form of international cooperation on flight projects (whether they be space-flight, airborne, or suborbital missions), agreements by which a foreign partner contributes subsystems or science instruments to a NASA-led mission or, alternatively, agreements by which NASA contributes subsystems or science instruments to a partner-led mission. Examples include Spain's provision of the Rover Environmental Monitoring Station weather monitoring station to the NASA Mars Science Laboratory Curiosity rover, or the Canadian Space Agency's contribution of the Alpha Particle X-Ray Spectrometer to Curiosity. NASA has many examples of similar contributions to foreign led flight projects. Each of these contributions improves the overall science return of the particular mission, while enabling the instrument providers to participate as members of the mission science team.
- Nonreimbursable international agreements to support visiting research: NASA enters into agreements with international partner organizations to support researcher activities requiring access to NASA and non-NASA facilities for more than 29 days.
- Joint Science and Technology Research Agreements: NASA also enters into many nonreimbursable agreements focused on advancing fundamental research where the contributions of the partners generally involve a pairing of unique facilities or expertise toward a common research interest. Examples include NASA use of international shock tunnels to conduct fundamental hypersonics research; the use of NASA or international partner test facilities to investigate the aerodynamic degradation resulting from the ice accretion on aircraft, or the joint testing of novel, lightweight materials for potential future aerospace applications.
- Data Sharing Agreements: Another type of cooperation involves NASA engaging in data exchanges with a foreign partner. An example would be NASA and its partner utilizing their independent computational fluid dynamics (CFD) modeling capabilities to process a jointly defined hypothetical flight demonstration measuring the performance of cryogenic fuels on orbit. By comparing the results of the test run, each party can improve the predictive capabilities of its CFD models.
- Reimbursable international agreements: NASA enters into a wide variety of reimbursable agreements with foreign entities. Most commonly, such agreements involve the foreign partner's use of NASA facilities on a noninterference basis. Examples range from use of NASA wind tunnels to the training of international astronauts.

## 5. Disseminating the Results of NASA's Activities to Educate and Inspire

NASA is committed to effectively performing the Agency's mission to "provide for the widest practicable and appropriate dissemination of information concerning its activities and the results thereof," and to enhance public understanding of, and participation in, the Nation's aeronautics and space programs. NASA's unique missions, discoveries, and assets educate and inspire learners of all ages in science, technology, engineering, and mathematics (STEM).

The Agency encourages the establishment of partnerships that broadly communicate the benefits of NASA activities to educate and inspire the public. These types of partnerships include: facilitating community-based research and citizen science through schools, museums, industry, and nonprofits; innovative use of mobile technologies to disseminate information and engage the public; partnering with other federal agencies to leverage assets and expertise in STEM education; stimulating participation in NASA's missions through challenges, student competitions, educator professional development, and social media; and increasing STEM capabilities at formal and informal education institutions, including youth serving organizations, by incorporating content based on NASA's missions. Through these partnerships NASA is able to reach and influence a diverse new generation of aeronautics and space enthusiasts.

## 6. Facilitating Efficient Use and Management of Agency Infrastructure and Capabilities

The Agency's non-excess, underutilized capabilities can be made available to partners in a variety of ways that are aligned with NASA's mission. By allowing partner access to these capabilities, NASA is able to retain key resources that, although currently underutilized, are required for future missions. In addition, such partnerships serve several other purposes, such as:

- Providing opportunities for government agencies, commercial firms, international entities, and other external organizations to take advantage of unique NASA facilities and capabilities.
- Enabling NASA to recoup applicable Operations & Maintenance costs for such infrastructure and capabilities, allowing for a more efficient use of Agency resources toward NASA's mission.
- When appropriate, enabling partners to benefit from use of unique resources without having to make their own investment to develop redundant capabilities.
- Facilitating NASA's ability to effectively respond to Federal policies aimed at increasing the sustainability of U.S. Government operations (such as renewable energy, energy conservation, waste reduction, and so on).
- In considering such partnership opportunities, however, NASA personnel should be mindful that NASA must not create new permanent in-house capabilities that are solely to accommodate potential partners' requirements. Likewise, NASA must not retain capabilities that are not reasonably expected to be needed by NASA in the future. Truly excess capabilities should be disposed of in accordance with Federal and Agency guidelines.



## C. Organizational Roles and Responsibilities

### 1. NASA Acquisition Strategy Council

The Acquisition Strategy Council (ASC), chaired by the NASA Associate Administrator, serves as the Agency's senior decision-making body for matters of long-term, annual, and tactical acquisition strategy planning; and for matters of policy and performance assessment pertaining to the Agency's acquisition approaches, including through the use of partnerships as described in this guide. Primary functions of the ASC in relation to partnerships include:

- Guiding analysis of alternatives and deciding acquisition strategy for certain major partnerships;
- Deciding authority to proceed with certain external partnerships based on established Agency thresholds, and adjudicating partnership issues that cannot be resolved at lower levels;
- Deciding new issues of Agency partnership policy surfaced by proposed partnerships; and
- Deciding significant changes to Agency partnership policy, as recommended by the Director of the NASA Partnership Office or the Associate Administrator for International and Interagency Relations.

The scope and authority of the ASC encompasses all Agency partnerships, except for classified interagency partnerships. Classified interagency partnerships are vetted and handled by the Headquarters Office of International and Interagency Relations (OIIR) (see this guide's Section IV.A.9, Agreements for Classified Activities).

The ASC charter is included in Section 3.5 of NPD 1000.3E, The NASA Organization, which is available in NODIS here: <https://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPD&c=1000&s=3E>. Also, additional information about the ASC is available via the ASC InsideNASA Web page here: <https://inside.nasa.gov/web/insidenasa/acquisition-strategy-council.html>.

### 2. Headquarters Stakeholder Offices

External partnerships often involve cross-cutting issues affecting multiple institutional and programmatic areas. Consequently, there are multiple Headquarters stakeholder organizations involved with partnership matters. Examples of typical Headquarters stakeholder offices and their involvement with partnerships are as follows:

#### a. Partnership Office

The NASA Partnership Office, within the Mission Support Directorate, provides policy guidance, operational support, advocacy, and training for the Agency's external partnerships function (except for interagency, international, and classified partnerships, which fall under NASA Headquarters Office of International and Interagency Relations (OIIR)). The Partnership Office also provides analytical decision support to the NASA Acquisition Strategy Council and helps implement the decisions of the Acquisition Strategy Council through day-to-day operational work.

*NASA's partnership activities are typically cross-cutting and involve multiple stakeholder organizations.*



#### **b. Mission Directorates**

The Aeronautics Research, Human Exploration and Operations, Science, and Space Technology Mission Directorates are responsible for managing NASA's programs and projects. Many of NASA's partnerships directly benefit or otherwise impact programmatic areas managed by the Mission Directorates.

#### **c. Office of Communications**

The Office of Communications (OComm) is responsible for overseeing Agency communications strategy and planning and executing NASA Headquarters communication (public affairs and public engagement) functions. OComm initiates and manages strategic partnerships, and provides guidance to other organizations for prospective and existing partnerships focusing on communicating with and engaging the public and other stakeholders. In addition, OComm is responsible for use of the NASA Insignia and other NASA program identifiers and, together with the Office of the General Counsel, implements the established regulations and guidelines pertaining to the use of NASA identifiers in any collaborative effort.

#### **d. Office of the General Counsel**

The Office of the General Counsel (OGC) establishes Agency-wide legal policy, provides legal advice, assistance, and Agency-wide functional guidance, ensures the appropriateness of all legal actions and activities Agency wide, and provides binding formal legal opinions on Agency matters. For partnerships, this includes, but is not limited to, reviewing and providing legal guidance and concurrence for agreements when required by Agency policy to ensure their compliance with applicable laws, regulations, and NASA policies.

#### **e. Office of International and Interagency Relations**

The Office of International and Interagency Relations (OIIR) provides executive leadership and overall policy coordination for all of NASA's international projects and is responsible for drafting, negotiating, executing, amending, terminating, and providing oversight of international agreements. OIIR is responsible for the review of all NASA interagency agreements (IAAs). In addition, OIIR is responsible for coordination and tracking of all classified IAAs.

#### **f. Office of Strategic Infrastructure**

The Office of Strategic Infrastructure (OSI), within the Mission Support Directorate, provides executive and functional leadership, policy, institutional authority, and oversight for Agency infrastructure. Specific areas under OSI's span of responsibility include facilities engineering and real property, environmental management, logistics management, aircraft management, strategic capabilities assets management, and integrated asset management. External partnerships often involve one or more of those areas.

#### **g. Office of the Chief Financial Officer**

The Office of the Chief Financial Officer (OCFO) provides leadership for the planning, analysis, justification, control, and reporting of Agency fiscal resources. The OCFO also oversees financial management activities relating to the programs and operations of the Agency, among other duties.

#### **h. Office of the Chief Information Officer**

The Office of the Chief Information Officer (OCO) provides leadership, planning, policy direction, and oversight for the management of NASA information and all NASA information technology (IT). The CIO is the principal advisor to the Administrator and other senior officials on matters pertaining to information technology, the NASA Enterprise Architecture, IT security, records management, and privacy. In regard to partnerships, OCIO is a key stakeholder office in helping to ensure that IT challenges and Federal IT requirements, particularly IT security matters, are appropriately considered and addressed for Agency partnership activities.

#### **i. Other Headquarters Offices**

Various other Administrator Staff Offices (such as the Offices of Chief Health and Medical Officer, Education, and Safety and Mission Assurance) direct, manage and provide policy guidance and oversight of their respective areas for the Agency.

### **3. NASA Centers**

External partnerships often involve cross-cutting issues affecting multiple institutional and programmatic areas. There are multiple stakeholder organizations within each NASA Center involved in partnership matters. Examples of typical Center stakeholder offices and their involvement with partnerships are as follows:

#### **a. Center Partnership Offices**

The Center Partnerships Offices develop and cultivate many of the Agency's external partnership opportunities. NASA's public partnerships Web site, which identifies the respective Agency Partnership Offices and serves as a useful reference for prospective partners, is <http://www.nasa.gov/partnerships.html>.

#### **b. Other Center Stakeholder Offices**

In addition to the respective Center Partnership Offices, there are numerous stakeholder offices within each Center that are responsible for managing aspects of the partnership process or that could otherwise be impacted by external partnership activities (for examples, Offices of the Chief Counsel, Chief Financial Officer, Education, Safety & Mission Assurance, and so on). Centers should coordinate internally with any potentially affected Center organization prior to committing to any prospective partnership or, when necessary, before sending a prospective partnership opportunity to Headquarters for review.

### **4. External (Non-NASA) Stakeholders**

There are many external stakeholders involved with NASA's partnerships activities including various domestic and foreign governmental and nongovernmental entities. Also, in addition to NASA's independent oversight organization, the Office of Inspector General, the Agency's partnerships activities are subject to review and oversight by various external entities including the Office of Management and Budget, the Congress, the Government Accountability Office, and others.



## D. Types of Partnerships

### 1. Reimbursable

Agreements where NASA's costs associated with the activity are reimbursed by the agreement partner (in full or in part) are referred to as reimbursable agreements. NASA undertakes reimbursable agreements when it has unique goods, services, or facilities that are not currently being fully utilized to accomplish mission needs. These assets may be made available to others on a noninterference basis and consistent with the Agency's missions and policies.

*There are a variety of partnership agreement types available, depending on the objectives and circumstances of the partnership.*



NASA may choose to waive costs under a reimbursable agreement when the signing official determines that there is sufficient benefit gained by NASA as a result of performing the reimbursable work for the partner. However, in some cases, for instance when the level of NASA's reimbursement is legally-defined ("actual cost" or "direct cost"), it may be necessary to cover the activities benefitting NASA under a separate collaborative agreement. See this guide's Section II.A.3, Pricing, or NASA Procedural Requirement (NPR) 9090.1, Reimbursable Agreements, for further information on waived costs under reimbursable agreements.

### 2. Nonreimbursable

Agreements that involve NASA and one or more partners working together in a mutually beneficial activity that furthers the Agency's missions are referred to as nonreimbursable agreements. Unlike reimbursable agreements, each party bears the cost of its participation and no funds are exchanged between the parties. Nonreimbursable agreements may not be used as barter arrangements for exchanging goods and services. However, there is an exception for certain international agreements that may involve bartering, such as NASA's multilateral agreements with International Space Station partners, which are done under special authorities and processes.

### 3. Other Forms of Partnership Agreements

In limited circumstances, NASA may need to use its "other transactions" authority to enter into partnership agreements other than reimbursable or nonreimbursable agreements. These other agreement types are typically used to directly advance one or more of NASA's statutory objectives under the Space Act and are available only when the Agency's objectives cannot be accomplished through the use of a procurement contract, cooperative agreement, grant, or other form of partnership agreement.

These other types of relationships have been used to facilitate NASA's support for the development of commercial space capabilities to advance NASA's statutory direction to "seek and encourage... the fullest commercial use of space" by providing either financial or in-kind support to commercial companies. For example, NASA has used "funded agreements" to allow the Agency to invest in the development of commercial space transportation capabilities to transport cargo and crew to low-Earth orbit. However, NASA is not authorized to use this type of funded agreement to support development that specifically meets NASA requirements or to acquire services from a partner. Another example is when NASA assisted development of commercial space transportation capabilities to transport cargo and crew through in-kind support where no funds were exchanged. These are commonly referred to as "no-funds-exchanged" or "unfunded" agreements.

Such alternative uses of NASA's other-transactions authority are undertaken by, and must be coordinated with, the highest levels of the Agency, including the Office of General Counsel. Typically, they are limited to activities undertaken with U.S. domestic partners and are not available for NASA's international activities.

Selection of potential partners should be done through a competitive process when the agreement is intended to provide a commercial benefit or advantage to the partner. In almost all cases, the competitive announcement and agreement format for these activities are developed specifically to accommodate a particular purpose or goal and consultation with legal counsel is required.

#### **4. Equipment Loans**

Per NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements, equipment is defined as a tangible asset that is functionally complete for its intended purpose, durable, and nonexpendable. Equipment is not intended for sale and does not ordinarily lose its identity or become a component part of another article when put in use. Equipment includes all items of property configured as mechanical, electrical, or electronic tools and apparatuses that have a useful life of two years or more and are not consumed or expended in an experiment. Software is not equipment. NASA does not loan supplies and materials.

On occasion, government equipment (as defined above) is loaned to a partner in support of a partnership activity. The partner's obligation to NASA must be spelled out in the governing agreement document. NPR 4200.1 requires that all loans of government equipment be done pursuant to NASA Form 893 (NF 893), which facilitates the efficient execution of the loan and NASA's continuous inventory management of the equipment. NF 893 serves to document the equipment accountability record between NASA and the partner for the loan of the government equipment, and is a separate document in support of the partnership agreement. An NF 893 is not sufficient to loan government property to an international entity. An international agreement is required to loan government property to an international entity, in addition to the NF 893.

Although there are many scenarios involving equipment loans, one common scenario involves the loan of NASA exhibits and artifacts. In addition to the guidance referenced above, Agency personnel proposing to loan exhibits or artifacts should also consult NPR 1387.1, NASA Exhibits Program, and the associated procedures outlined in NPR 1387.1, NASA Exhibits Program. Partnerships involving NASA exhibits or artifacts are further discussed in Section II.B.2.f of this guide.

#### **5. Real Property Out-grants**

NASA can enter into out-grants, which are real estate agreements granting the temporary use of NASA real property to another party. All use of NASA real property assets by others must be covered by some type of out-grant agreement.

##### **a. Types of Real Property Out-grants**

NASA out-grants of real property can be made using one of several available authorities such as the other-transactions authority of the Space Act, the Commercial Space Launch Act (CSLA), or the National Historic Preservation Act (NHPA). The granting of NASA real property use to another party can take several forms, such as:

1. Enhanced Use Lease (EUL) Agreement: An out-grant with a public or private entity for the use of NASA-owned underutilized real property that allows NASA to retain and use the proceeds from the agreement in certain ways. The consideration paid by the public or private entity shall be at fair market value.

2. CSLA: Another option for Centers with space launch capabilities is to out-grant improved real property that has been built for or used in launch preparation or launch of a launch vehicle to commercial entities. An important consideration with CSLA agreements is that the authority precludes the Federal agency from recouping indirect costs (for example, Center Management and Operations (CMO) costs) from the partner.
3. NHPA Agreement: Authorizes Federal agencies to lease historic property and retain the resulting proceeds for the preservation of the agency's historic properties.
4. Commercial Antenna Siting arrangements: NASA may make buildings and lands available for the siting of commercial antennas, in accordance with federal, state, and local laws and regulations and consistent with national security concerns. Antenna sites are made available on a fair, reasonable, competitive, and nondiscriminatory basis with a bias toward granting a request, unless there are unavoidable conflicts with NASA's mission. Commercial antenna siting arrangements are implemented through EUL agreements (see above).
5. Lease: A written agreement between NASA and a tenant that grants the tenant a leasehold interest in the NASA real property for a specified period of time in exchange for consideration.
6. Use Permit: A type of out-grant to permit a partner to use a NASA facility for a specific limited use.
7. Easement: A right of way giving persons other than the owner access to or over a property. An easement, like a license, gives the owner's permission to use or prevent the use of the owner's real property. However, unlike a license, it transfers to the easement holder an interest in the real property that encumbers the record title. Easements are classified as either appurtenant (benefitting and transferable with a specific piece of real property) or in gross (personal to the grantee). An easement can be transferred. Unless otherwise specified, an easement is presumed to be permanent and nonexclusive.
8. Concessionaire Agreement: A concessionaire agreement is a negotiated contract between a company and a government that gives the company the right to operate a specific business within the government's jurisdiction, subject to certain conditions.
9. License: A license gives an individual or other entity permission to use real property for a specific purpose. Unlike a lease, it does not transfer an interest in the real property. It is personal to the licensee and any attempt to transfer the license terminates it. It is (usually) revocable and can be either exclusive or nonexclusive.
10. Facilities Use Agreement: A facilities use agreement is an agreement executed between an institution and an entity granting access to the institution's facilities. By this agreement, access is granted to an institution's laboratories and research equipment.
11. Interagency Agreement: An interagency agreement is a type of in-grant or out-grant agreement instrument that allows a Federal agency to use another Federal agency's real property for a specified period.

Further information on these agreement types, as well as requirements and processes for Centers to obtain NASA Headquarters' approval to enter into real estate agreements, can be found in NASA Procedural Requirements (NPR) 8800.15C, Real Estate Management Program.

## b. Authority

The Space Act authorizes NASA to grant leaseholds, permits, and licenses in real property (land, buildings, other structures and improvements, appurtenances, and fixtures). Per 14 Code of Federal Regulations (CFR) 1204.504, this authority is delegated to the Assistant Administrator for Strategic Infrastructure and the Director, Facilities Engineering, and Real Property Division.

### i. Redelelegation Of Local Authority

Center Directors, with respect to real property under their custody and control, may grant a leasehold, permit, or license to any person or organization, including other Federal agencies, a state, or political subdivision or agency.

There is no local authority to lease property off of the Center or for Enhanced Use Lease agreements.

### ii. Requirements For Exercising Local Authority

1. The Center Director determines the property interest to be granted is not required for NASA programs.
2. The Center Director determines that the grantee's exercise of the rights granted will not interfere with NASA operations.
3. The value of the compensation or benefit (fair value of money) received by NASA as consideration is determined to be fair and reasonable for the usage granted.
4. The lease/agreement term does not exceed five years (including options to extend).
5. The lease provides for termination of agreement, in whole or in part, and without cost to the Government upon either:
  - Failure of the grantee to comply with any term or condition of the grant; or
  - A determination by the Associate Administrator for the Office of Strategic Infrastructure, the Director of FRED, or the Director of the field installation concerned that the interests of the national space program, the national defense, or the public welfare require the termination of the grant.

There is no local or Center authority for in-grants — the nonpermanent transfer of real property rights to NASA by means of lease, easement, permit, license, or other agreement — where NASA is leasing from another entity.

Approving Organization POC for agreements requiring Headquarters approval:

Kristy J. Thompson

Chief, Real Estate Branch Facilities and Real Estate Division

Office of Strategic Infrastructure NASA Headquarters

Washington, DC 20546

Email: [kristy.j.thompson@nasa.gov](mailto:kristy.j.thompson@nasa.gov)

Office Phone: 202-358-3253

[http://www.hq.nasa.gov/office/codejx/codejx/jxstaff\\_planning.html](http://www.hq.nasa.gov/office/codejx/codejx/jxstaff_planning.html)

### References

- NPR 8800.15, Real Estate Management Program
- NPD 8800.14, Policy for Real Estate Management
- Title 51, U.S.C. Section 20101 et seq., the National Aeronautics and Space Act:
  - Section 20112, Functions of the Administration
  - Section 20113, Powers of the Administration in performance of functions

- 14 CFR, Section 1204.501, Delegation of authority to take actions in real estate and related matters
- 14 CFR, Section 1204.503, Delegation of authority to grant easements
- 14 CFR, Section 1204.504, Delegation of authority to grant leaseholds, permits, and licenses in real property
- NPR 9090.1, Reimbursable Agreements
- NPR 9250.1, Property, Plant, and Equipment and Operating Materials and Supplies
- Title 31 U.S.C. Section 1535, the Economy Act
- Title 54 U.S.C. Sections 306121-306122, Federal Agency Historic Preservation Responsibilities, Subchapter II—Lease, Exchange, or Management of Historic Property
- NPR 8621.1, Mishap and Close Call Reporting, Investigating, and Recordkeeping
- NPR 8715.3, NASA General Safety Program Requirements
- NASA-STD 8719.7, Facility System Safety Guidebook

## 6. Commercializing NASA Technology

Written into the founding legislation that created NASA in 1958 is a directive from Congress to ensure that the technologies created for space exploration and aeronautics benefit the whole of humanity.

Through technology transfer, NASA brings together the Agency's most capable problem-solvers with America's brightest commercial and entrepreneurial leaders in partnerships that transfer groundbreaking NASA technologies to the public, providing solutions for challenges in virtually every industry. Some examples include:

- NASA licensed system-monitoring software to a U.S. company. The software mines years' worth of data samples from a given system to establish relationships between components, determine a baseline for normal behavior, and detect any deviation from that norm that might indicate an impending failure. The company enhanced the program's presentation and developed its integrated system health management products, which essentially give any system the ability to verbalize symptoms before a failure occurs.
- First synthesized in the mid-1990s, boron nitride nanotubes are strong, lightweight, and heat-resistant and absorb neutron and ultraviolet radiation — making them ideal spacecraft heat shields. But no method existed to create them in appreciable quantities until NASA accomplished the feat in 2008. A U.S. company licensed the technology from NASA and is supplying the material to other companies while working with NASA to further improve the production process. The company can now synthesize 200 milligrams of the nanomaterial per hour, many times the volume of previous methods.
- Under a Space Act Agreement with NASA, a U.S. company pioneered an advanced fiber-optic monitoring system for offshore oil pipelines. Now commercially available, the company's sensors are the first of their kind: hypersensitive safety monitors that can be retrofitted on older subsea pipelines thanks to a special adhesive tested and validated by NASA personnel. The company's sensors measure pressure, temperature, strain, and flow properties, giving energy companies crucial data in real time and significantly decreasing the risk of a catastrophe.

See Section III.E, Commercializing NASA Technology, for more detailed procedural information on this topic.





# II. Considerations for Partnerships

## A. General Considerations for all Partnerships

### 1. Fairness, Transparency, and the Use of Competitive Procedures

It is incumbent upon all NASA personnel involved in the partnership process to ensure the fair and consistent implementation of all Agency partnership agreements to avoid favoritism while providing equal access to NASA resources and facilities.

#### a. Non-Exclusivity

In the majority of cases, equal access to NASA resources is provided through non-exclusive arrangements where NASA may enter into similar agreements for the same or similar purpose with other private or public entities. With this approach, future partners may work with NASA on similar terms as existing partners, and in this manner, NASA avoids any favoritism or unequal access to Agency resources and facilities. NASA is required, to the greatest extent practicable, to issue its Space Act Agreements on a nonexclusive basis, and in a manner that ensures all non-government parties have equal access to NASA resources. As a policy matter and prudent business practice, NASA applies this same requirement to other partnership agreement instruments as well.

Unequal access and/or favoritism may occur when providing a partner access to NASA resources and facilities without considering whether similar opportunities would be available to others seeking similar arrangements with NASA. Limitations on providing similar arrangements to others in the future may be based on few available, or qualified, personnel able to assist or collaborate with a partner, a limited NASA commitment to that type of activity, or physical constraints based on a requirement for the partner to use a specific facility or asset that is only useful if limited to one, or a few. In fact, even where an agreement includes the “Nonexclusivity” clause stating that the agreement is not exclusive, NASA may still find itself in a position of providing unequal access or demonstrating favoritism if NASA enters into a partnership with one entity and it would be impractical for NASA to support a future partner in a like manner. In situations where it would be impractical for NASA to support two or more partners under similar circumstances, the agreement is “essentially exclusive” and should be implemented after consideration of appropriate competitive procedures.

NASA’s requirement for fairness and transparency are bounded in law and regulation—

- A Federal employee shall act impartially and not give preferential treatment to any private organization or individual. (5 C.F.R. Section 2635.101).
- An employee shall not use or permit the use of his/her Government position or title or any authority associated with his/her public office to endorse any product, service, or enterprise. (5 C.F.R. Section 2635.702(c)).
- Public office shall not be used for private gain. (5 C.F.R. Section 2635.101(b)(7)).



*While every partnership is different, there are certain fundamental considerations that must be taken into account for every partnership.*

- NASA's Space Act Agreements must, to the greatest extent practicable, ensure all non-government parties have equal access to NASA resources (NASA Transition Authorization Act of 2017, P.L. 115-10, Section 841).
- NASA should avoid unjustifiable favoritism, whether actual or perceived, in dealing with potential partners. Similarly situated persons should be treated alike and have equal access to NASA resources. (NAII 1050.1, Chapter 1, Section 1.3)
- NASA's Space Act Agreements should be issued, to the greatest extent practicable, on a non-exclusive basis. If NASA determines an exclusive arrangement is necessary, to the greatest extent practicable, NASA must utilize a competitive selection process and make a public announcement. (NASA Transition Authorization Act of 2017, P.L. 115-10, Section 841).
- NASA must publicly disclose on a NASA Web site and make available in a searchable format each Space Act Agreement, including an estimate of committed NASA resources and the expected benefits to Agency objectives for each agreement. The report must include a list of all anticipated Space Act Agreements for the upcoming fiscal year. (NASA Transition Authorization Act of 2017, P.L. 115-10, Section 841).

Abstracts are required to be submitted to the NASA Partnership Office for HQ review for all proposed exclusive and essentially exclusive partnership agreements, pursuant to Section IV.A.4, Headquarters Abstract Review Process, of this guide. Such abstracts must identify the proposed partnership as exclusive or essentially exclusive, explain the circumstances of the proposed partnership and why an exclusive or essentially exclusive arrangement is necessary, and describe plans for use of announcements and/or competitive procedures, in addition to other required abstract content.

#### **b. When to Use a Competitive Selection Process: Exclusivity, Direct Commercial Gain, Out-Grants, or Other**

Using competitive procedures is an effective tool for ensuring equal access to NASA facilities and other unique Agency resources in situations where it would be impractical for NASA to support two or more partners under similar circumstances ("essentially exclusive" agreement). Competitive procedures, moreover, are required, to the greatest extent practicable, for all essentially exclusive arrangements between NASA and a partner. (NASA Transition Authorization Act of 2017, P.L. 115-10, Section 841). Sometimes, exclusive arrangements may be the only practical path forward because of resource limitations, and in those limited cases, competition must be used to the greatest extent practicable to select the partner, as a means of ensuring equal access to NASA resources. This process also provides NASA with insight into how the NASA resource may be optimally utilized in the partnership. Even in cases where a private entity suggests (either formally through an unsolicited proposal, or informally) a unique or proprietary concept for exclusive use of a NASA resource including out-grants of property, it would still be appropriate to publicly announce and compete the availability of the NASA resource for commercial use or gain. This will help ensure fairness and provide NASA different options for optimal use of the resource. However, NASA must exercise reasonable care not to reveal the unique or proprietary concept in any agency announcement. Such situations will require close coordination with the Headquarters Office of the General Counsel or Center Office of the Chief Counsel, as applicable. The extent of the competition, and the means of announcing the competition and selecting the partner, will depend on the specific circumstances of the particular partnership opportunity.

#### **c. Tools for Communicating Available NASA Resources and Opportunities, Including NASA Technology**

NASA uses several tools to facilitate transparency and communications regarding its available resources. In situations where an exclusive arrangement is necessary, competition should be used to



the greatest extent practicable to select the partner for reasons of fairness and transparency. Where an exclusive partnership agreement is necessary, NASA must, to the greatest extent practicable, issue a public announcement, and utilize a competitive process for selecting the partner. At a minimum, NASA should utilize the Federal Business Opportunities (FedBizOpps) Web site for both the announcement and the competition. Other posting resources may be used simultaneously as the FedBizOpps Web site to ensure a wider readership. These same tools are also available to facilitate transparency and communications for planned “essentially exclusive” arrangements, which while they are designated as non-exclusive, for practical reasons, NASA would be unable to support two or more partners under similar circumstances. Moreover, these resources may prove useful for informing NASA how great an interest may exist outside the Agency for a particular asset or capability. The extent of the competition, and the means of announcing the competition and selecting the partner, will depend on the specific circumstances of the particular partnership opportunity.

These tools include:

- Federal Business Opportunities (FedBizOpps) Web site: The FedBizOpps Web site (<https://www.fbo.gov>) must be used to disseminate information on competitive opportunities. Postings can be made in several forms, including a Notice of Availability (NOA), a Request for Information (RFI), or an Announcement for Proposals (AFP). The NOA and RFI are most appropriate for market research and data gathering on potential interest in a project. The AFP is a formal selection process with stated evaluation factors and criteria for rating proposals. Examples of an NOA and an RFI are provided as Appendices 1 and 2, respectively, of this guide. An example of an AFP is available on the Partnerships Community of Practice (PCoP) Web site here: [https://inside.nasa.gov/system/files/sample\\_afp.docx](https://inside.nasa.gov/system/files/sample_afp.docx).
- The Aerospace Technical Facility Inventory (ATFI): <https://nrpi.hq.nasa.gov>. This database captures technical and other data for available NASA facilities. NASA has incorporated ATFI into the NASA Engineering Network “Tools and Resources” tab so that it is available to NASA Program Managers when developing partnership agreements.
- Data.gov: As part of the Lab-to-Market Cross-Agency Priority Goal, NASA posts machine-readable data from the ATFI on [Data.gov](https://data.gov). This allows external researchers, innovators, and companies to find data on NASA facilities.
- Federal Laboratory Consortium: <https://www.federallabs.org>. This resource facilitates technology transfer and partnerships, in part, by listing NASA Center critical expertise.
- NASA’s TechPort System: TechPort is used for collecting and sharing information about NASA-funded technology development. This system allows the public to discover the technologies NASA is working on every day to explore space, understand the universe, and improve aeronautics. NASA is developing technologies in areas such as propulsion, nanotechnology, robotics, and human health. TechPort has helpful information on these technology projects, including descriptions, images, and locations where work is being performed. The system is searchable so users can find technologies related to their specific interest. TechPort also has built-in analysis tools for creating customized reports or exporting project details. NASA’s TechPort system is accessible at [techport.nasa.gov](https://techport.nasa.gov).
- Others: Public notices, industry briefings and other outreach forums may also be used to engage potential partners and advertise unique NASA capabilities. Please consult with your organization’s designated Agreement Manager, Partnership Office, and/or legal office for guidance and assistance in using such tools as applicable to the specific circumstance.

Additionally, there are tools for partnership agreements involving the use of NASA owned patents and/or computer software. NASA provides notice of the availability of technologies suitable for transfer and for opportunities for exclusive licensing. Such tools include NASA's Technology Transfer Portal, <http://www.technology.nasa.gov>. In addition, all center Twitter accounts have been consolidated into one: @NASASolutions. This account, along with the @NASASpinoff account, is updated multiple times weekly. Further, new Tech Transfer promotions are announced in coordination with the Agency Social Media team, and NASA's Technology Transfer YouTube channel houses all marketing videos. For agreements associated with exclusive patent license agreements with the partner, NASA complies with the provisions of 35 U.S.C. sec. 209(e) regarding the providing of public notice in the Federal Register of NASA's intent to enter into such exclusive license.

#### FAQs

**Q:** Are there any guidelines for minimum posting time for notices?

**A:** Generally, a minimum of 30 days is appropriate, but some situations might warrant more or less time. Consult with your Office of Chief/General Counsel to ensure that the time period specified appropriately meets the intent of the transparency requirements in the NTAA and Agency guidance. Some Centers have adopted the practice of posting Notices of Availability to ensure that potential partners have notice of partnership opportunities, which should generally be sufficient. The Partnerships Office can support discussions among Centers on best practices and lessons learned to ensure the efficacy of Notices of Availability.

**Q:** When is a partnership arrangement considered to be exclusive?

**A:** For most proposed activities, it should be clear whether the opportunity would constitute an exclusive or essentially exclusive arrangement partners should have equitable access to NASA resources and facilities. Therefore, NASA's arrangement with one partner shouldn't preclude the Agency from entering into a similar arrangement with a different partner. Such limitations regarding access to NASA's resources and facilities may result from insufficient space, limited availability of requisite expertise, conflicting interests between partners, or even a desire to limit NASA's investment by working with only one or a few partners. Under such circumstances, for reasons of fairness and transparency, NASA should compete the opportunity before selecting a specific partner.

On the other hand, not all facilities can be used at the same time by multiple partners. There will likely be scheduling conflicts because many of NASA's facilities are in regular use. These circumstances necessitate NASA making choices between potential partners on a recurring basis. In deciding if the resolution of a scheduling conflict rises to the level of creating an exclusive or essentially exclusive arrangement, look to the following:

1. if the scheduling is administered in a fair manner so that all partners have equal opportunity,
2. if the duration of the conflict is short,
3. if future opportunities will exist in a reasonable timeframe, and
4. if the nature of the commercial benefit conferred on a Partner is not disproportionate to what others may obtain in the future.

If the four considerations are answered affirmatively, the scheduling conflict would likely result in an opportunity being considered non-exclusive and would not need to be competed. Where the answer to one or more of the four considerations is no — there is no fair scheduling process in place, the duration of the conflict is not short, future opportunities are very limited, or the commercial benefit is exceptional, the opportunity should be competed consistent with this guidance.

**Q:** Should I treat "essentially exclusive" agreements the same as exclusive agreements for purposes of fairness, transparency, and the use of competitive procedures?

**A:** Yes, unless there is a compelling reason to treat them otherwise.

**Q:** How should I conduct a competition?

**A:** Depending on your goal, different mechanisms may be most appropriate. A Notice of Availability (NOA) is optimal in situations where NASA wants to inform the public of the potential for using a NASA asset or capability. Where NASA would benefit from knowing more about how a NASA asset or capability could best be utilized by a partner, a Request for Information (RFI) might be a better choice because it provides non-NASA entities the opportunity to explain their ideas to NASA. An Announcement for Proposals or partnership Opportunity (AFP) is issued where NASA has already determined the how, what, where, and why of the partnership relationship sought, and seeks to make a partner selection through notification of a competition.

**Q:** Where should the competition documents be posted?

**A:** All agreement announcements, RFIs, and competitions must be published in the Federal Business Opportunities (FedBizOpps) so that there is consistency of practice across the Agency. In addition, other public sites are available which may provide NASA the opportunity to reach a broader audience, or a more specialized commercial sector. Postings can be published on multiple sites, at the Agency's discretion. A list of public notice sites is included in this section above.

**Q:** How many days should I post information/leave an RFI or a competition open?

**A:** A good rule of thumb is 30 days. However, particular circumstances may justify a shorter or longer period. In deciding what makes sense, ensure the opportunity provides potential partners an adequate time to review and respond. Also, how large an audience are you hoping to reach? Provide sufficient time for the opportunity to become widely known in situations where NASA may be unaware of who the stakeholders are for a particular opportunity. You could also choose to post an opportunity for a long period of time, keeping the response date open for even a year or more, where there are multiple opportunities available. In this way, NASA remains aware of emerging commercial interests without needing to issue a competition for each separate opportunity.

## 2. Funding

In the context of partnership agreements, “funding” refers to the budget authority NASA uses to conduct its responsibilities under the agreement (that is, the money that funds NASA activities under the agreement).

NASA has two predominant types of funding authority: 1) direct funding — appropriations and 2) reimbursable funding — spending authority from offsetting collections.

Appropriation (direct) funding is the budget NASA receives from congressional appropriations for NASA’s own programs, projects, and administration thereof. Direct funding essentially pays for NASA’s participation under nonreimbursable agreements and waived or excluded costs under reimbursable agreements when NASA is authorized to accept less than full costs such as in the case of Commercial Space Launch Act agreements.

Reimbursable funding (spending authority) is a different form of budget authority. Reimbursable funding results from NASA’s authority to enter into agreements with other organizations, both Federal and non-Federal, to accept financial reimbursement for the cost of services or goods provided by NASA to the partner. It is spending authority provided based on offsetting collections, not appropriated funds (NPR 9470.1, Budget Execution).

### a. Non-Federal Versus Federal Partners

A partner may either be a non-Federal or a Federal entity. Non-Federal partners include commercial companies as well as state and local governmental entities and international entities. NASA financial policy and requirements governing reimbursable agreements with both types of partners are provided in NPR 9090.1, Reimbursable Agreements.

#### i. Non-Federal Partners

For non-Federal reimbursable partners, NASA generally must obtain advance funding from the partner before commencing work under the reimbursable partnership agreement. There are, however, some narrow exceptions. Where a non-Federal party demonstrates a financial hardship or legal restriction prohibiting advance payments, and is requesting that reimbursable work commence in advance of the receipt of funds by NASA, a waiver is required and must be approved by the Center Chief Financial Officer (CFO) before work can commence. Such a waiver may only be approved if the work is of a type that NASA could properly fund on its own and funds are certified and allocated to account for costs that may accrue prior to the provision of funds by the non-Federal party.

If the waiver of the advance payment requirement is approved by the Center CFO, the Center must ensure that a valid source of direct program funding is available to fund reimbursable work. A valid source of direct funding should be consistent with the intended purposes of direct program funding in accordance with 31 U.S.C. §1301(a). If NASA makes or authorizes an expenditure or obligation without a valid source of funding or that is inconsistent with the intended purpose, it could constitute a violation of the Antideficiency Act.

## ii. Federal Partners

By signing the reimbursable agreement, the Federal partner requesting services (requesting agency) confirms that: (1) a bona fide need exists; (2) the funding provided is appropriate for the purpose(s) described in the agreement; (3) it meets time limitations (4) all unique funding and procurement requirements, including all statutory and regulatory requirements applicable to the funding being provided, have been disclosed to the servicing agency (NASA); and (5) all internal reviews and approvals required by the requesting agency prior to transferring funds to NASA have been completed.

While NASA accepts other agency ordering forms, to ensure completeness and accuracy of all necessary financial information, NASA OCFO recommends adhering to Treasury Department guidance that reimbursable orders be executed using Treasury Forms 7600A and 7600B. See Section III.B.2 of this guide.

When NASA is the requesting agency (that is, NASA is sending funds to another Federal agency for an interagency acquisition under another agency's procurement authority or for services conducted by military or civil service workforce), those agreements are not considered partnership agreements in the context of this guide. Interagency acquisitions are subject to the requirements of the Federal Acquisition Regulation and Agency procurement guidance issued by the NASA Office of Procurement. NASA personnel interested in initiating such arrangements should contact their Center Procurement Office for further guidance. Actions to acquire services conducted by military or civil servant workforce are subject to OCFO guidance and NASA personnel interested in initiating such arrangements should contact their Center OCFO for further guidance.

## b. Reimbursable Agreement Funding Considerations

### i. Funding Under Multi-Center Agreements

If it is determined that multiple Centers will perform work under a reimbursable agreement, agreement terms affecting the price to the partner (for example, use of a reduced Center Management and Operations (CMO) rate) will apply to work performed at all NASA Centers performing work under the agreement. Where a reduced CMO rate or waived costs are proposed, the lead Center must negotiate with other involved Centers and obtain concurrences from the involved Centers' OCFOs.

### ii. Cost Overruns

A cost overrun may occur if NASA's costs charged to a reimbursable project are greater than the amount of the advance funding or budget authority. To avoid this, costs on a reimbursable project must be closely monitored to determine if additional funding should be requested from the partner to prevent a cost overrun. See NPR 9090.1 for more information.

#### FAQs

Must all costs be included in the EPR even if the Center is planning to waive certain portions of costs? Yes.

Must Centers demonstrate adequate funding sources for all costs on the EPR? Yes, Centers must identify the source of funding for all costs waived on a reimbursable agreement and for all costs on applicable nonreimbursable agreements.

#### References

NPR 9090.1, Reimbursable Agreements

NPR 9470.1, Budget Execution

### 3. Pricing

NASA has authority to allow others to use certain NASA services, facilities, personnel, expertise, and equipment on a reimbursable basis. NASA policy and fiscal law principles generally require that reimbursable agreements be priced at NASA's estimated full cost, although there are some exceptions. Prior to considering exceptions to full cost pricing, however, NASA should always start by considering the maximum allowable pricing for a given activity. In other words, as applicable for the activity, the order of preference in pricing reimbursable partnership agreements is:

- 1) Fair Market Value pricing under Enhanced Use Lease (EUL) or National Historic Preservation Act (NHPA) authorities, which allow NASA to retain the proceeds;
- 2) Full Cost under Space Act "Other Transactions," Economy Act, or other applicable authorities; and
- 3) Less than full cost pricing through cost waivers or through use of Commercial Space Launch Act (CSLA) authority, which precludes collection of indirect costs and therefore results in less than full cost recovery for the Agency.

Consult this guide's Appendix 5, General Guidelines for Pricing Reimbursable Agreements, for additional criteria to be considered for each of these pricing methodologies.<sup>2</sup>

#### a. Estimated Price Report

An Estimated Price Report (EPR) is the template used for identifying NASA's estimated full cost, pricing adjustments, and the price to the partner.

While planning a reimbursable agreement, the lead NASA Center should determine whether any of the work might be performed at other NASA Centers. As needed, the lead Center should coordinate with other Centers to ensure that all participating Centers' costs are reflected in the EPR for the agreement and will have requisite funding.

EPRs are required for: 1) reimbursable agreements (domestic and international); 2) domestic nonreimbursable agreements; and 3) international nonreimbursable agreements with private sector partners. See NPR 9090.1, for additional information regarding the preparation of the EPR. Center CFOs are responsible for reviewing and approving all EPRs. Where the price to the partner is less than NASA's direct cost, the Agency OCFO must also approve the EPR and justification. Refer to NPR 9090.1 for additional information regarding the EPR.

#### b. Full Cost Reimbursement

Full cost, as explained in NPR 9090.1, Reimbursable Agreements, is the estimated cost to NASA to perform the specified work under an agreement. Full cost includes both direct costs and indirect costs. Direct costs are costs that can be specifically identified with an output and typically include: (a) salaries and other benefits for employees who work directly on the output and materials; and (b) supplies used in the work. Indirect costs are costs of resources that are jointly or commonly used to produce two or more types of outputs but are not specifically identifiable with any of the outputs (e.g., Center Management and Operations (CMO) costs). The full cost for an agreement is the sum of:

- (1) the costs of resources consumed by the goods or services provided or produced that can be specifically and directly identified with those goods and services; and
- (2) the costs of supporting services provided by other operating or production units within the reporting entity and by other reporting entities used to execute the agreement.

Refer to NPR 9090.1 for the details of calculating full cost.

---

<sup>2</sup>The general guidelines in Appendix 5 were approved by the NASA Acquisition Strategy Council on June 28, 2019



### **c. Reimbursement for Other Than Full Cost**

NASA has several authorities to accept reimbursement for other than full cost. The process used and the factors considered in the development of such prices should be consistently applied and fully documented. In accordance with this guide's Section IV.A.4, Headquarters Abstract Review Process, abstracts are required to be submitted for HQ review for all proposed reimbursable partnership agreements where the price is less than full cost. Some of the authorities permitting other than full cost reimbursement are discussed below.

#### **i. Space Act Agreement Pricing**

Agreements executed under NASA's Space Act authority may allow for waived costs under certain circumstances. Waived costs are costs incurred to perform the work associated with a reimbursable agreement but not charged the partner on the basis that there is a benefit to NASA from the activity. These costs are included in the estimated full cost of the agreement, but are reflected as a price adjustment in the EPR. NASA may only consider cost waivers where NASA appropriated funds can be used for the activity in question. In making this purpose determination, the agreement initiator should work closely with the funding organization, Center CFO, and Center Chief Counsel's office.

Per NPR 9090.1, the EPR may be used as the official cost waiver request and approval document. The EPR should contain the full cost of the agreement, the proposed price adjustment, and the final price to the partner. EPRs citing cost waivers are also required to contain a justification identifying the program/project fund for the waived costs and demonstrating a quantifiable benefit to NASA that may be used by the Signing Official in their consideration for approval.

#### **ii. Commercial Space Launch Act Pricing**

One authority that provides for (actually mandates) other than full cost pricing is the Commercial Space Launch Act (CSLA). The CSLA authorizes NASA to provide commercial launch or reentry services and charge only the direct costs of the activity. As identified in the Full Cost Reimbursement section above, direct costs are those costs that can be associated unambiguously with a commercial launch or reentry effort and which the Federal Government would not incur if there were no commercial launch or reentry effort. Costs that cannot be unambiguously associated with a commercial launch or reentry effort or which the Government would incur anyway shall not be included in the CSLA price. However, all costs, both direct and indirect, should be included when determining the full cost of the agreement and recorded under the price adjustment column of the EPR as "Excluded Cost." Additional services outside of the CSLA scope may also be offered, but those typically are offered as full cost reimbursable Space Act Agreements. See NPR 9090.1 for additional information on CSLA pricing.

#### **iii. Other Agreement Pricing**

While less common, NASA also has authority to enter into agreements for pricing other than full cost with commercial partners in certain circumstances. For example, NASA has authority to enter into market-based pricing (fair market value), which may be above or below full cost, for real property agreements under Enhanced Use Lease (EUL) authority (see NPR 8800.15). EUL authority also permits NASA to retain and use the net proceeds above its full costs.

Leases under the National Historic Preservation Act (NHPA) are another example. Such leases relate to historic properties owned by NASA that are either on the National Register of Historic Properties (NRHP), eligible for registration on the NRHP, or are on the official NRHP survey for a Historic District as a contributing property. Proceeds from NHPA leases may be used to defray

administrative cost, maintenance and repair, code upgrades and certain other directly related lease expenses incurred by the Agency, by the revenue-generating historical lease asset, or other NRHP-listed property under NASA's jurisdiction or control.

#### References

NPR 9090.1, Reimbursable Agreements

NPD 1050.1, Authority to Enter into Space Act Agreements, and NAII 1050-1, Space Act Agreements Guide.

## 4. Competition with the Private Sector

It is NASA policy not to provide services, goods, property, or resources to entities outside of the Federal Government when doing so would constitute NASA competing with the U.S. private sector. In other words, NASA does not enter into reimbursable partnership agreements, for example, when the partner could reasonably obtain NASA's contribution from a domestic commercial entity instead. This requirement is embodied in the National Space Policy of the United States of America (June 28, 2010), which directs the Federal Government to "purchase and use commercial capabilities and services to the maximum practical extent when such capabilities and services are available in the marketplace and meet U.S. Government requirements... and to refrain from conducting U.S. space activities that preclude, discourage, or compete with U.S. commercial space activities, unless required by national security or public safety."

In short, NASA reimbursable partnerships with non-Federal partners should not be formed when an equivalent service, good, property, or resource is reasonably available in the U.S. private sector, even if at a higher cost to the partner. Determining whether a service or resource is "reasonably available" includes consideration of the uniqueness of NASA technical capability, timeliness of the service/resource, whether a partner would be required to obtain such services from one of its competitors, and other factors, but typically would not take price into consideration.

Fundamentally the question to ask is, if NASA performs the service, would NASA be taking work away from a domestic commercial supplier?

If so, then NASA runs the risk of harming the development of a domestic market for such services. By limiting NASA's reimbursable services to only those that are not otherwise available in the domestic market, we avoid the risk of competing with emerging service providers. NASA should not provide services just because it is "smarter" or "better" or "more experienced" than the other domestic suppliers, because to do so would prevent those suppliers from increasing their proficiency. Finally, the fact that NASA has a unique facility or capability does not justify a partnership unless the proposed activity requires those unique features. No such prohibition exists for NASA being in competition with other Federal agencies or international entities.

NASA must be able to make a clear and supportable conclusion that the Agency would not compete with the private sector if it were to perform a particular service or permit use of a particular asset. Such a conclusion may be supported by market research, the particular knowledge of NASA personnel, or a credibly documented assessment performed by the proposed partner.

#### Points of Contact:

Questions on this topic can be addressed to the Center Agreement Manager, the Center Office of the Chief Counsel, or the NASA Partnership Office.

#### References

NASA's policy regarding not competing with the U.S. private sector can be found in NPD 9080.1, Review, Approval, and Imposition of User Charges, is based on OMB Circular A-25, and is also rooted in the National Space Policy of the United States of America (June 28, 2010). A more extensive and operative discussion of the policy can be found in the Space Act Agreements Guide (SAAG), NAII 1050-1, Section 1.5, Reimbursable Agreements.

## 5. Conflicts of Interest

The Agreement Manager and other NASA officials involved in the agreement formulation process must ensure that all partnership agreements are handled in a fair and consistent manner. This applies throughout the entire agreement process, from initiation through execution and performance. Federal ethics laws and standards of conduct require that NASA employees avoid unjustifiable favoritism, whether actual or perceived, in dealing with potential partners. Since signed partnership agreements are generally subject to public review, outside entities may judge the fairness of NASA treatment of partners by comparing similar agreements. Similarly situated persons should be treated alike and have equal access to NASA resources. It follows then, that NASA employees and contractors in a position to influence the establishment or administration of partnership agreements cannot have any actual or perceived conflict of interest regarding potential partners. If there is actual or perceived opportunity for private gain, or the likelihood of conflicting financial interests arising from any provisions of the agreement, this must be avoided. Similarly, if as a consequence of participating in a partnership agreement with NASA, a partner is involved in setting or establishing the parameters or requirements of a future NASA acquisition or procurement, or is perceived to have been so involved, such work may result in an organizational conflict of interest for that partner if and when NASA proceeds with such acquisition/procurement, and the partner would be precluded from involvement therein.

If there is any question regarding conflict of interest, including organizational conflicts of interest, the Headquarters Office of the General Counsel or Center Office of the Chief Counsel, as appropriate, should be consulted as soon as possible. Actions, such as recusing oneself from activities related to a given partnership, may be necessary.

### Points of Contact

Questions on this topic can be addressed to the Agreement Manager, the Headquarters Office of the General Counsel or Center Office of the Chief Counsel, or the NASA Partnership Office.

### References

Space Act Agreements Guide, NAI 1050-1, Section 1.3

NASA Ethics Web site: [http://www.nasa.gov/offices/ogc/general\\_law/ethicsfaq.html#conflicts](http://www.nasa.gov/offices/ogc/general_law/ethicsfaq.html#conflicts)

## 6. Partnerships Benefitting Foreign Commercial Entities

NASA's Strategic Plan (NPD 1001.0C), as well as several important pieces of legislation and national policy directives, explicitly encourage international cooperation when such collaboration is appropriate; offers significant technical, scientific, or economic benefits; or advances U.S. foreign policy objectives. However, these documents also contain specific directives regarding the preservation of the role of the U.S. as a leader in aeronautical and space science and technology, enhancing the competitiveness of U.S. industry, and strengthening the U.S. industrial base. Given these competing interests, the former Partnership Council (PC)<sup>3</sup> implemented a policy and procedural framework for determining when it is appropriate to partner on activities that benefit foreign commercial entities (see PC Decision Memo PC-2015-08-001 dated February 11, 2016 at [https://inside.nasa.gov/system/files/pc-2015-08-001\\_policy\\_framework\\_regarding\\_benefitting\\_foreign\\_commercial\\_entities\\_decision\\_memo.pdf](https://inside.nasa.gov/system/files/pc-2015-08-001_policy_framework_regarding_benefitting_foreign_commercial_entities_decision_memo.pdf)).

<sup>3</sup> The Partnership Council was retired and replaced with the Acquisition Strategy Council via a NASA Executive Council decision on October 16, 2018.



The framework provides that proposed partnerships<sup>4</sup> that could result in a competitive advantage to foreign commercial entities<sup>5</sup> over U.S. industry must be carefully evaluated and will only be approved on a case-by-case basis when deemed by the Deciding Official to be in NASA's and the Nation's best interest. The Deciding Official will be the cognizant Headquarters Mission Directorate Associate Administrator or Office Chief (that is, Chief Engineer, Chief Scientist, or Chief Technologist) for such proposed partnerships that fit exclusively within their programmatic areas of responsibility. However, in certain circumstances, the Acquisition Strategy Council (ASC) Chairperson will serve as the Deciding Official.

In determining whether an activity would be expected to result in a competitive advantage to a foreign commercial entity, the Deciding Official will assess the relevant technical, business, and legal considerations based on the information provided by the initiating Center, Headquarters Office, and others as part of the abstract to be submitted to the Partnership Office (see Section IV.A.4, Headquarters Abstract Review Process). Such partnerships will be approved only if the Deciding Official determines that one or more of NASA's objectives as described in the Space Act are significantly advanced, U.S. industry is able to maintain competitiveness with foreign entities, and the proposed partnership is in the best interests of NASA and the nation.

The full text of the Policy and Operational Framework is provided as Appendix 3 to this guide and can also be found at: [https://inside.nasa.gov/system/files/revised\\_policy\\_and\\_operational\\_framework\\_for\\_proposed\\_partnerships\\_benefitting\\_foreign\\_commercial\\_entities.pdf](https://inside.nasa.gov/system/files/revised_policy_and_operational_framework_for_proposed_partnerships_benefitting_foreign_commercial_entities.pdf).

## 7. Intellectual Property — Data Rights and Inventions

It is NASA's policy that partnership agreements allocate any intellectual property rights created under the partnership.

NASA's goal is to be consistent in how it addresses intellectual property rights across the Agency and with its partners. This effort is carried out by the use of standard clauses employed in partnership agreements. For example, standard clauses for partnership agreements are provided in appendices of the Space Act Agreements Guide, NAI 1050-1, and the Cooperative Research and Development Agreement Program Information Package (CRADA PIP), NAI 1050-2, and are reflected in the Agency's Partnership Agreement Maker (PAM) system<sup>6</sup> used to draft such agreements. These standard clauses are usually used without any changes. Any deviations from the standard intellectual property clauses should be reviewed by the Headquarters Office of the General Counsel or Center Office of the Chief Counsel, as appropriate.

Guide, NAI 1050-1, Section 2.2.10, Intellectual Property Rights. Coordination with NASA Headquarters Office of International and Interagency Relations and Office of the General Counsel will also be necessary.

---

<sup>4</sup>For purposes of this framework, "partnerships" include SAAs, CSLAs, EUL agreements, CRADAs, and any other nonprocurement type partnership instrument. It does not include procurement instruments such as contracts, grants, and cooperative agreements, which are governed by the FAR and other guidance and procedures. Nor does it include partnerships directly with foreign governments.

<sup>5</sup>"Foreign commercial entity" means a corporate or other commercial entity that is not established under a state or Federal law of the United States. "Benefitting a foreign commercial entity" means that a foreign commercial entity could have access to and use of end products (including data) resulting from a partnership agreement with NASA, either directly or through common corporate ownership with a U.S.-based subsidiary.

<sup>6</sup>Formerly known as the Space Act Agreement Maker (SAAM) system.

The considerations for data rights and inventions are relatively numerous and complex. Consultation with the Office of the General Counsel or Chief Counsel, as appropriate, is necessary for establishing these aspects of agreements and ensuring that the proper clauses are incorporated into an agreement.

#### **a. Data Rights**

The standard clauses are structured to facilitate the exchange of data necessary for the performance of work under the agreement, while providing for the protection of any proprietary data that is exchanged or developed. Generally, provisions are made to protect data created by NASA if the data in question would have been proprietary if created by the partner rather than NASA; such protections can, by law, exist for up to five years, although NASA usually offers one to two years of protection. In addition, the partner may assert copyright in its works of authorship created under the agreement, but the partner is required to grant NASA a license in the copyrighted material.

#### **b. Invention and Patent Rights**

When a partnership activity results in an invention, title to the invention typically remains with the inventing party. However, it is important to note that a number of particulars of the specific partnership arrangement could potentially influence the exact implementation of invention ownership, patenting, and licensing. For example, it could impact how inventions made by NASA support service contractors are handled. Specifics for partnership variations are found in Space Act Agreements Guide, NAI 1050-1, Section 2.2.10.3, and in the Cooperative Research and Development Agreement Program Information Package (CRADA PIP) NAI 1050-2, Section 2.10.2.

#### **Points of Contact**

Questions on this topic can be addressed to the Agreement Manager, the Headquarters Office of the General Counsel or Center Office of the Chief Counsel or the NASA Partnership Office.

#### **References**

NPD 1050.1, Authority to Enter into Space Act Agreements

NAI 1050-1, Space Act Agreements Guide

NPD 1050.2, Authority to Enter into Cooperative Research and Development Agreements

NAI 1050-2, Cooperative Research and Development Agreement Program Information Package

## **8. National Environmental Policy Act and Other Environmental Considerations**

#### **a. National Environmental Policy Act Considerations**

The National Environmental Policy Act (NEPA) of 1969, as amended (42 U.S.C. §4321 et seq.), establishes national policy and procedures for the protection, maintenance, and enhancement of the environment. It requires NASA to integrate environmental considerations into Agency decisions before taking action. NASA actions include all programs or projects that are financed (even partially), assisted, conducted, regulated, approved or permitted by NASA. Therefore, NASA initiators of partnership activities must take NEPA requirements into consideration and discuss with potential partners during the agreement formulation phase and throughout performance of the partnership activity as necessary.

The NASA NEPA Manager can advise and assist in the completion of any NEPA-related requirements impacting partnership activities. Please contact Ms. Tina Norwood, NASA NEPA Manager, at (202) 358- 7324 or by e-mail at [tina.norwood-1@nasa.gov](mailto:tina.norwood-1@nasa.gov) if you have questions concerning NASA environmental compliance requirements. A list of Center NEPA Managers is also available at <http://www.nasa.gov/agency/nepa/NEPATeam.html>.

## **b. Environmental Due Diligence & Liability**

Generally, unless liability is waived by the other party, each party is responsible for damages arising from its own actions. Depending on its scope and complexity, a partnership arrangement with NASA may need to address liability and the risk of loss. If the partnership activity presents the potential for damage to persons or property, NASA and the potential partner will need to discuss how those risks should be allocated. If the partner proposes to use hazardous materials at a NASA facility, the parties will need to assess the current condition of the property. In instances where there is a reasonable risk of significant damage to NASA property, also known as a high-risk activity, partners are required, at no cost to NASA, to maintain throughout the term of the agreement, insurance to cover the loss of or damage to U.S. Government property as a result of any activities conducted under the agreement. When these clauses (2.2.9.4.2 or 2.2.9.4.3 in NAI 1050-1) are used in a Space Act Agreement, damage is defined to include “damage to, loss of, or loss of use of any property; soil, sediment, surface water, ground water, or other environmental contamination or damage; loss of revenue or profits; other direct damages; or any indirect, or consequential damage arising therefrom.”

## **9. Export Control**

NASA’s Office of International and Interagency Relations (OIIR) is responsible for administering the Agency’s Export Control Program. U.S. Government export control laws and regulations restrict the transfer of certain sensitive goods, services, software, technical data, and technology to foreign entities. The Arms Export Control Act of 1976 governs the export and import of defense articles and defense services. The Department of State implements this statute via the International Traffic in Arms Regulations (ITAR), 22 CFR §120-130. The Export Administration Act of 1979, in turn, generally governs the export of dual-use and certain military items. Department of Commerce implements this statute via the Export Administration Regulations (EAR), 15 CFR §730-774.

In 1995, NASA established its Export Control Program and published NASA Procedural Requirement (NPR) 2190.1, NASA Export Control Program, which outlines specific requirements for NASA Centers and Programs to follow. This NPR required the designation of Center Export Administrators (CEA) to provide guidance and assistance with export compliance issues at each Center, and a Headquarters Export Administrator (HEA) to provide overall Agency programmatic guidance and oversight. In 2015, NASA released its Export Control Operations Manual (NAI 2190) to provide specific operational instructions on how to conduct various export control compliance activities. Additional information on NASA’s Export Control Program can be found at the Inside NASA Export Control Program Web site (<https://inside.nasa.gov/nasaexportcontrol>).

## **10. Foreign National Access Management**

NASA partners with corporations, educational institutions, and governments across the globe in pursuit of NASA’s vision to reach new heights and reveal the unknown for the benefit of all humankind. Such partnerships often include on-site or remote collaboration with foreign nationals, which may involve access to NASA facilities or other assets. NASA’s Foreign National Access Management (FNAM) Program is devoted to maximizing the benefits of our international partnerships while mitigating risks to the Agency and nation and ensuring compliance with U.S. laws and regulations. The FNAM Program is NASA’s primary vehicle for managing foreign national access across the Agency, led by the Office of Protective Services and in cooperation with the Office of International and Interagency Relations (OIIR) and the Office of the Chief Information Officer (OCIO).

NASA employees and contractors who collaborate or work with a foreign national (including activities related to NASA partnerships) are responsible for complying with all foreign national access management, export control, physical, and IT security requirements. Protecting NASA's assets, including personnel, facilities, technology, and data, is the responsibility of each NASA employee and contractor. When there is an international agreement in place, it addresses aspects of foreign national access to NASA facilities and IT systems.

Key considerations in managing partnerships involving access to NASA assets by foreign nationals:

- A request for a foreign national to visit NASA and access NASA physical and/or logical (information technology) assets including personnel, facilities, systems, and/or equipment/property must be submitted in the Identity Management and Account Exchange (IdMAX) system.  
<https://idmax.nasa.gov>.
- The request must be reviewed and sponsored by a NASA Civil Servant functioning in the role of Sponsor in IdMAX. The Sponsor will work with Center Protective Services (CPS) and other reviewers to manage the request including identifying all assets to which the foreign national will need access.
- CPS, in coordination with Center Export Control Staff (ECS) and the Center OCIO, will review the request and requested access permissions, and determine appropriate vetting requirements.
- Foreign nationals visiting NASA Centers will undergo identity vetting and background checks, based on access needs and visit duration prior to admission to the Center. Your Center's International Visit Coordinator (IVC) and ECS will conduct these checks. A list of Center IVCs and a link to ECS resources can be found on the FNAM Program Web site at <http://www.hq.nasa.gov/office/ops/nasaonly/internal/FNAM>.
- An escort will be assigned to any foreign nationals visiting NASA who require escort. Escort requirements will be determined by CPS/ECS. Additional information for escorts and escort requirements can be found in the FNAM Program Operations Manual and on the FNAM Program Web site.

Policy requirements for foreign nationals visiting NASA, in accordance with all applicable U.S. Government rules and mandates, can be found in NPR 1600.4, Identity and Credential Management, with specific attention to chapter 4 for foreign nationals. The FNAM Program Operations Manual, available on the FNAM Program Web site, provides implementing guidance for NPR 1600.4, including best practices and real-life examples. The FNAM Program Web site contains additional supporting materials including an internal brochure describing the guidance in the operations manual and an external brochure providing guidance to foreign nationals visiting NASA.

## 11. NASA Transition Authorization Act of 2017

The NASA Transition Authorization Act of 2017 (NTAA), Public Law 115-10, was signed into law on March 21, 2017. Section 841 of the NTAA imposes several new procedural requirements on NASA Space Act Agreements (SAAs), which is defined in the Act as agreements executed under NASA's "Other Transactions Authority" of the Space Act (51 U.S.C. § 20113(e)). NTAA Section 841 encompasses five paragraphs:

#### **a. Sense of Congress**

States that “when used appropriately, [SAAs] can provide significant value in furtherance of NASA’s mission”;

#### **b. Funded SAAs**

Requires that NASA “seek to maximize the value of contributions provided by other parties under Funded [SAAs]”;

#### **c. Non-Exclusivity**

Requires that SAAs be issued on a nonexclusive basis “to the greatest extent practicable” and imposes specific requirements pertaining to exclusive SAAs;

#### **d. Transparency**

Requires that each SAA (redacted as necessary) be posted to a public Web site along with specific information for each SAA; and

#### **e. Annual Reports**

Requires an annual report to Congress not later than 90 days after the end of each fiscal year with various information about the Agency’s SAAs.

The NTAA requirements do not apply to partnership agreements done under other legal authorities such as the Commercial Space Launch Act, the Economy Act, or other sections of the Space Act apart from the “Other Transactions Authority” section.

The NTAA Section 841 requirements are addressed in detail in NASA’s Space Act Agreements Guide (NAII 1050-1) and are also referenced throughout this guide as applicable.

## **12. Term of Agreements**

Partnership agreements are generally limited to one 5-year term because commitment of resources further into the future may be problematic due to changing budgets and program objectives. For the same reason, use of an automatic renewal provision in an agreement or an open ended term without a definitive end date is also problematic.

If the agreement initiator seeks to establish an agreement that provides for the possibility of a term longer than 5 years because it is believed that a longer term is essential to the fundamental objectives of the agreement, early consultation with and concurrence from the Office of Chief Counsel or Office of General Counsel, as appropriate, is required. For agreements that are with an interagency partner, with a foreign entity, or for the benefit of a foreign entity, early consultation and concurrence from the Office of International and Interagency Relations is also required.

For Annexes under umbrella agreements (see section IV.A.10 of this guide), the term of the Annex may not extend past the end date of the umbrella agreement under which it is issued.

## **13. Agreement Administration**

Effective administration of a partnership agreement is critical for the success of a partnership activity. This is true for all Agency partnership activities regardless of the subject matter, agreement type, partner type, period of performance, etc.

The NASA Agreement Manager plays a key role in agreement administration responsibilities, but is not solely responsible for performance of such functions. Rather, the Agreement Manager is expected to interface with other applicable NASA staff involved with the activity to ensure that the agreement is being effectively utilized and strategically managed to achieve the objectives of the agreement, and that the official agreement records for the activity are accurate and up to date. Effective agreement administration necessitates involvement from the designated Technical Lead, other key program/project personnel for the agreement, and the Center OCFO. Representatives from other Center functional offices (e.g., real property, logistics, legal, OSMA, etc.) may also need to be involved depending on the nature and specific aspects of the activity.

Agreement Managers, in coordination with these other NASA staff, are responsible for periodically reviewing the agreements under their custodianship to ensure that they are accurate and up to date. Such reviews could take the form of meetings, teleconferences, components of broader program reviews, etc. The reviews should consider whether there have been any changes for the partnership activity that may necessitate updating the official agreement records in regard to:

- the stated term of the agreement (and whether it may need to be extended or perhaps terminated sooner than stated);
- the NASA or partner responsibilities;
- schedule and milestones;
- financial obligations; and
- other aspects, as applicable, including potential disputes or mishaps (e.g., injuries, equipment failure, property damage, etc.).

The frequency of such reviews for a particular agreement will vary depending on the specific aspects of the agreement, including the scope, term, criticality, level of resource commitments involved, and other factors.

Additional resources are available in the “Partnerships Guidance” section of the NASA Partnerships Community of Practice Web site (<https://inside.nasa.gov/pacop/home/index.html>).



## B. Topic-specific Considerations

### 1. NASA Aircraft, Airfield, and Airspace Operations

NASA Procedural Requirement (NPR) 7900.3, Aircraft Operations Management Manual, Chapters 2, 3, 5 and 6, can assist in developing a partnership agreement which involves aircraft, airspace, or airfield operations. Due to the extremely dynamic range of operations and activities related to aviation operations, all such activities must be coordinated with the supporting Center Flight Operations Office and Center Safety and Mission Assurance/Range Safety Office or the NASA Headquarters Aircraft Management Division (AMD) and Office of Safety and Mission Assurance (OSMA). Also, the Center Office of the Chief Counsel or Headquarters Office of General Counsel can provide assistance on any related legal issues. NASA personnel interested in engaging in partnership activities involving aircraft operations are encouraged to engage those offices as early as possible in the agreement formulation process.

*Some types of partnerships involve unique considerations due to the specific issues involved.*



Title 49 Section 40102(a)(41) of the United States Code provides the definition of “Public Aircraft” and Section 40125 provides the qualifications for public aircraft status. These statutory provisions provide the legal basis for operation of public aircraft. Based on a determination in accordance with these statutory provisions, the operation of an aircraft or unmanned aircraft system (UAS) on a NASA endeavor or in partnership with another entity may place all operational and oversight responsibilities on NASA, even if the aircraft is owned, loaned, or leased by the partner or other non-NASA entity.

For agreements that involve UAS or high-power amateur rockets, where a NASA legal determination has been made that NASA has responsibility for operations, operational oversight and implementation of the range safety requirements. Therefore, such activities must be conducted in accordance with:

- NPR 7900.3, Aircraft Operations Management Manual, Chapter 5, UAS Operations
- NPR 7900.3, Aircraft Operations Management Manual, Chapter 6, Aviation Safety
- NPR 8715.3, NASA General Safety Program Requirements, Chapter 4, Aviation Safety
- NPR 8715.5, Range Flight Safety Program

If there is a UAS operation, where a NASA legal determination has been made that NASA has responsibility for operations, the following NASA responsibilities must be included in the partnership agreement if appropriate for the operation:

- NASA will document investigation responsibilities with the UAS operation in case of an incident or mishap
- NASA will provide air worthiness reviews
- NASA will provide flight readiness reviews
- NASA will provide Range Safety Personnel (Range Safety Officer (RSO)) for oversight during flights.

Where a NASA legal determination has been made that NASA has responsibility for operations, NASA may also provide services that are needed to meet NASA and FAA rules and regulations for flight testing, including, but not limited to:

- Completion and submission of regulatory compliance documents (for example, Memorandum of Agreement or Certificate of Authorization files, updates, reports, or other required paperwork)
- Assurance that aircraft are FAA registered and have a tail number

In case of an incident or mishap during the agreement duration, the agreement needs to clearly address who is responsible for performing the reporting, investigation, and recordkeeping when a mishap occurs. This is determined by who has operational control of the activity. If NASA maintains operational control, NASA is responsible for all mishap reporting requirements per NPR 8621.1, NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping. If the partner has operational control, the partner is responsible for all mishap reporting requirements.

Activities involving NASA's use of UAS must also be in compliance with NASA's policies and procedures to maintain privacy safeguards, civil rights and civil liberties protections, accountability, and transparency.

Information on these policies and procedures is available via the relevant NASA Policy Directive (NPD) and NASA Procedural Requirements (NPR) documents in the NASA Online Directives Information System (NODIS).

#### POC for Aircraft Operations, Aviation Safety, Range Safety, Mishap Management

---

Headquarters AMD

POC-Norman Schweizer/Aircraft Operations Manager

NASA Headquarters, Office 2X53

[norman.s.schweier@nasa.gov](mailto:norman.s.schweier@nasa.gov)

Phone: 202-358-1134

Headquarters OSMA

POC-John LaPointe/Aviation Safety Manager

NASA Headquarters, Office 5C77

[john.p.lapointe@nasa.gov](mailto:john.p.lapointe@nasa.gov)

Phone 202-358-2981

Headquarters OSMA

POC-Sandra Hudson/Range Safety Program Executive

NASA Headquarters, Office 5C77

[sandra.m.hudson@nasa.gov](mailto:sandra.m.hudson@nasa.gov)

Phone 202-358-2508

Headquarters OSMA

POC-Gerry Schumann/Mishap Program Executive

Kennedy Space Center

[gerald.d.schumann@nasa.gov](mailto:gerald.d.schumann@nasa.gov)

Phone 321-861-2312

#### Reference Links

---

NPR 7900.3, Aircraft Operations Management Manual

NPR 8621.1, NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping

NPR 8715.3, NASA General Safety Program Requirements

NPR 8715.5, Range Flight Safety Program

Federal Management Regulation 102-33, Management of Government Aircraft

Title 14, CFR Parts 1-199, Federal Aviation Administration (FAA) Federal Aviation Regulations

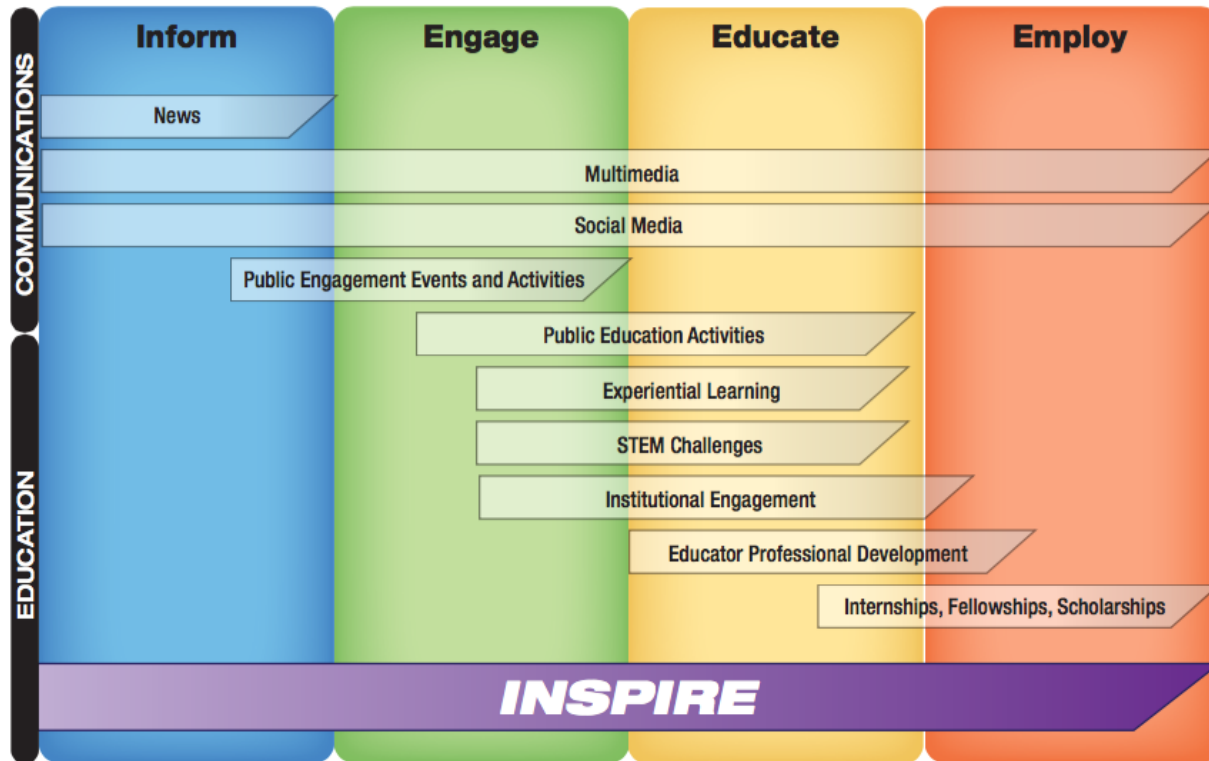
FAA Advisory Circulars ([https://www.faa.gov/regulations\\_policies/advisory\\_circulars/](https://www.faa.gov/regulations_policies/advisory_circulars/))

## 2. Communications, Cobranding, and Public Engagement Activities

### a. Differentiating Between Public Engagement and Education

The Continuum of Communications and Education Interactions and Experiences graphic below illustrates the inherent overlap with the types of activities conducted by NASA's Office of Communications (OComm) and Office of Education.

Continuum of Communications and Education Interactions and Experiences



Determining whether a partnership is an education partnership or strictly public engagement (or public outreach) is important when determining what NASA Headquarters office and Center representatives should be involved in reviewing the partnership.

Please refer to the following definitions and criteria to place proposed partnership activities:

- **Education.** Comprises those activities designed to enhance the teaching and learning in science, technology, engineering and mathematics (STEM) content areas using NASA's unique capabilities with the intent to increase learning, to educate learners on specific STEM content areas and to impact the Nation's future STEM workforce. An interdisciplinary approach to learning where academic concepts are coupled with real-world lessons or contexts that make connections for the learning experience.
- **Communications.** Comprises the comprehensive set of functions necessary to effectively convey and provide an understanding of NASA's work, its objectives, and benefits to target audiences, the public and other stakeholders, including NASA employees. This includes a diverse, broad, and integrated set of efforts: media services, multimedia products and services (including Web, social media and nontechnical publications) and public engagement activities and events. These efforts are intended to promote interest and foster participation in NASA's endeavors, and to develop exposure to — and appreciation for — STEM.

The following examples further explain the distinctions between education and communications activities.

Function	Scope
Communications	Activities targeting general public audiences with intended outcomes to inform and engage about/in NASA's mission and work.
Education	Activities generally targeting educators and students with intended outcome to enhance the teaching and learning in STEM content areas using NASA's unique capabilities.
Function	Primary Objective
Communications	The objective is to raise awareness of, or interest, and/or involvement in, NASA, its goals, missions, and/or programs, and to develop exposure to and appreciation for STEM.
Education	The objective is to enhance the teaching and learning in STEM content areas using NASA's unique capabilities and to expand the Nation's future STEM workforce.
Function	Audience
Communications	General public or targeted audience (that could include students and their families).
Education	Educators, faculty, students, and their families, learners of all ages.
Function	Content
Communications	Content is generally oriented to a general public audience, with elements to build an awareness of the value of STEM.
Education	STEM content, educational standards, and/or curriculum play a key role in developing content and/or design and explore topics in-depth.
Function	Staffing
Communications	Staff and/or speakers/facilitators are trained to engage participants, and actively work to inspire and energize the target audience.
Education	Staff and/or speakers/facilitators are trained or qualified in STEM/education fields, and actively work with participants to further enhance their understanding and increase the educational value of the experience, visual, or activity.
Function	Supplemental Resources and Materials
Communications	Resources and materials for a general public and/or target audience to inform and engage using NASA content.
Education	STEM based educational resources, materials, and/or handouts are used to supplement and enrich the experience, visual, or activity.

If the partnership is public engagement or outreach, please refer to the following guidance in this subsection. If it is education or involves an education component, please refer to the following subsection entitled Education Activities. If the activity involves both education and public engagement, or if you are unsure which category your activity falls under, please refer to both sections for coordination guidance.

#### b. Coordination of Communications and Public Interest Partnerships

Any NASA partnership involving communications (media, multimedia, or public engagement and outreach), or other high visibility partnerships likely to result in media or public attention, should be coordinated with NASA Headquarters OComm and your Center communications office early in the agreement process to ensure they are aware of the substance of the agreement and are consulted on any plans for public announcement. For partnership agreements, this coordination might include the submission of an abstract if required by the criteria established in Section IV.A.4, Headquarters Abstract Review Process, of this guide and identifying OComm as an “affected stakeholder office” in the abstract. If an abstract is not required based on the criteria, the initiator should still coordinate directly with their Center communications office and the relevant media contacts in NASA Headquarters OComm.

Any communications partnerships and associated content, activities and events primarily intended to inform the public on NASA's missions should also be aligned with the Agency's communications priorities (<http://communications.nasa.gov/content/communications-products>).

Examples of partnerships that need to be coordinated with your Center communications office, or Headquarters OComm for Headquarters agreements, include:

- Any partnership agreement committing NASA resources, including use of facilities, technical support, or other efforts that are likely to attract coverage or interest from the media
- Agreements that cover public outreach programs, events, or activities (such as conferences, workshops, large-scale events, and other public programs) that involve social media, NASA speakers, or virtual engagement with the public, to include any nontechnical materials that will be distributed to the public
- NASA involvement in citizen science activities and prizes and challenges
- Any other agreements that include a media, multimedia, or public engagement or outreach component.

Finally, all media or public engagement or outreach partnerships that are to be negotiated and executed in support of programs or projects should be included in the required communications plan for the program or project, per guidance and the Communications Plan Template associated with NPR 7120.5E (see references), and coordinated with Headquarters OComm.

### c. Coordination of Partnership Announcements

Any announcements or products relating to a NASA partnership should be coordinated in the planning phase with your Center communications office, Headquarters OComm, and appropriate Mission Directorate outreach office. For interagency or international activities, the Office of International and Interagency Relations should also be consulted. In coordination with the external partner and the Agency project lead, the appropriate NASA communications contacts will assess both the timing and what kinds of products and activities are needed to announce and promote the partnership and related activities. The goal of this coordination is to produce a shared plan, and general awareness of the partnership and related activities.

Please also see Section IV.A.6 of this guide regarding guidance pertaining to the Notice of Significant Partnership Action (NOSPA).

Public, media, and social media products for the announcement or promotion of any partnership activity may take different forms. Determination of the format for a specific product will be made in coordination with Headquarters OComm.

All NASA products intended for public release must adhere to the NASA Stylebook (current edition — March 2016). Please coordinate timing of NASA and partner products and communications activities with the relevant Center communication office's Public Affairs Officers.

NASA's standard operating procedure is to not issue joint releases with partners. Each organization may issue their individual releases, with shared language and quotes as appropriate. These products should be coordinated with the appropriate offices and individuals in each organization. Other than fact checking, NASA does not edit other organizations' products and does not change our products to fit other organizations' style or process. We do not allow the use of the NASA logo on other organizations' news products.

#### **d. NASA Insignia (Logo) Use and Cobranding**

Strict regulations govern the use of the NASA Insignia in accordance with the Code of Federal Regulations (14 CFR Part 1221) and the Space Act, as well as other laws and regulations. In general, NASA does not endorse any commercial product, activity, or service. Use of the NASA name, initials or NASA emblems — including the NASA Insignia, the logotype (retired in 1992 and also known as “the worm”), and the NASA Seal — must be reviewed and approved by the Associate Administrator for Communications or designee.

The use of NASA’s Insignia by a partner under a partnership agreement must conform to the general rule that the Insignia is used to designate NASA property and NASA activities, and that NASA may not endorse a commercial activity. Partners are generally not permitted to use the NASA Insignia on their private Web site, on packaging for any commercial products, or on promotional materials, because those are contrary to permitted uses under regulation and because of endorsement implications. However, in certain rare cases for proposed uses which are not expressly permitted by regulation but which are not contrary to ethics standards, a waiver from the Associate Administrator for Communications may be granted. A waiver request should be submitted in writing to the Associate Administrator for Communications or designee for consideration. If Insignia use restrictions are waived, written justification must be submitted to the Office of the General Counsel by the Associate Administrator for Communications or designee.

A noncontractor partner who is cofunding an activity with NASA may use the NASA Insignia in certain instances to recognize the association with NASA. In this instance, NASA Insignia use is considered less an endorsement and more a factual recognition of NASA being a contributing partner. This use must be reviewed and approved in advance by the Associate Administrator for Communications or designee.

Please contact the Film, TV, and Multimedia Manager in Headquarters OComm for approval of NASA Insignia use.

#### **e. Film, TV, Multimedia, and Entertainment-Oriented Partnerships**

Headquarters OComm authorizes NASA participation in film, TV, and other multimedia collaborations in accordance with NPD 1383.2, NASA Assistance to Non-Government, Entertainment-Oriented Motion Picture, Television, Video & Multimedia Productions/Enterprises, & Advertising. All external requests for filming on NASA property should be directed to the Associate Administrator for Communications’ designee (OComm’s Film, TV, and Multimedia Manager) with a treatment (summary) of the project included, as outlined in the Agency’s media usage guidelines. However, before a treatment can be considered for eventual NASA participation, funding and distribution must be in place in advance. NASA does not participate in speculative projects (i.e. projects without funding and distribution).

Most documentaries do not require a Space Act Agreement (SAA). However, most fictional feature film projects do require one. Typically, an SAA is required when there is a need to lay out what is expected of both parties in terms of shoots, clearances, protection of NASA’s appearance in a fictional storyline, and so on, or when the agreement contemplates use of NASA resources or funding. A formal agreement may also be needed when the parties plan for an ongoing collaboration for education or public engagement and outreach activities beyond routine appearances or interviews.

The OComm Associate Administrator’s designee will work with a Center’s communications office to provide guidance on whether a partnership agreement may be necessary, or if simply a location release is appropriate or no agreement at all. Approval for determining and implementing the type of



agreement resides with the OComm Associate Administrator’s designee (Film, TV, and Multimedia Manager). In most cases, the NASA signatory for the Space Act Agreement will be the Associate Administrator for Communications or the Deputy Associate Administrator for Communications.

Please consult the Agency’s internal “Guidelines for Space Act Agreements for Film, TV, Multimedia, and Entertainment-oriented Collaborations” for more detail (<http://communications.nasa.gov/content/nasa-comm-guidelines>).

When in doubt about whether a formal partnership agreement such as an SAA is needed, or in any case where a proposed partnership involves a major media partner (such as National Geographic, IMAX, Disney, 20th Century Fox, CBS, NBC, Discovery, and so on), initiating organizations should contact NASA Headquarters OComm’s Film, TV, and Multimedia Manager for further guidance and coordination.

#### **f. Exhibits Partnerships**

Partnerships involving NASA exhibits or artifacts should be coordinated in advance with the Headquarters OComm Exhibits and Artifacts Manager and, for proposals originating at a Center, the relevant Center Exhibits Manager. For any proposed partnerships involving NASA assistance on exhibits or artifacts requiring an abstract submission based on the criteria in this guide’s Section IV.A.4, Headquarters Abstract Review Process, OComm should be identified as an “affected stakeholder office” in the abstract along with any other Headquarters affected stakeholder offices (e.g., OIIR for proposals involving foreign entities or contemplating foreign destinations).

NASA’s Exhibits and Artifacts program is governed by NPD 1387.1, NASA Exhibits Program, and the associated procedures outlined in NPR 1387.1, NASA Exhibits Program. Requests for exhibit and artifact loans can be made through the Agency’s public Web site: <http://www.nasa.gov/about/exhibits/index.html>.

In general, traveling exhibit and artifact loan requests are carefully evaluated and negotiated to minimize or eliminate costs and to avoid duplication of effort. It should be noted that exhibits and artifacts are in limited supply and there is no guarantee that specific requests can be fulfilled.

When in doubt about whether a partnership agreement, exhibit loan, or artifact loan request is warranted, please contact the Exhibits Manager in Headquarters OComm.

#### Points of Contact

---

##### Logo Use Approvals and Film, TV, and Multimedia Collaborations:

Bert Ulrich  
Manager, Film, TV, and Multimedia  
Headquarters OComm  
[bertram.r.ulrich@nasa.gov](mailto:bertram.r.ulrich@nasa.gov)  
202-358-1713

##### Public Engagement/Outreach Collaborations:

Maureen O’Brien  
Headquarters OComm  
[maureen.obrien-1@nasa.gov](mailto:maureen.obrien-1@nasa.gov)  
202-358-1161

Education Collaborations:

Beverly Girtten  
Headquarters Office of Education  
[beverly.e.girtten@nasa.gov](mailto:beverly.e.girtten@nasa.gov)  
202-358-0212

Media Releases or other Public Announcements:

Allard Beutel  
News & Multimedia Division Director (Acting)  
[allard.beutel@nasa.gov](mailto:allard.beutel@nasa.gov)  
202-358-2191

Headquarters and Center Public Affairs Officers:

<http://communications.nasa.gov/sites/communications.nasa.gov/files/files/NASA%20Comms%20Directory%20%28FEB%202016%29%281%29.pdf>

Office of Education Line of Business Directors and Mission Directorate Education Leads:

<http://www.nasa.gov/offices/education/contacts/hqdirectory.html>

Center Education Directors:

<http://www.nasa.gov/offices/education/contacts/cdirect.html>

Communications Material Review and Graphics Standards Manual:

Anita Dey  
Manager, Strategy & Integration  
[anita.dey@nasa.gov](mailto:anita.dey@nasa.gov)  
202-358-0509

Agency Exhibit & Artifacts Manager:

Lauren Katz  
Manager, Exhibits  
[lauren.t.katz@nasa.gov](mailto:lauren.t.katz@nasa.gov)  
202-358-1716

Relevant Policy Documents:

- NPD 1050.1I, Authority to Enter into Space Act Agreements  
<http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPD&c=1050&s=1I>
- NPD 1380.1, Managing Agency Communications  
<http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPD&c=1380&s=1>
- NPD 1388.1, Employee Participation in NASA Education and Communications Activities  
<http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPD&c=1388&s=1>
- NPR 7120.5E, NASA Space Flight Program and Project Management Requirements, Appendix G, Section 3.20, Communications Plan  
<http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPR&c=7120&s=5E>
- NPR 7120.5E Communications Plan Template  
<http://communications.nasa.gov/content/nasa-comm-guidelines>
- Media Usage Guidelines  
<http://www.nasa.gov/multimedia/guidelines/index.html>
- Stylebook and Office of Communications Manual  
[http://communications.nasa.gov/OCPToolKit\\_lib/pdf/1048620main\\_1021337main\\_NASASTyleguide\\_complete\\_012709TAGGED.pdf](http://communications.nasa.gov/OCPToolKit_lib/pdf/1048620main_1021337main_NASASTyleguide_complete_012709TAGGED.pdf)
- Use of NASA Name and Logo (Reference Links)  
[http://www.nasa.gov/offices/ogc/ip/logo\\_prt.htm](http://www.nasa.gov/offices/ogc/ip/logo_prt.htm)
- 14 CFR 1221.1 – NASA Seal, NASA Insignia, NASA Logotype, NASA Program Identifiers, NASA Flags, and the Agency's Unified Visual Communications System  
[http://communications.nasa.gov/OCPToolKit\\_lib/pdf/1048620main\\_1021337main\\_NASASTyleguide\\_complete\\_012709TAGGED.pdf](http://communications.nasa.gov/OCPToolKit_lib/pdf/1048620main_1021337main_NASASTyleguide_complete_012709TAGGED.pdf)
- NASA Style Guide  
[http://communications.nasa.gov/OCPToolKit\\_lib/pdf/1048620main\\_1021337main\\_NASASTyleguide\\_complete\\_012709TAGGED.pdf](http://communications.nasa.gov/OCPToolKit_lib/pdf/1048620main_1021337main_NASASTyleguide_complete_012709TAGGED.pdf)

- NPD 2521.1B – Communications and Material Review  
<http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPD&c=2521&s=1A>
- NPD 1383.2C, NASA Assistance to Non-Government, Entertainment-Oriented Motion Picture, Television, Video & Multimedia Productions/Enterprises, & Advertising  
<http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPD&c=1383&s=2C>
- NASA Media Usage Guidelines  
<http://www.nasa.gov/multimedia/guidelines/index.html>
- Guidelines for Film, TV, Multimedia, and Entertainment-oriented Collaborations  
<http://communications.nasa.gov/content/nasa-comm-guidelines>
- NPD 1387.1, NASA Exhibits Program
- <http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPD&c=1387&s=1G>
- NPR 1387.1, NASA Exhibits Program
- <http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPR&c=1387&s=1>

### 3. Education Activities

This section discusses NASA’s involvement in science, technology, engineering, and mathematics (STEM) education partnerships and provides information and points of contact for NASA organizations pursuing a partnership agreement that involves STEM education. This section includes examples of education- and communications-related NASA partnership agreements, which are typically Space Act Agreements. Please refer to the Differentiating Between Public Engagement and Education subsection within the preceding Communications, Cobranding, and Public Engagement Activities section for a detailed explanation of the two types of activities.

Throughout this section, Office of Education refers to the Headquarters Office of Education. NASA Education refers to individuals within organizations represented by NASA’s Education Coordinating Council (ECC) who perform education duties (see the following subsection, NASA Education, for further description of the ECC and its role within the Agency).

#### a. NASA Education

NASA’s education function contributes to the Agency’s Strategic Objective 2.4 to “advance the Nation’s STEM education and workforce pipeline by working collaboratively with other agencies to engage students, teachers, and faculty in NASA’s missions and unique assets.” In furtherance of this objective, NASA Education partners strategically with a wide range of entities, such as other Federal agencies, youth serving organizations, non-profit organizations, commercial businesses, academic institutions, and informal education institutions.

NASA Education manages education activities through four lines of business: STEM engagement; educator professional development; NASA internships, fellowships, and scholarships; and institutional engagement. NASA offices, Mission Directorates, Centers, the Jet Propulsion Laboratory (JPL, which is NASA’s Federally Funded Research and Development Center), and other Agency facilities work together to offer unique educational experiences to learners, educators, and institutions.

NASA Education works closely with the Office of Communications (OComm) to coordinate efforts in areas of overlap. OComm is responsible for the Agency’s communications (media, multimedia, and public engagement) efforts. Many STEM engagement efforts include a public engagement element, which requires close coordination with OComm.

NASA’s Education Coordinating Council (ECC) is the coordinating body for education across the Agency. The ECC determines NASA’s strategic direction for education and monitors performance of education activities. ECC membership includes representatives from the Headquarters Office of

Education, Mission Directorates, Center and JPL education offices, OComm, and other NASA offices. See the Education Coordinating Council Governance Charter for details on ECC membership and function. The ECC and the Communications Coordinating Council have several representatives who are members of both councils.

See The NASA Education Implementation Plan 2015-2017 for details on NASA Education lines of business and how NASA Education is organized across the Agency.

#### **b. Coordination of Abstracts and Agreements for Education-Related Partnership Activities**

When required by the criteria in this guide's Section IV.A.4, Headquarters Abstract Review Process, NASA Office of Education expects that NASA organizations will route education-related abstracts through the Partnership Agreement Maker (PAM) system per the established procedures. For agreements that do not meet the abstract submission criteria, NASA Education expects initiating NASA organizations to directly consult with a NASA Education partnership point of contact (typically the Office of Education partnership point of contact, a Mission Directorate education leader, or a Center education director) early in the agreement formulation process. NASA Education further expects that all education agreements will be routed through the appropriate Center Education Director or Mission Directorate Education Lead for concurrence. Such coordination is needed to ensure that Agency partnership activities are aligned with NASA Office of Education lines of business.

#### **c. Competitive Announcements for Education Partnerships**

The Office of Education releases competitive announcements to ensure an equitable selection of partners. These announcements generally call for high impact nonreimbursable Space Act Agreement partnerships serving large numbers of people. Where appropriate, external entities are encouraged to respond to a competitive announcement when seeking an education-related partnership with NASA. The announcements articulate NASA's desired outcomes for education partnerships and set the standard for assessing potential education partnerships against limited NASA resources. NASA Centers may sometimes bypass competitive announcements for agreements that serve smaller numbers of people within a local or regional scale. NASA's Office of Education updates education-related partnership announcements on an as needed basis, generally to reflect a new NASA strategic plan or other significant organizational change. NASA Office of Education announcements for strategic partnerships can be found at <https://nspires.nasaprs.com/external>.

#### **d. Metrics and Reporting**

NASA monitors its education investments by collecting data. NASA strives to enter into partnerships that align with NASA's performance standards and practices. NASA's annual performance reports and plans include information on NASA's approach to performance measurement.

#### **e. Examples of Education and Communications Partnerships**

Below are short descriptions of some NASA Education partnerships:

##### **1. Education**

- NASA partnered with another Federal agency to bring academic enrichment experiences to students enrolled in an out-of-school-time program. The program serves, in particular, students attending high-poverty and low-performing schools. The enrichment experiences use NASA's unique mission of research and exploration as a context for engagement.
- NASA partnered with an organization to provide a series of professional development training sessions designed to help pre- and in-service educators across the U.S. use NASA educational resources in their classroom instruction.

- NASA partnered with an organization to develop a nationwide challenge to teach STEM concepts behind NASA's missions. The partner, in consultation with NASA, also develops online STEM activities to prepare students and educators to participate in the challenge.
- NASA partnered with a university to enable preservice and early career STEM teachers to participate in summer research experiences at NASA Centers.

## 2. Education and Communications Agreements

- NASA partnered with an industry partner to integrate relevant NASA-themed experiential learning activities into pre-event activities associated with a traveling STEM edutainment stage performance.

### Education- Related Partnership Points of Contact

Beverly Girtten (primary POC for Agency education partnerships)  
 Director, Institutional Engagement, NASA Headquarters Office of Education  
[beverly.e.girtten@nasa.gov](mailto:beverly.e.girtten@nasa.gov),  
 202-358- 0212  
<http://www.nasa.gov/education>

Office of Education Line of Business Directors and Mission Directorate Education Leads  
<http://www.nasa.gov/offices/education/contacts/hqdirectory.html>

NASA Center and JPL Education Directors  
<http://www.nasa.gov/offices/education/contacts/cdirect.html>

NASA's Education Coordinating Council (ECC) -  
 Names and contact information of individual members of the ECC are provided in Appendix C of the Electronically Enhanced Edition of the NASA Education Implementation Plan 2015-2017.

### References

- Education Coordinating Council Governance Charter (January 2012)  
[http://nodis3.gsfc.nasa.gov/OPD\\_docs/NC\\_1000\\_30\\_.pdf](http://nodis3.gsfc.nasa.gov/OPD_docs/NC_1000_30_.pdf)
- NASA Announcement for High Impact / Broad Implementation STEM Education Partnerships  
<https://nspires.nasaprs.com/external/solicitations>
- NASA Education Implementation Plan 2015-2017  
<http://www.nasa.gov/feature/nasa-education-implementation-plan-2015-2017>
- NASA Education Implementation Plan 2015-2017 (electronically enhanced edition)  
[http://www.nasa.gov/sites/default/files/atoms/files/nasa\\_education\\_implementation\\_plan\\_ve4\\_2015-2017.pdf](http://www.nasa.gov/sites/default/files/atoms/files/nasa_education_implementation_plan_ve4_2015-2017.pdf)





# III.Guidance on Partnering

## A. Summary Table of Agreement Types/ Legal Authorities Available for Partnerships<sup>7</sup>

Activity Type	Partner Type						
	Domestic Commercial	Federal Agency (as customer of NASA)	Federal Agency (as supplier to NASA)	State and Local Government	Foreign Non-Government	Foreign Government or Agency	Non- Profits/ Universities
NASA Provide Reimbursable Services <sup>8</sup>	Space Act authority (SAA) CSLA CRADA	Interagency Agreement (51 U.S.C. § 20113) and 31 U.S.C. § 1535)	N/A	SAA CSLA	SAA	SAA and 51 U.S.C. §§ 20102(d)(7) and 20115)	SAA CRADA
Joint Activity (No Funds Exchanged) – Nonreimbursable <sup>9</sup>	SAA CRADA (with cost waiver)	SAA IAA	SAA IAA	SAA	SAA and 51 U.S.C. §§ 20102(d)(7) and 20115)	SAA and 51 U.S.C. §§ 20102(d)(7) and 20115)	SAA CRADA
NASA Provides funding (Non-acquisition)	SAA <sup>10</sup> Cooperative Agreement	N/A	N/A	Grant Cooperative Agreement	N/A	N/A	Grant Cooperative Agreement
NASA Provides funding (Acquisition) <sup>11</sup>	Contract	N/A	Interagency Agreement 20113(f) and 31 U.S.C § 1535	N/A	Contract	Contract	Contract
Loan of Equipment <sup>12</sup>	Equipment Loan Form – NF 893	Equipment Loan Form – NF 893	Equipment Loan Form – NF 893	Equipment Loan Form – NF 893	SAA and Equipment Loan Form – NF 893	SAA and Equipment Loan Form NF 893	Equipment Loan Form – NF 893
Use of NASA Real Property <sup>13</sup>	Use Permit/SAA Lease EUL	Use Permit	Lease	Use Permit/ SAA Lease EUL	Use Permit/ SAA Lease EUL	Use Permit/ SAA Lease EUL	Use Permit/ SAA Lease EUL
Transfer of NASA Real Property <sup>14</sup>	General Services Administration (GSA)	GSA	GSA	GSA	GSA	GSA	GSA
Transfer of NASA Personal Property	GSA or NASA <sup>15</sup>	GSA or NASA	GSA or NASA	GSA or NASA	GSA or NASA	GSA or NASA	GSA or NASA

<sup>7</sup> This table represents a summary of activities and partners for general understanding; see the underlying material referenced for each section.

<sup>8</sup> See Partnership Guide Section III.B

<sup>9</sup> See Partnership Guide Section III.C

<sup>10</sup> In very limited circumstances; see NPD 1050.1 and NAII 1050-1

<sup>11</sup> Outside scope of Partnership Guide

<sup>12</sup> See Partnership Guide Section III.D.1

<sup>13</sup> See Partnership Guide Section III.D.2

<sup>14</sup> See Partnership Guide Section III.D.3

<sup>15</sup> GSA has authority for personal property transfers, except for certain direct authorities granted to NASA as the owning Agency (contact your Center SEMO or HQ OSI for further guidance)

## B. Providing Reimbursable Services

### 1. To Domestic Nongovernmental Partners

Reimbursable partnership agreements are agreements where NASA's costs associated with the undertaking are reimbursed by the partner. A reimbursable agreement permits the partner to use NASA goods, services, facilities, or equipment to advance the partner's own interests. However, the proposed reimbursable partnership activity must: (1) be consistent with NASA's mission; and (2) involve goods, services, facilities, or equipment not reasonably available on the U.S. commercial market from another source.

*A reimbursable agreement permits the partner to use NASA goods, services, facilities, or equipment to advance the partner's own interests.*

**$e = MC^2$**

Chapter 2 of the Space Act Agreement Guide (SAAG, NAII 1050-1C) covers reimbursable Space Act Agreements with nongovernmental entities or private parties. The guidance and clauses used in Chapter 2 of the SAAG should be followed in order to facilitate consistency, to the extent practicable, in the formation and organization of agreements.

There are several specific steps that must be completed and documented during the planning and formulation phase of all agreements with private parties, including:

- establishing why the agreement is in NASA's mission interest;
- ensuring that NASA does not compete with the private sector;
- deciding whether to formally publicize the potential partnership opportunity;
- making potential partners aware that agreements are generally on a nonexclusive basis; and
- reviewing the U.S. Government-wide System for Award Management (SAM) excluded parties list is required to ensure NASA can partner with the proposed private party.

#### Points of Contact

The designated Agreements Manager for the Center or Headquarters office pursuing a partnering activity with a domestic nongovernmental partner should be the initial point of contact for preparation of or questions about reimbursable agreements.

#### References

For further information on this topic, please refer to the following:

NPD 1050.1, Authority to Enter into Space Act Agreements  
NAII 1050-1, Space Act Agreements Guide, Chapter 2

### 2. To Federal, State, and Local Government Partners

Reimbursable agreements with U.S. governmental entities, where NASA is the servicing agency, permit those entities to use NASA goods, services, facilities, or equipment to advance their own interests. Chapter 3 of the Space Act Agreement Guide (SAAG) addresses agreements with Federal, state, and local entities.

SAAG 3.2 addresses agreements with state and local government entities, including state and local colleges and universities.<sup>16</sup> The approach for these binding agreements with state and local government entities is generally the same as those entered into with private parties. Therefore, the guidance and clauses in SAAG Chapter 2 should be followed.

<sup>16</sup> Private schools, colleges, or universities are considered domestic nongovernmental entities.

SAAG 3.3 addresses Interagency Agreements (IAAs) with other Federal agencies, which are handled differently than agreements with commercial or non-Federal government partners. Recognizing that other Federal agencies are part of the Federal Government, some of the policy considerations applicable to agreements with domestic nongovernmental entities or state or local governments are not applicable to IAAs. For example, the restriction on competing with the private sector does not apply when partnering with another Federal agency. Also, absent statutory authority allowing otherwise, NASA must charge the requesting Federal agency full cost (see NPR 9090.1, Reimbursable Agreements).

IAAs, to the extent practicable, should conform to the format in Chapter 3 of the SAAG. However, if the other Federal agency provides the initial draft of the IAA, or requires removal or modification of a standard IAA clause, the Agreement Manager, in consultation with the Center Office of the Chief Counsel or Headquarters Office of the General Counsel (as appropriate), may consider such changes.

For IAAs, coordination with the Office of International and Interagency Relations (OIIR) is required under NPD 1050.1, Authority to Enter into Space Act Agreements, paragraph 5.c., which designates OIIR as the responsible office for the review of all IAAs with other Federal agencies. Therefore, initiators must include OIIR on the routing for the draft agreement.

#### **a. Use of FMS 7600 Forms**

The Department of the Treasury's Financial Management Service (FMS) developed Forms 7600A & B for establishing interagency agreements (IAAs) between Federal Government requesting and servicing agencies. This standard IAA form is comprised of two sections: (1) the 7600A serves as the General Terms and Conditions form and (2) the 7600B serves as the Order Requirements and Funding Information (Order) form. The FMS 7600A/B serves as a standard form that can be used for reimbursable agreements by all U.S. Federal agencies.

The 7600 forms are acceptable for NASA use, though the Agreement Manager should consult with the Center Office of the Chief Counsel or Headquarters Office of the General Counsel, as appropriate, to ensure that the form is completed properly and that all NASA standard IAA SAAG clauses are incorporated as needed. (See SAAG Section 3.3.2.)

#### **Points of Contact**

The designated Agreements Manager for the Center, Office, Directorate, or other organization pursuing a partnering activity with another Federal party should be the initial point of contact for preparation of or questions about reimbursable IAAs.

For further information about reimbursable agreements with Federal agencies, please contact the Export Control and Interagency Liaison Division within OIIR. For guidance, please visit the OIIR Web site: <http://oiir.hq.nasa.gov/>

For further information about reimbursable agreements with state and local entities, please contact the Outreach & Intergovernmental Affairs Division within the Office of Legislative and Intergovernmental Affairs (OLIA).

For further information about the content of reimbursable agreements with Federal/state/local government agencies, please see Chapters 2 and 3 of the SAAG [http://nodis3.gsfc.nasa.gov/NPD\\_attachments/NAII\\_1050-1C\\_08112014.pdf](http://nodis3.gsfc.nasa.gov/NPD_attachments/NAII_1050-1C_08112014.pdf)

#### **References**

For further general information on this topic, please refer to the following:

NPD 1050.1, Authority to Enter into Space Act Agreements

NPR 9090.1, Reimbursable Agreements

FMS 7600A/B forms, Financial Management and Budget Standardization - Forms

### 3. To Foreign Partners

NASA enters into international reimbursable agreements to allow foreign entities to use NASA facilities, goods, and services consistent with U.S. law and policy. International reimbursable agreements generally contain similar terms and conditions to reimbursable agreements with a domestic party. Reimbursable use of NASA facilities by, or for the benefit of foreign entities, or the conduct of research on a reimbursable basis in collaboration with, or for the benefit of, foreign entities must comply with NASA policies set forth in NPD 1370.1, Reimbursable Utilization of NASA Facilities by Foreign Entities and Foreign-Sponsored Research.

Among other requirements, NPD 1370.1 provides that reimbursable work for a foreign entity must benefit NASA or the public. In reimbursable agreements with a foreign entity or benefitting a foreign entity for (1) safety-related analysis and testing in NASA facilities, or (2) “fundamental research” related to NASA’s mission, benefits to NASA or the public are normally provided through shared data rights or broad dissemination of the results. Fundamental research means basic and applied research in science and engineering, the results of which ordinarily are published and shared broadly within the scientific community. Fundamental research is distinct from proprietary research and from industrial development, design, production, and product utilization, the results of which ordinarily are restricted for proprietary or national security reasons (see NPD 1370.1, Attachment A: Definitions).

Space Act Agreement Guide Sections 1.5 and 4.3 provide guidance on international reimbursable agreements and should be reviewed prior to making an initial decision as to whether an international reimbursable agreement is appropriate in particular circumstances.

NASA may enter into reimbursable agreements for use of unique NASA facilities and for unique services that are not reasonably available from the U.S. commercial market (for instance, specially tested integrated circuits uniquely designed for interplanetary spacecraft). The proposed activity must be consistent with NASA’s mission. NASA may only allow non-Federal entities to use its space-related facilities on a reimbursable basis if the NASA Administrator (or designee) determines that “equivalent commercial services are not available on reasonable terms” (51 U.S.C. §50504). Moreover, NASA should not act as a purchasing agent or broker for a foreign party’s acquisition of reasonably available commercial goods or services.

NASA may also provide goods or perform services on a reimbursable basis to support a foreign entity as a minor component of a broader cooperative activity with a party, as specified in the international agreement. Actual performance of the reimbursable work would be pursuant to a separate international reimbursable agreement.

Before NASA performs work for which it is to be reimbursed by the other party, the reimbursable agreement must be in force and advance payment received. Early consultation with the Headquarters Office of International and Interagency Relations (OIIR) is critical to ensure appropriate steps are taken to properly execute an international reimbursable agreement. For instance, when considering any agreement with a foreign commercial partner, consideration must also be given to the NASA policy framework on partnerships benefitting foreign commercial entities addressed in Section II.A.6, Partnerships Benefitting Foreign Commercial Entities, of this guide. The framework is important in ensuring that NASA partnerships with foreign commercial entities do not harm U.S. industrial competitiveness and are otherwise appropriate.

Generally, from the time the agreement point of contact contacts OIIR with the approved abstract (if required), the international reimbursable agreement process takes three to nine months from start to finish. However, some agreements will require more or less time depending on the circumstances. The OIIR point of contact can provide an estimated timeline specific to a proposed agreement once he or she discusses the activity with the Center or Mission Directorate point of contact.

**a. Connecting with the Office of International and Interagency Relations**

Organizationally, the Office of International and Interagency Relations (OIIR) (<http://oiir.hq.nasa.gov>) is responsible for overall policy coordination for all of NASA's international projects as well as the drafting, negotiation, execution, amendment, and termination of international agreements. Within OIIR, a point of contact is assigned to draft the international reimbursable agreement with input from the Mission Directorate or Center point of contact. The appropriate program office is responsible for the technical, scientific, programmatic, and management aspects of the activity. The Office of the General Counsel (OGC) assists and advises OIIR to ensure all aspects of the international reimbursable agreement are consistent with the applicable law and legal policy. The Headquarters Office of the General Counsel (OGC) also assists and advises OIIR during the negotiation of the international agreement text with the foreign entity.

**b. International Reimbursable Agreement Process**

If an abstract is required for the activity, pursuant to the abstract submission criteria described in this guide's Section IV.A.4, Headquarters Abstract Review Process, the Office of International and Interagency Relations.

(OIIR) will not begin work on the international reimbursable agreement until the abstract is approved through the Headquarters abstract review process. The Mission Directorate or Center Agreement Manager or other point of contact is responsible for drafting the abstract and getting it approved through the abstract review process. Once an abstract is approved by Headquarters, the agreement point of contact is responsible for contacting the OIIR point of contact identified in the abstract response to initiate the international reimbursable agreement development process.

The OIIR point of contact will serve as the Agreement Manager for international reimbursable agreements, but the Mission Directorate or Center Agreement Manager or other point of contact will be responsible for some of the Agreement Manager tasks, including but not limited to, determining resource availability (personnel, goods, services, facilities, or equipment) and preparing the Estimated Price Report (EPR). The OIIR point of contact is responsible for drafting and coordinating the international agreement and will keep the Mission Directorate or Center point of contact informed of the status of the international agreement throughout the entire process. OIIR will negotiate the agreement, with assistance from the Office of the General Counsel and the Mission Directorate or Center point of contact as appropriate. After the agreement is negotiated, OIIR will obtain any final approvals required to conclude the agreement. OIIR will also provide guidance to the Mission Directorate or Center point of contact regarding the signature of the international reimbursable agreement and process by which the agreement will enter into force.

**Further Information**

For further information about international reimbursable agreements, please contact the appropriate division within OIIR. For guidance, please visit the OIIR Web site: <http://oiir.hq.nasa.gov>

For further information about the content of reimbursable international agreements, please see SAAG chapters 1.5, 2, and 4.3: [http://nodis3.gsfc.nasa.gov/NPD\\_attachments/NAII\\_1050-1C\\_08112014.pdf](http://nodis3.gsfc.nasa.gov/NPD_attachments/NAII_1050-1C_08112014.pdf)

## 4. Via Cooperative Research and Development Agreements

NASA's policy is to use Cooperative Research and Development Agreements (CRADAs), as appropriate, to transfer Federally owned or originated technology to non-Federal entities and improve access to science and technology.

NASA, as a Federal laboratory, is authorized to enter into CRADAs for research and development consistent with NASA's mission. A CRADA should be considered when the primary purpose of the activity is to ensure the full use of the results of NASA's investment in research and development outside the U.S. Government.

NASA Center Directors have the authority to negotiate, execute, amend, and terminate domestic CRADAs (when the activity does not benefit a foreign entity) within their areas of jurisdiction. Authority to enter into CRADAs with, or for the benefit of, foreign (non-U.S.) entities is not delegated to Center Directors and remains with the Administrator.

Use of CRADAs is not mandatory. Centers may choose to support the goals of the Federal Technology Transfer Act of 1986 through the use of a Space Act Agreement rather than a CRADA. The decision to use a CRADA or a Space Act Agreement (SAA) will be determined by the Center Office of Chief Counsel or Headquarters Office of the General Counsel, in consultation with the NASA agreement initiator, as to which approach most appropriately supports the goals of the proposed activity. Activities with, or for the benefit of, foreign entities will typically be conducted through SAAs.

CRADAs are treated as fully reimbursable agreements pursuant to NASA policy. Centers may waive costs under CRADAs consistent with NASA policy on reimbursable agreements, including the requirements for Center or NASA OCFO review. Waivers of costs under CRADAs should only be considered where there is a clear and demonstrated NASA benefit. To the extent practicable, the benefit should be quantifiable so that its value can be reasonably estimated and compared with the amount of reimbursement to be waived. Centers may not provide funding to a non-Federal collaborating party. Appropriated funding may be provided to another Federal agency to support CRADA activities only in compliance with applicable law and policy. CRADAs may not be used in lieu of a contract, cooperative agreement, or grant.

### Points of Contact

The NASA Center Director is responsible for ensuring that a CRADA Manager is identified for each CRADA (NPD 1050.2, paragraph 5.a.3). The primary purpose of the CRADA Manager is to oversee the process required to conclude a CRADA. This includes the initiation, negotiation, review, concurrence, execution by the NASA Signing Official, and storage in the Partnership Agreement Maker (PAM) database in accordance with NPD 1050.2 and the CRADA Program Information Package (NAII 1050-2).

### References

For further information on this topic, please refer to the following:

NPD 1050.2, Authority to Enter into Cooperative Research and Development Agreements

NAII 1050-2, Cooperative Research and Development Agreement (CRADA) Program Information Package



## 5. Via Commercial Space Launch Act Agreements

One purpose of the Commercial Space Launch Act (CSLA), 51 U.S.C. §§ 50901-50923, is “to facilitate the strengthening and expansion of the United States space transportation infrastructure, including the enhancement of United States launch sites and launch-site support facilities, and development of reentry sites, with government, state, and private sector involvement, to support the full range of United States space- related activities.” The CSLA fulfills this purpose by providing authority for the private sector and state governments to acquire: (1) launch and reentry property from the U.S. Government that is excess or otherwise not needed for public use; and (2) government launch services and reentry services, including utilities, otherwise not needed for public use.

The CSLA applies to commercial launch and reentry efforts. NASA defines this as activities supporting commercial launch or reentry (i.e. a launch or reentry that is anticipated to be subject to a license or permit by the Federal Aviation Administration (FAA)). These can include flights carrying a NASA payload.

The CSLA defines launch as “to place or try to place a launch vehicle or reentry vehicle and any payload, crew, or space flight participant from Earth” into suborbital trajectory, Earth orbit in outer space, or otherwise in outer space, and includes “activities involved in the preparation of a launch vehicle or payload for launch, when those activities take place at a launch site in the U.S.” (See 51 U.S.C. § 50902(4)).

Commercial launch and reentry efforts refer to activities supporting the commercial launch or reentry of a suborbital or space vehicle, payload, or persons. Such activities may include, but are not limited to, development of a vehicle or a payload, activities for flight, and ground safety; engineering activities; acceptance of a vehicle or a payload (or their components) by the provider, associated handling, transportation, and storage; processing a vehicle, a payload, or support for crew and spaceflight participants (including training) for launch or reentry; integrating a launch vehicle and a payload; activities at a launch or reentry site; and conducting a launch or reentry.

The CSLA provides Federal agencies, including NASA, the opportunity to provide support to support commercial launch and reentry efforts, usually on a direct cost basis. Further guidance on determining costs associated with a CSLA can be found in NPR 9090.1, Reimbursable Agreements. Also, consult Appendix 5, General Guidelines for Pricing Reimbursable Agreements, of this guide for additional criteria to be considered for each of these pricing methodologies.

### Points of Contact

The applicability of CSLA authority should be determined in consultation with the Center Office of Chief Counsel and the Center Office of the Chief Financial Officer or the Headquarters Office of the General Counsel and NASA OCFD, as appropriate.

### References

For further information on this topic, please refer to the following:

Commercial Space Launch Act, 51 U.S.C. §§ 50901-50923

NPR 9090.1, Reimbursable Agreements

## C. Nonreimbursable Activities

### 1. With Domestic Nongovernmental Partners

Agreements in which a partner does not reimburse NASA the costs for its work are called nonreimbursable agreements.

NAII 1050-1, Section 1.4 provides a general overview on nonreimbursable agreements. In agreements where a partner does not fully reimburse NASA for the costs associated with that work, NASA is spending the taxpayer's dollars as appropriated by Congress. Such funds must be spent in compliance with U.S. fiscal law. Therefore, the work being done under the agreement must be consistent with the purpose for which Congress appropriated the NASA funds. Every agreement in which NASA is funding some of the work — even though it is for NASA facilities and personnel — must be reviewed by the Office of the Chief Financial Officer and Office of Chief Counsel (or Office of the General Counsel for Headquarters agreements), as appropriate, to ensure that NASA can appropriately cover the cost of such work. Examples illustrating this principle follow:

- A potential partner comes to NASA with a swimsuit design it wants to test in a wind tunnel. The design is for potential use in the upcoming Olympics and is believed to reduce friction for the swimmers resulting in potentially faster race times. The partner is willing to share the resulting data with NASA. NASA's funding is not appropriated for support of the Olympics or swimsuit manufacturers. Unless the NASA activity can show a reasonable use for the data that advances NASA's aeronautics, space exploration, or science missions, NASA cannot agree to the work on a nonreimbursable basis.
- A potential partner comes to NASA with a proprietary material it wants tested and the nature of the material is seen by NASA personnel as having potential use in aircraft and planetary reentry vehicles. The partner is willing to share the resulting data with NASA. Since NASA's mission covers both aircraft research and space vehicles it is potentially appropriate to do the work on a nonreimbursable basis.

*Nonreimbursable agreements are used for mutually beneficial activities that further the partner's objectives and NASA's missions.*



#### Points of Contact

The designated Agreement Manager for the Center, Office, Directorate, or other NASA organization pursuing a partnering activity with a domestic nongovernmental partner should be the initial point of contact for preparation of or questions about nonreimbursable Space Act Agreements.

#### References

For further information on this topic, please refer to:

NPD 1050.1, Authority to Enter into Space Act Agreements

NAII 1050-1, Space Act Agreements Guide, Chapter 2

## 2. With Federal, State, and Local Government Partners

The Space Act provides authority for NASA to enter into agreements with other Federal Government entities where no funds are exchanged between the parties. The Space Act Agreements Guide (SAAG, NAI 1050-1) refers to these agreements as nonreimbursable interagency agreements (IAAs). These agreements constitute a formal statement of understanding between NASA and the other Federal agency requiring a commitment of NASA resources (including goods, services, facilities, or equipment) to accomplish stated objectives. Chapter 3 of the SAAG addresses agreements with Federal, state, and local entities.

SAAG 3.2 addresses agreements with state and local government entities, including state and local colleges and universities.<sup>17</sup> The approach for these binding agreements with state and local government entities is generally the same as those entered into with private parties. Therefore, the guidance and clauses in SAAG Chapter 2 should be followed.

SAAG 3.3 addresses IAAs with other Federal agencies, which are handled differently than agreements with commercial or non-Federal government partners. Nonreimbursable IAAs involve “NASA and one or more [Federal Government] partners in a mutually beneficial activity that furthers NASA’s mission, where each party bears the cost of its participation and there is no exchange of funds between the parties.” (See NPD 1050.1) Such agreements permit NASA to utilize its goods, services, facilities, or equipment to meet its obligations under the IAA. It is appropriate to use a nonreimbursable IAA when NASA and another Federal department or agency are performing activities collaboratively for mutual benefit.

When NASA works with another Federal Government entity, it must (as always) ensure that its funds are legally available in the sense that they serve a purpose for which the funds were appropriated. This same principle applies to the other Federal entity’s use of their funds. Additionally, IAAs raise the fiscal law principle that each party’s contribution cannot augment the other Federal Government entity’s appropriation. This is only avoided if the work is collaborative in nature, furthering each party’s mission, and the costs of each party are consistent with the benefit derived by each party.

IAAs, to the extent practicable, should conform to the format in Chapter 3 of the SAAG. However, if the other Federal agency provides the initial draft of the IAA, or requires removal or modification of a standard IAA clause, the Agreement Manager should consult with the Center Office of Chief Counsel or Headquarters Office of General Counsel, as appropriate, to determine whether such changes are acceptable.

Coordination with the NASA Headquarters Office of International and Interagency Relations (OIIR) is required under NPD 1050.1, which states that OIIR shall review all IAAs with other Federal agencies.

### Points of Contact:

The designated Agreements Manager for the Center, Office, Directorate, or other organization pursuing a partnering activity with another Federal party should be the initial point of contact for preparation of or questions about nonreimbursable IAAs.

### References

For further information on this topic, please refer to:

NPD 1050.1, Authority to Enter into Space Act Agreements

NAI 1050-1, Space Act Agreements Guide, Chapter 3

<sup>17</sup> Private schools, colleges, or universities are considered domestic nongovernmental entities.

### 3. With Foreign Partners

NASA's policy is to engage in international projects that provide technical, scientific, or economic benefits to the U.S. Such projects could include foreign participation in NASA activities, NASA participation in foreign activities, and international collaborative efforts. International cooperative activities should contribute to NASA's overall program objectives and U.S. national policies, such as maintenance and enhancement of U.S. industrial competitiveness.

Generally, NASA's cooperative activities with foreign entities are not directed toward the joint development of technology, or products or processes that are potentially of near-term commercial value. Any activity must be consistent with established NASA processes. Examples of NASA resources committed to an international project include: time and effort of personnel; support services; use of facilities; goods; and information.

It is NASA policy that, in general, research with foreign organizations will not be conducted through grants or cooperative agreements, but instead will be accomplished on a no-exchange-of-funds basis. Additional information can be found in Section A of the Grant and Cooperative Agreement Handbook, part 1260.12(e)(1-5).

International projects involving a commitment of NASA resources are, with a few unique exceptions, embodied in a legally binding international agreement or other legally binding instrument. International agreements should be within the scientific, technical, and budgetary capabilities of each party. Some of the policy and procedural guidelines to be followed in entering into international cooperative agreements are contained in NPD 1360.2, Initiation and Development of International Cooperation in Space and Aeronautics Programs.

Any agreement with a foreign entity should be executed well in advance of the commencement of significant joint activities. NASA assumes unnecessary risk if project activities, such as exchange of detailed technical data or goods, or use of each other's facilities take place without a legally binding agreement in place to appropriately allocate risk of loss or damage, and impose conditions on treatment and use of technical data or goods.

Execution of an international agreement should be treated like any other important early program milestone by a program office. Early consultation with the Office of International and Interagency Relations (OIIR) is critical to ensure appropriate steps are taken to properly execute an international agreement.

Generally, from the time the agreement point of contact contacts OIIR with the approved abstract (if required), the international nonreimbursable agreement process takes four to twelve months from start to finish. However, some agreements will require more or less time depending on the circumstances. The OIIR point of contact can provide an estimated timeline specific to a proposed agreement once he or she discusses the activity with the Center or Mission Directorate point of contact.

#### **a. Connecting with the Office of International and Interagency Relations**

Organizationally, the Office of International and Interagency Relations (OIIR) is responsible for overall policy coordination for all of NASA's international projects as well as the drafting, negotiation, execution, amendment and termination of international agreements. Within OIIR, a point of contact is assigned to draft the international agreement with input from a Mission Directorate or Center point of contact. Please contact the division in OIIR that supports your program for additional information. For guidance on the appropriate division, please visit the OIIR Web site: <http://oiir.hq.nasa.gov>. The appropriate program office is responsible for the technical, scientific, programmatic, and management aspects of the joint activity.

The Headquarters Office of the General Counsel (OGC) International Law Practice Group (<http://www.nasa.gov/offices/ogc/international/index.html>) assists and advises OIIR to ensure all aspects of the international agreement are consistent with the applicable law and legal policy, and OGC also assists and advises OIIR during the negotiation of the agreement text with the foreign entity.

#### **b. International Nonreimbursable Agreement Process**

If an abstract is required for the activity, pursuant to the abstract submission criteria described in this guide's Section IV.A.4, Headquarters Abstract Review Process, the Office of International and Interagency Relations (OIIR) will not begin work on the international nonreimbursable agreement until the abstract is approved through the Headquarters abstract review process. The Mission Directorate or Center point of contact is responsible for drafting the abstract and getting it approved through the abstract review process. Once an abstract is approved by Headquarters, the agreement point of contact is responsible for contacting the OIIR point of contact identified in the abstract response to initiate the international nonreimbursable agreement development process.

The OIIR point of contact will serve as the Agreement Manager for the international nonreimbursable agreement, but the Mission Directorate or Center point of contact will be responsible for some of the Agreement Manager tasks, including but not limited to, determining resource availability (personnel, goods, services, facilities, or equipment) and preparing the Estimated Price Report (EPR) when applicable. The OIIR point of contact is responsible for drafting and coordinating the international agreement and will keep the Mission Directorate or Center point of contact informed of the status of the international agreement throughout the entire process. OIIR will negotiate the agreement, with assistance from OGC and the Mission Directorate or Center point of contact as appropriate. After the agreement is negotiated, OIIR will obtain any final approvals required to conclude the agreement. OIIR will also provide guidance to the Mission Directorate or Center point of contact regarding the signature of the international nonreimbursable agreement and process by which the agreement will enter into force.

#### **Further Information**

For further information about initiating nonreimbursable international agreements, please contact the appropriate division within OIIR. For guidance, please visit the OIIR Web site: <http://oiir.hq.nasa.gov>.

For further information about the content of nonreimbursable international agreements, please see Chapter 4 of the Space Act Agreements Guide [http://nodis3.gsfc.nasa.gov/NPD\\_attachments/NAII\\_1050-1C\\_08112014.pdf](http://nodis3.gsfc.nasa.gov/NPD_attachments/NAII_1050-1C_08112014.pdf).

## D. Providing Use of NASA Property and Equipment

### 1. Loaning NASA Property

The loan of equipment (sometimes referred to as personal property) may occur at the onset of the domestic partnership agreement or during any phase of the agreement and will be effective from the time of issuance to the end of the agreement. The Loan of Government Property clause will be placed in all NASA domestic partnership agreements. The loan period shall be for a finite time and shall be stated in the agreement.

In an international agreement, such a loan is referred to as a Loan of Government Property. A brief discussion of loan procedures associated with international agreements is below. An international loan of government property cannot take place until an international agreement and a NASA Form (NF) 893, Loan of NASA Equipment, are in place. The Loan of Government of Property clause is only included in international agreements if it is specifically required to complete the activity.



*NASA's non-excess, underutilized property and equipment can be made available to partners in a variety of ways when aligned with NASA's missions.*

#### a. Domestic Partners

The loan of U.S. Government equipment to a domestic entity should be coordinated by the program initiating the agreement with the applicable property custodian, the equipment manager and the Center Supply and Equipment Management Officer (SEMO). While the agreement is normally between the Center and the partner, the equipment loan document should be managed at the property custodian level with support from the SEMO. The partner should name a person in their organization who will be responsible for the accountability of the equipment and will have the authority to send the SEMO annual inventory validations and status regarding the equipment to include any loss, damage, or destruction of the property.

The SEMO does not approve the loaning of equipment. The SEMO is responsible to the Center Director for the accountability of the equipment and shall ensure the property is accounted for through the annual inventory validation provided by the partner.

If it is known at the time that the agreement is executed that equipment will be loaned to the partner, the NF 893 should accompany the initial agreement. If the loan of the equipment is initiated after an agreement is already in effect, an NF 893 should be completed and uploaded to the corresponding agreement record in Partnership Agreement Maker (PAM).

#### b. Foreign Partners

Headquarters' Office of International and Interagency Relations (OIIR) will draft, negotiate, and execute the appropriate international agreement to authorize the loan of government property with assistance from the initiating organization's Agreement Manager or other point of contact and OGC. The terms and conditions for the loan of NASA property will be outlined in the international agreement.

An NF 893 is not sufficient to enable the loan of government property to an international entity. An international agreement is required to loan government property to an international entity, in addition to the form NF 893.



Once the international agreement is completed, it is the responsibility of the program or project loaning the equipment to complete the NF 893. Contact the Center Supply and Equipment Management Officer (SEMO) or Headquarters Office of Strategic Infrastructure-Logistics Management Division for additional information regarding the NF 893. If a loan of government equipment is required for an international agreement already in effect, please contact OIIR.

## **2. Using NASA Real Property**

Per NASA Procedural Requirement (NPR) 8800.15C, Real Estate Management Program, any out-grant agreement that includes the use of NASA real property for a period greater than five years, with or without renewal options, must be submitted to NASA Headquarters' Facilities and Real Estate Division (FRED) for review and approval. Any out-grant agreement for less than five years may be approved by the cognizant Center Director and does not require approval by FRED, subject to the requirements described in this section.

Center Directors, with respect to real property under their supervision and management, may grant a leasehold, permit, or license to any person or organization, including other U.S. Government agencies, a state, or political subdivision or agency.

There is no Local Authority to lease property off of the Center.

### **a. Requirements for Exercising Local Authority**

1. The Center Director determines that the property to be granted is not required by NASA.
2. The Center Director determines the grantee's exercise of rights granted will not interfere with NASA operations.
3. The value of the compensation or benefit (fair value of money) received by NASA as consideration is determined to be fair and appropriate for the usage granted.
4. The lease or agreement is for a term not to exceed five years, including any option(s) to extend.
5. The lease or agreement provides for termination of the lease or agreement, in whole or in part, and without cost to the Government upon either:
  - Failure of the grantee to comply with any term or condition of the grant; or
  - A determination by the Associate Administrator for the Office of Strategic Infrastructure, the Director of FRED or the Director of the field installation concerned that the interests of the national space program, the national defense, or the public welfare require the termination of the grant.

### **b. Other Requirements**

Real estate agreements for out-grants shall be executed in accordance with NPR 8800.15, Chapter 6, which discusses requirements and the approval process for use of NASA real property.

When developing NASA out-grant agreements, the following need to be considered and included in the agreements as applicable:

- NASA Safety Requirements (NPR 8715.3, NASA General Safety Program Requirements, NASA-STD 8719.7, Facility System Safety Guidebook, and NPR 8621.1, NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping); and
- Environmental, Historic, and Sustainability Considerations (Section 6.2 of NPR 8800.15C).

### 3. Excessing NASA Property

NASA may not transfer title of government property under a partnership agreement. NASA property associated with a partnership agreement is considered to be in loan status during the period of performance of the agreement. All property must be returned to NASA prior to disposition. NPR 4300.1, NASA Personal Property Disposal Procedural Requirements, outlines the policies and procedures for property disposition.

The Property Act assigns the U.S. General Services Administration Administrator responsibility for the supervision and direction over the disposition of excess and surplus property. The Center Property Disposal Officer (PDO) is the civil service employee who is appointed by the Center Director and has responsibility for implementation of all duties listed in NPR 4300.1 and applicable Federal regulations. Questions related to property disposition issues should be directed to the Center PDO. In cases where the property is located overseas, NASA Headquarters' Disposal Manager and the Office of International and Interagency Relations (OIIR) must be contacted.

### E. Commercializing NASA Technology

The technology development, reporting, and transfer process begins with technology, which can be sponsored by any one of the NASA Mission Directorates, and can be developed at any of the NASA Centers or outside the Agency. Technology can also be developed by industry through contracts (for example, Small Business Innovative Research (SBIR) awards). When discussing technology transfer, it helps to think of these technologies as property, but intellectual property rather than real property. Intellectual property doesn't only mean patents and copyrights, though those are common ways that people will protect their intellectual property.



*When discussing technology transfer, it helps to think of these technologies as property, but intellectual property rather than real property.*

Before NASA can transfer a technology to industry, the Agency first needs to know about it and make a decision about whether to share it, with whom, and how. This review is initiated through a New Technology Report (NTR). This reporting, also referred to as invention disclosure, can be done online at <http://invention.nasa.gov>. Every NASA employee is required to report inventions per NPD 2091.1B. NASA contracts, grants, and cooperative agreements have similar reporting requirements.

Any new technology, design, or concept, big or small, should be reported in an NTR. This may be a new material or method or a modification of something already existing. It could be software or hardware, an algorithm or a prototype.

Once the technology gets reported, the Center Technology Transfer Office and NASA patent counsel determine whether the same or a similar technology already exists, determine the Agency's ownership rights to the technology, and make recommendations about the best way the technology could be commercialized. The inventor is included in these discussions, as he or she is very often the leading expert in that subject.

If NASA has an ownership right in the technology, NASA then decides the most efficient and effective way for the technology to get into the hands of the public. In some cases, the best way is to publish a paper on the discovery. In other cases, where a nonprofit, college/university, or small business contractor employee invented the technology, the Bayh-Dole Act of 1980 gives the entity the right to elect to retain title to the invention within a certain time period. If an entity other than a nonprofit, college/university, or small business invented a new technology under a NASA-funded agreement, NASA automatically takes title to those inventions, although the entity may request the Agency to waive its rights.

NASA patents may be licensed on an exclusive, co-exclusive, partially exclusive, or nonexclusive basis pursuant to 37 C.F.R. 404. Exclusive, co-exclusive, or partially exclusive licenses are only allowable if the exclusivity is necessary to incentivize the funding needed to bring the invention to practical application or promote the invention's utilization by the public (per 37 C.F.R. 404.7(a)(1)(ii)(A)-(C)). Patented technologies are cataloged and marketed to industry through the Technology Transfer Portal, <http://technology.nasa.gov>.

Center Technology Transfer Offices also conduct other marketing and outreach related to specific technologies, but the best advocate for any technology is still the inventor.

NASA inventors whose patents are licensed to industry are eligible to receive royalty payments based on a variety of factors (for example, the sales of the company). See NPR 2092.1B, Distribution of Royalties and Other Payments Received by NASA from the Licensing or Assignment of Inventions.

In the case of software, NASA may file patents or obtain an assignment of copyright from NASA employees or NASA contractors. NASA's policy is to broadly share its software programs with industry, academia, and other government agencies through the software release process using software usage agreements, or where there is commercial value, by licensing. The first step, again, is the NTR, but software moves through an ancillary review process where it is assessed for the breadth of appropriate distribution, security level, and to determine how it aligns with various engineering protocols and standards. Once NASA has cleared the software for distribution, it is then marketed to industry through the Agency software catalog, <http://software.nasa.gov>.

#### References

.....  
This process is broadly explained in NPR 7500.2, NASA Technology Transfer Requirements. Patent licensing is explained in NPD 2090.6, Authority to Enter into License Agreements and Implementation of Licensing Authority. Software release is detailed in NPR 2210.1C, Release of NASA Software.



# IV. Processes for Proposing, Implementing, and Managing Partnerships

## A. Agency-Level Processes and Procedures

### 1. Overview

An overview of the general partnership process is described in the process narrative and flowchart, developed by the Office of the Chief Financial Officer (OCFO) Business Process Design and Documentation Team, which is available on the Partnerships Community of Practice (PCoP) Web site.

The narrative is not intended to provide step-by-step directions for all possible partnership objectives and agreements, but rather provides a high level description of many of the key steps involved in the process.

Initiators should consult with their cognizant Agreement Manager, the Office of Chief Counsel (Office of General Counsel for Headquarters activities), the Headquarters Office of International and Interagency Relations (OIIR) for interagency or international agreements, or the NASA Partnership Office early in the agreement formulation process for specific advice and guidance for the particular partnership activity being contemplated.

*Initiators should consult with their cognizant Agreement Manager, legal counsel, the HQ Office of International and Interagency Relations, or the HQ Partnership Office early in the agreement formulation process.*

### 2. NASA Agreement Manager Role

Across NASA, Agreement Managers are responsible for collecting the pertinent information necessary to define the expectations of the parties that are entering into partnership agreements. The Agreement Manager's responsibilities include, but are not limited to, concluding the agreement formation process; managing the draft, review and approval process of the agreement; and facilitating the meeting of the parties' established expectations. The Agreement Manager also identifies the necessary NASA resources and funding; determines the viability of the business case; and establishes mutually agreed-upon processing times for concluding the agreement formation process. The Agreement Manager must also identify and ensure timely involvement of the appropriate NASA offices in the agreement review and approval process, including the preliminary abstract review process. Finally, the Agreement Manager maintains a system for tracking and documenting the time required for each phase of the agreement review and prepares an adequate review package for the Signing Official.

Each Agreement Manager may act as a facilitator, negotiator, or both. For the Agency's recordkeeping requirements, Agreement Managers must upload the signed version of domestic unclassified partnership agreements and supporting documentation (including, but not limited to, annexes, task orders, or modifications to the agreement, and Estimated Price Reports) to the Agency's Partnership Agreement Maker (PAM) database within five business days of agreement signature. The Agreement Manager also plays a key role in other agreement administration responsibilities and interfaces with a suite of subject

matter experts representing both staff and technical organizations, with the focus on ensuring that every agreement is effectively utilized and strategically managed.

NASA Policy Directive 1050.1, Authority to Enter into Space Act Agreements, Section 5 defines the various approaches for drafting and executing the review, negotiation, and approval process for the breadth of agreements NASA enters into within diverse groups of people and organizations.

Centers and Headquarters offices with delegated authority to conclude partnership agreements have flexibility to identify one or more individuals as Agreement Manager(s) and to identify individuals to perform the required Agreement Manager tasks in coordination with the Agreement Manager(s). In the case of international agreements, the Office of International and Interagency Relations (OIIR) serves in the role of the Agreement Manager and will identify a point of contact at the Center or at NASA Headquarters to complete specific Agreement Manager tasks.

#### Points of Contact

Each Center identifies a lead organization to manage their agreements process. NASA Headquarters also has key points of contact within each organization, (e.g., mission directorate and staff offices) to manage its agreements process. A listing of NASA's designated primary Agreement Managers is available here: <https://inside.nasa.gov/pacop/agreemanagers>.

#### References

For more information on this topic, please refer to the following:

- NPD 1050.1, Authority to Enter into Space Act Agreements
- NAII 1050-1, Space Act Agreements Guide, Chapter 1

### 3. Performing Due Diligence Regarding Prospective Partners

As part of the early agreement formulation process, it is important that NASA agreement initiators apply reasonable due diligence to ensure that a prospective partner is a responsible and eligible party for doing business with the Federal Government, unless the partner is a foreign or U.S. Government entity. In conducting the necessary due diligence, agreement initiators should consult with their Center Agreement Manager, as well as their Office of Chief Counsel (or Office of General Counsel for Headquarters) as necessary.

There are several aspects to performing due diligence for prospective nongovernment partners. For instance, the NASA initiator or Agreement Manager must check the U.S. Government's System for Award Management (SAM) system ([www.sam.gov](http://www.sam.gov)) to ensure that the prospective partner is not listed as an excluded party for purposes of conducting business, including entering into partnership agreements, with the Federal Government. The results of this check should be documented and signed by the NASA Agreement Manager as part of the official agreement record. If a prospective partner is found to be on the SAM excluded party list, the NASA initiator must consult with their Office of Chief Counsel (or Office of General Counsel for Headquarters) to obtain a written determination of whether the proposed partnership activity may proceed. In such a case, the written legal determination should also be included as part of the official agreement record.

In addition to the requisite SAM search, NASA agreement initiators must also perform the necessary research to verify that the prospective nongovernment partner has the financial, technical, and other capabilities to successfully meet their responsibilities under the agreement. This can be done using several methods including, but not limited to, reviewing data from the following sources:

- partner financial records (via publicly available records or requesting such records directly from the partner)



- partner references
- Internet searches
- trade publications
- trade associations
- verifiable knowledge of NASA personnel involved with other recent partnerships with the partner

#### 4. Headquarters Abstract Review Process

The NASA Partnership Office within Headquarters Mission Support Directorate is responsible for coordinating the NASA-wide preliminary review of proposed unclassified partnership agreement activities which have a significant impact on the Agency (see Subsections a and b below). The primary purposes of the abstract review process are to validate that NASA is being a good steward of U.S. Government resources, ensure the soundness of the financial approach and affirm that the proposed partnership aligns with the Agency's policies, strategic plan and mission. Accordingly, Centers and Headquarters offices proposing to initiate certain partnership agreements must submit abstracts of key information to the Partnership Office through NASA's Partnership Agreement Maker (PAM) system prior to negotiating or committing to any agreements.

Prior to submitting an abstract to the Partnership Office, the initiator must fully vet the abstract within their Center. This review should include all affected Center program and functional offices. In particular, all abstracts must be reviewed by the initiating Center's Office of the Chief Counsel prior to submission to NASA Headquarters. It is also advisable to vet proposed activities involving programmatic resources with the cognizant Headquarters Mission Directorate prior to submitting the abstract to Headquarters.

Upon receipt of the abstract, the Partnership Office will coordinate review of the proposed activity to ensure Agency awareness and coordination of partnership agreement activities. This review will be coordinated with key Headquarters stakeholder offices, as necessary, as well as affected Centers. The Partnership Office will provide a consolidated response to the abstract initiator either 1) indicating that there were no substantive issues raised and that the initiator may proceed with the development of the agreement; or 2) communicating substantive issues raised so that the initiator can provide the necessary additional information through the Partnership Office to facilitate further review and attempt at resolution. In some cases, the resolution process might require escalation to senior Agency management for a decision, depending on the nature of the issue. The Partnership Office will facilitate timely resolution of any issues with a goal of providing a consolidated review response within eight business days.

If, after receipt of an affirmative consolidated response from the Partnership Office, there are significant changes to the proposed activity, parties, or terms and conditions, the Agreement Manager is responsible for making the Partnership Office aware of any such changes prior to finalizing the agreement. Such changes may necessitate additional coordination with affected offices and perhaps a new review. Similarly, if after an initiating organization determined during the agreement formulation process that an abstract was not required based on application of the abstract submission criteria, and there are significant changes to the proposed activity, parties, or terms and conditions, the Agreement Manager is responsible for making the Partnership Office aware of any such changes prior to finalizing the agreement as such changes may necessitate an abstract review at that point.

The Headquarters Office of International and Interagency Relations (OIIR) is responsible for the NASA-wide preliminary review of proposed classified interagency agreements. Abstracts are required for all classified activities with a Federal Government entity directly as a partner or indirectly as a beneficiary. Initiating offices should submit an abstract to OIIR on the appropriate secure system for Agency review. Abstracts must be

properly vetted within the initiating Center prior to submitting to OIIR.<sup>18</sup> OIIR will follow a similar abstract review process as outlined in this section, using the appropriate classified systems and appropriately cleared individuals from the NASA Headquarters organizations reviewing the proposed activities.

#### **a. Abstract Submission Criteria**

Preliminary abstract review is required for all proposed partnership agreement actions (including umbrella agreements, annexes, amendments expanding the scope of an agreement, Letters of Intent, and external partnerships concluded under specialized agreement titles) that could have a significant impact on the Agency. In determining which activities may have a significant impact on the Agency, initiating offices should follow the guidelines below. These guidelines are intended to minimize the burden on initiating offices by excluding certain types of activities where the risk from those activities is minimal. In some cases when Headquarters review is not mandatory but the particular facts of the proposed activity suggest benefit from increased coordination with Headquarters, an abstract submission may be warranted. When in doubt, initiating offices should contact the Partnership Office to discuss.

#### **b. Guidelines for Submission of Abstracts for Headquarters Review**

##### **i. Always Requiring Headquarters Review:**

- Involve foreign entities either directly as a partner or indirectly (e.g., the activity is, or may appear to be based on the partner's organizational affiliations, for the benefit of a foreign entity, pursuant to NPD 1370.1), except as provided in subparagraph (iii) below.
- Involve classified activities with a Federal Government entity directly as a partner or indirectly as a beneficiary, no exceptions. Initiating offices should submit an abstract to Headquarters OIIR for Agency coordination through the appropriate classified system.
- Involve Federal Government entities directly as a partner or indirectly as a beneficiary when:<sup>19</sup> 1) the total estimated value is over \$1 million; or 2) is an umbrella agreement (as defined in Section 1.9 of NAI 1050.1C); or 3) the NASA signatory is an official-in-charge of a Headquarters office or a Center Director,<sup>20</sup> except as provided in subparagraph (iii) below.
- Involve agreements with current NASA Commercial Crew Program and International Space Station Commercial Cargo partners AND the proposed scope of work is related to those programs, except as provided in subparagraph (iii), below.
- Involve exclusive or essentially exclusive arrangements as described in subsection II.A.1., Fairness, Transparency, and the Use of Competitive Procedures, of this guide.
- Cooperative Research and Development Agreements (CRADAs)
- Reimbursable agreements priced as less than full cost (e.g., involve cost waivers, involve excluded costs under CSLA pricing authority).

##### **ii. Generally Requiring Headquarters Review:**

- Involve activities that are likely to attract significant external interest.
- Impacts a NASA Mission Directorate's activities, assets, or planning processes.
- Require a large commitment of NASA resources or reimbursable funding.
- Involve unusual policy waivers.
- Involve unorthodox agreement approaches.
- Involve potentially controversial activities.

---

<sup>18</sup> For classified activities, Center reviews must be conducted by appropriately cleared individuals on the appropriate secure systems.

<sup>19</sup> If the proposed interagency agreement does not meet the criteria for an abstract, the agreement is still required to be reviewed by OIIR, consistent with NPD 1050.1 Authority to Enter Into Space Act Agreements. Accordingly, initiators must include OIIR on the routing for the draft agreement.

<sup>20</sup> The official-in-charge list is maintained by the executive secretariat and available at: <http://inside.nasa.gov/content/executive-secretariat>.

### **iii. Generally Not Requiring Headquarters Review:**

- Agreements with foreign government and foreign noncommercial entities that are initiated by a Headquarters Mission Directorate in coordination with the Headquarters OIIR (abstracts are still required for proposed agreements with foreign commercial entities).
- Agreements with domestic partners for routine, long-standing activities that have been previously vetted with the appropriate Headquarters offices and any affected Centers.
- Renewals, extensions or minor in-scope amendments of existing agreements that were previously vetted with the appropriate Headquarters offices and any affected Centers (new Annexes not previously vetted under an umbrella agreement do not qualify for this exception).
- Routine agreements for astronaut appearances, lunar sample loan agreements, and fully reimbursable wind tunnel test services for domestic industry or other non-Federal governmental entities.
- Agreements resulting from competitive processes when those processes provide for representation and awareness among affected NASA organizations.
- Nonreimbursable Space Act Agreements with accredited U.S. colleges and universities for short-term research activities in NASA on-site labs or collaboration on student class design projects.
- Fully reimbursable or nonreimbursable agreements for NASA to host short-term workshops or conferences.

### **iv. Waiver Process for Partnership Agreements Otherwise Requiring Review**

- Initiating Centers or Headquarters offices may request a waiver for other proposed categories of agreements based on a consideration of risk to the Agency. Requestors should submit waiver requests to the Partnership Office via the Partnership Agreement Maker (PAM) system for consideration, explaining why waiving review of the particular proposed agreement category presents minimal risk to the Agency. The Partnership Office will coordinate with other affected NASA organizations in deciding whether to grant the waiver request, and will communicate the decision and rationale to the requestor.

### **c. Required Content for Abstracts**

Abstracts are typically three to five pages in length. Abstracts must include the following information, to the extent applicable, in addition to any other information the initiator considers relevant to facilitate Headquarters' review:

1. Overall description of the proposed activity or activities, type of partnership agreement proposed, applicable authority, responsible NASA personnel, intended partner (including beneficiaries of the activity), and indication of whether the intended partner or other beneficiaries of the activity are foreign entities, and if so, explanation how the activity benefits a foreign entity;
2. Responsibilities of NASA and the partner;
3. Financial commitments by NASA and the agreement partner (including estimated ranges of the total cost for NASA and the total amount to be reimbursed by the partner over the entire term of the agreement);

4. NASA resource commitments (goods, services, facilities, and equipment):
  - for all agreements, estimated ranges of the number of NASA civil service full-time equivalents and NASA contractor work-year equivalents to be committed over the entire term of the agreement, and a description of any NASA facilities and key equipment or assets to be committed
  - for other than fully reimbursable agreements, an identification of the specific NASA program or other funding source for the NASA-funded costs for the agreement
  - for reimbursable agreements with non-Federal agency partners, a description of how the NASA resources to be committed are unique or not otherwise reasonably available on the U.S. commercial market from another source
5. A description of the applicable data rights provisions, if anticipated to vary from the standard agreement sample clauses (this information is especially important for any proposed activities with or for the benefit of a foreign entity)<sup>21</sup>
6. Proposed term (that is, number of years) of the agreement;
7. Affected NASA Headquarters Mission Directorate(s), other Headquarters Offices, or other Centers, if any; and
8. A description of how the proposed activities support NASA missions.

## 5. RESERVED

## 6. Notice of Significant Partnership Action

The purpose of the Notice of Significant Partnership Action (NOSPA) is to coordinate Center announcements of significant partnership actions with Headquarters stakeholders including the A Suite, Office of Communications (OComm), Office of Legislative and Intergovernmental Affairs (OLIA), appropriate Mission Directorate(s), and other key stakeholders.

NOTE: The NOSPA process, which takes place just prior to agreement award, is not a substitute for the up- front vetting processes that are required in the initial phases of establishing partnerships. Please see Section IV.A.4, Headquarters Abstract Review Process, regarding Headquarters early awareness procedures.

An initiating organization must submit a NOSPA if directed by the NASA Partnership Office or Acquisition Strategy Council for a particular partnership action. Also, an initiating organization should exercise prudent judgment in deciding whether the submission of a NOSPA is warranted for any other significant partnership action. For example, a NOSPA may be warranted for partnership actions resulting from competitions, relating to terminations of existing partnerships, or meeting any of the following criteria:

- Involve significant capability development and/or have implications across the Agency and/or require substantial support from NASA including subsystem design/develop tasks;
- Are high visibility because of the: (1) importance to an agency's mission; (2) high development, operating, or maintenance costs; (3) high risk; (4) high return; or (5) significant role in the administration of the Agency's programs, finances, property, or other resources; or
- Will be of significant interest to the Administration, Congress, and the general public.

---

<sup>21</sup> NPd 1370.1, paragraph 1.d(3).

If a NOSPA is required for a particular partnership action pursuant to PC direction, or is otherwise warranted in the judgment of the initiating organization based on the above criteria, the initiating organization should submit a draft NOSPA to the Partnership Office via encrypted e-mail at least five business days in advance of any public announcement for the action. Prior to submission to the Partnership Office, the draft NOSPA should be coordinated with the initiating organization's management and communications offices, with the expectation that the content may be used for release to the press and other external stakeholders. The NOSPA should contain the following content:

- Title of partnership action
- Name and full address of selected partner/s (including nine-digit zip code)
- Detailed description of partnership (including whether the partnership action is the result of a competition or a termination; type of partnership; NASA assets involved)
- Estimated total dollar amount of the NASA resources to be committed and expected term (number or months or years) of the partnership

A sample NOSPA is provided in Appendix 4 of this guide.

## **7. Agreement Close-out Process for Other Than Fully Reimbursable Agreements**

Domestic and unclassified nonreimbursable agreements and domestic and unclassified reimbursable agreements with waived costs require a close-out report be submitted. Since NASA is investing resources in these types of agreements, it is important to capture the benefits and/or results related to NASA's efforts and investment. Agreement Managers, working with the agreement Technical Point of Contact, are required to provide timely, accurate, and complete close-out reports for all agreements that are not fully reimbursable.

Close-out reports are submitted via NASA's Partnership Agreement Maker (PAM) system. PAM generates reports on the 15th of every month, which are automatically sent to the lead Agreement Managers for each Center and applicable Headquarters office. The PAM reports identify agreements for which close-out reports need to be completed. Close-out reports should be completed within 15 days after the agreement's expiration and shall include sufficient information (generally several sentences in lieu of several words) to describe the results from each partnership.

For questions about the close-out process, please contact your organization's lead Agreement Manager (see listing here: <https://inside.nasa.gov/pacop/agreemanagers>) or the NASA Partnership Office.

## **8. Agreements to be Performed by NASA's Jet Propulsion Laboratory**

The NASA Management Office (NMO) administers the Federal prime contract with the California Institute of Technology (Caltech) to operate the Jet Propulsion Laboratory (JPL), NASA's Federally Funded Research and Development Center. Under the contract, Caltech is permitted to perform work for non-NASA partners when it benefits NASA and meets other requirements (for example, the work must be consistent with one or more of the core competencies identified in the contract, must be consistent with NASA's missions, and must not compete with the private sector).



If the NMO determines that the partner's proposal falls within the core competencies listed in the Caltech prime contract, and is otherwise appropriate for Caltech to perform, the NMO Procurement Officer executes a fully reimbursable Space Act Agreement (SAA) with the partner in accordance with applicable Agency policies and procedures and Headquarters review requirements. An NMO Contracting Officer then creates a task order under the Caltech prime contract, allowing for Caltech to perform the services for the partner.

Since Caltech performs the SAA services through its contract with NASA, multiple SAA standard clauses are modified to align with the terms and conditions of the Caltech prime contract, particularly the intellectual property rights clauses. The NMO and the NASA Headquarters Office of International and Interagency Relations coordinate on international agreements to ensure that clauses are consistent with the Caltech prime contract.

## 9. Agreements for Classified Activities

Per NPD 1050.1(5)(c), the Office of International and Interagency Relations (OIIR) is responsible for the NASA-wide preliminary review of proposed classified interagency agreements and for centralized tracking and coordination of classified Interagency Agreements (IAAs). Offices desiring to partner with another Federal Government entity on a classified activity should submit an abstract to OIIR for Agency coordination on the appropriate classified system. Abstracts are required for all classified activities with a Federal Government entity directly as a partner or indirectly as a beneficiary (see Section IV.A.4, Headquarters Abstract Review Process). If the abstract is approved, the initiating office should draft the classified IAA on the appropriate classified system and submit it to OIIR for agency coordination. Once a classified IAA is concluded, the Agreement Manager must provide a copy of the executed agreement to OIIR on the appropriate classified system.

NASA's Partnership Agreement Maker (PAM) system is an unclassified system and is not authorized to be used in any way for the drafting, routing, storage, or processing of classified abstracts, agreements, or any associated documents. Likewise, there must not be any documents uploaded into PAM (e.g., "dummy records" for reimbursable funds processing) relating to classified agreements or activities. All processing and documentation for classified agreements and activities will be managed by OIIR via the appropriate system.

### More Information

For guidance on classified IAAs, please see chapters 1.3 and 3 in the Space Act Agreement Guide (SAAG) or contact Margaret Kieffer, Director, Export Control and Interagency Liaison Division, Headquarters OIIR.



## 10. Umbrella Agreements

Umbrella Agreements (UAs) provide a mechanism for NASA and a partner to agree to a series of related or phased activities using a single governing instrument that contains all common terms and conditions. The UA establishes the legal framework for the accompanying annexes. Individual tasks are implemented through annexes adopting the terms and conditions of the UA and adding specific details for each task.<sup>22</sup> For example, a UA may be advisable where NASA anticipates repeated activities will be performed under a partnership agreement (for instance, iterations of testing or analysis), but cannot predict the extent of such activities. A UA might also be useful for activities expected to have multiple phases wherein the conduct of subsequent phases is dependent on the results of the former.

The use of a UA reduces administrative burden for NASA and the partner because it allows the parties to proceed with initial tasks contained in annexes and add additional related tasks in subsequent annexes as the activity progresses, without requiring an additional partnership agreement or a formal modification to the underlying UA. UAs may have several annexes, including annexes from different NASA Centers signed by the Center undertaking the activity.<sup>23</sup> Please note, however, that initiating offices may not mix reimbursable and nonreimbursable annexes under a single UA because these agreement types involve different underlying clauses and provisions. If both types of activities are contemplated with a given partner, two separate UAs would be required with the partner — one for reimbursable activities and another for nonreimbursable activities.

In developing UAs, NASA organizations are encouraged to coordinate within the Agency partnerships community to be forward leaning in developing an appropriate scope to accommodate potential cross-Agency opportunities when feasible. To facilitate this coordination, a link to a real-time Partnership Agreement Maker (PAM) report of active NASA (domestic unclassified) umbrella agreements is posted to the Partnerships Community of Practice (PCoP) Web site and is accessible here: [https://pam.nasa.gov/main/agency\\_umbrella\\_agreement\\_report.aspx](https://pam.nasa.gov/main/agency_umbrella_agreement_report.aspx).

For Annexes issued under umbrella agreements, the term (i.e., period of performance) of the Annex may not extend past the end date of the umbrella agreement under which it is issued.

---

<sup>22</sup> All annexes issued under a UA must cite a legal authority or authorities based on the legal authority or authorities cited in the UA.

<sup>23</sup> A UA and Annex do not have to be executed by the same Center or same Signing Official. All that is required is that the UA and all Annexes are executed by a NASA Signing Official with authority to bind the parties as provided in NPD 1050.1.

## B. Center-Level Processes/Procedures

---

### 1. Ames Research Center

#### a. Ames Research Center Technology Transfer Process

<http://www.nasa.gov/ames-partnerships/about>

- 1.1. Convergence of interests and goals between NASA and potential external partners; NPR 7500.2, Technology Transfer Requirements: [http://nodis3.gsfc.nasa.gov/npg\\_img/N\\_PR\\_7500\\_0002\\_/N\\_PR\\_7500\\_0002\\_.pdf](http://nodis3.gsfc.nasa.gov/npg_img/N_PR_7500_0002_/N_PR_7500_0002_.pdf)
  - a. NASA Technologies, R&D, Facilities, Expertise, Objectives, Mission
  - b. Industry or other external partner, e.g. academia, government, nonprofits, etc.: Funding, Expertise, Equipment, Market Knowledge
    - Benefit: Shorter Technology Development-Enabling NASA missions, Technology Infusion, NASA Technology Transfer, US Economic Benefits
    - Enhanced Technical Capabilities
    - Matured Technology
    - New & Improved Products
    - New Businesses and Industries
- 1.2. Prospect & Marketing to Identify Potential Partners for Research Collaborations
  - a. Understand the Research
    - Researcher is Interviewed Regarding Technology & IP
    - NASA Technology Transfer System (NTTS) Search is Performed <https://ntts.arc.nasa.gov/> (NASA Internal)
    - Assess the Value of the Invention Disclosure and Patent
    - Identify a Headquarters Champion
  - b. Determine Potential Applications
    - Identify Potential Commercial Applications
    - Attend Conferences to Understand Commercial Relevance
  - c. Anticipate Ways to Promote
    - Market Technology Through External Communication: e.g. Tech Briefs, Spin- Offs, etc.
    - Develop Target Sector/Partners: attend conferences; understand the value of technology applications.
- 1.3. Scope Partnership for Mutual Benefit
  - a. Define the Value of the Partnership
    - Understand Partner's Need
    - Understand NASA's Benefit
    - Discuss Technology Capability and Partner Needs

- b. Scope the Collaboration
  - Develop the Scope
  - Lay Out the Schedule
  - Generate Estimated Price Report (EPR) to Determine and Approve Costs and Resources (if applicable)
  - Identify the type of agreement/legal instrument; NPD 1050.1I Authority to Enter into Space Act Agreements (SAAs) <http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPD&c=1050&s=1I>
  - Set Expectations
- c. Conduct Due Diligence
  - Identify Inventions/Software with Researcher
  - Identify Background Intellectual Property (IP) and Data (NTR's, NTTS, Tech Briefs, Software Release)
  - Assess New IP Potential and Rights
- d. Assess Whether Special Terms Are Needed; NASA Advisory Implementing Instruction (NAII) 1050-1C, Space Act Agreements Guide (SAAG), at: [http://nodis3.gsfc.nasa.gov/NPD\\_attachments/NAII\\_1050-1C\\_08112014.pdf](http://nodis3.gsfc.nasa.gov/NPD_attachments/NAII_1050-1C_08112014.pdf)
  - Can Standard Terms Be Used
  - Are Special Terms Required: Payment Terms, IP Rights, PR, etc.
  - Discuss Special Terms with Mission Support Staff e.g. finance
  - Confer with Ames Research Center (ARC) Legal
- 1.4. Complete the Pursuits Registry Process and Develop Agreement in Partnership Agreement Maker (PAM) and <https://pam.nasa.gov/> (NASA Internal)
  - a. Ensure Pursuit is Submitted <https://newpursuits.arc.nasa.gov>
    - Obtain ARC Directorate Approval
    - Attend Pre-Meeting
    - Obtain Headquarters Approval
  - b. Prepare Agreement; NAII 1050-1C, SAAG, SA Advisory Implementing Instruction NAII 1050-1C at: <https://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPD&c=1050&s=1I>
    - Enter Agreement into PAM
    - Peer Review of Draft Agreement
  - c. Determine if Standard Terms Can Be Used
    - If not, seek assistance from ARC Legal to draft terms
    - Complete legal review
  - d. Provide Draft to Partner
    - Set expectations with partner and researcher
- 1.5. Negotiate Agreement to Find a Path Forward that Both the Researcher and Partner Agrees On

*Centers have local processes , procedures, and resources in place to assist with the partnership agreement formulation process.*



- a. Obtain Partner Comments Regarding the Proposed Agreement
  - Review Comments with Researcher
  - Review Comments with ARC Legal
- b. Draft the Final Agreement
  - Make Revisions as Needed Based on NASA's and Partner's Needs
- 1.6. Execute Agreement and Secure Approvals
  - a. Obtain Partner Approval
    - Send Draft Agreement to Partner
    - Review with Partner and Obtain Signature
  - b. Obtain NASA Approval
    - Seek NASA ARC Approval through E-Router
    - Discuss Issues with ARC Finance and ARC Legal, as needed
  - c. Distribute Executed Agreement
    - Notify Partner
    - Notify Researcher
    - Mail the Agreement
    - Enter Agreement into NASA Technology Transfer System (NTTS) & PAM
    - Archive Agreement
- 1.7. Manage Relationship
  - a. Launch Project
    - Assist Researcher in setting up finances e.g., WBS, Payment
  - b. Prepare Communication Strategy
    - Manage Internal Communications
    - Develop External Communication Strategy with Partner as Approved by NASA
  - c. Manage the Relationship
    - Address Contract Modifications/Follow-on Efforts
    - Review Licensing Milestones
    - Address Other Non-Technical Requests
- b. How Technology Transfer is Performed at Ames Research Center**

NPR 7500.2, Technology Transfer Requirements: [http://nodis3.gsfc.nasa.gov/npg\\_img/N\\_PR\\_7500\\_0002\\_/N\\_PR\\_7500\\_0002\\_.pdf](http://nodis3.gsfc.nasa.gov/npg_img/N_PR_7500_0002_/N_PR_7500_0002_.pdf)
- 1.8. Technology Invention Capture
  - a. Scientific discoveries and research is performed
- 1.9. Technology Disclosure <http://invention.nasa.gov>
  - a. New Technology Report (NTR) is submitted
- 1.10. Technology Viability Assessment
  - a. Technology Partnership Manager Review NTRs
  - b. ARC Legal Review of NTRs

- 1.11. Disposition
  - a. Technology Partnership Manager and ARC Legal Decide which NTRs to Pursue for Patenting
  - b. For technology that will not be patented, the Technology Partnership Manager and ARC legal determine a software release.
- 1.12. Patent Processing and Publication <http://technology.nasa.gov/patents>
  - a. Either a Provisional or Non-Provisional Patent is Issued
- 1.13. Prospect and Marketing
  - a. Provisional Patent Receives Publication Export Control Review
  - b. Non-Provisional Patent Receives a Marketing Strategy
    - Tech Briefs [www.techbriefs.com](http://www.techbriefs.com)
    - Technical Fact Sheets/ARC Technologies Available for Licensing: <http://www.nasa.gov/ames-partnerships/patent-portfolio>
    - Software Catalog <https://software.nasa.gov>
    - Quick Launch <https://quicklaunch.nasa.gov>
    - Spinoff Database <http://spinoff.nasa.gov>
- 1.14. Intellectual Property Management & Licensing  
[http://www.nasa.gov/offices/oct/tech\\_transfer/intel\\_prop\\_mgmt\\_page.html](http://www.nasa.gov/offices/oct/tech_transfer/intel_prop_mgmt_page.html)
  - a. Confidential Financial Disclosure is Created
  - b. Technical Exchange with Private Industry
  - c. License Application is Issued and Reviewed
  - d. License is Negotiated
  - e. License Agreement is Drafted
- 1.15. Technology Transfer <http://technology.nasa.gov>
  - a. Communicate Social Benefit
    - Technology is Made Available to Public
    - Education & Outreach
    - New Media
    - Social Media
    - Old Media
- c. **Ames Research Center Property Management Processes**
  - The Equipment Management Office provides technical expertise on requirements & processes to include:
    - Conducting inventories of controlled equipment
    - Coordinating formal loans & inter-Center borrows
    - Screening purchase orders for Property re-utilization in the acquisition process
    - Initiating the excess of government property
  - POC: Logistics Services 650-604-5576

- Equipment Management: Property Disposal
  - Responsible for screening, redistribution and marketing activities of NASA- owned excess, surplus, and exchange/sale personal property. This includes both controlled (decaled) and noncontrolled personal property and equipment
  - This includes transfers, exchange, sale and abandonment or destruction of NASA-owned property as well as acquiring other Federal agencies' excess personal property for NASA's use to reduce new procurement costs
  - Approve (within delegation limits of Federal laws and regulations) authorized direct transfers of excess or surplus property to other NASA Centers, Federal agencies, and eligible donees.
  - Process pending excess items that are entered into the N-prop system (Decaled and Non-decaled personal property and equipment)

#### **d. Ames Research Center New Pursuits Registry**

The New Pursuits Office is responsible for the New Pursuits Registry online database and the coordination of the review and approval process for all new pursuit activities at ARC. New Pursuit activities include all types of events, peer-reviewed proposals, property leases, SAAs, and all other partnerships or potential deals between ARC and an external partner. All ARC employees have the responsibility to ensure that any and all of these activities are registered and approved through the Pursuits Review and Evaluation (PRE) process before work begins. In addition to new pursuits, it is also the responsibility of all Ames employees to submit all modifications, amendments, annexes, and addendums to existing pursuits into the New Pursuits Registry before work under the changed parameters begins. The PRE process is led by The New Pursuits Office and the ARC Chief of Staff.

#### **Process Overview:**

Step 1: Submit Pursuit into ARC Pursuits Registry database Step 2: Attend ARC PRE meeting

Step 3. Complete PRE Meeting Actions and Resubmit Pursuit Step 4. Final Center Review by Legal and Center Management

Step 5. Submit to NASA Partnership Office within the Headquarters Mission Support Directorate for Abstract Review Process

Step 6. Respond to any Headquarters questions or concerns

Step 7. If Headquarters Approval is received, Proceed with Agreement

For details and directions on submissions to the New Pursuits Registry, please go to: <https://newpursuits.arc.nasa.gov>

Some items are submitted primarily for informational and awareness purposes. These include all types of proposals, Enhanced Use Lease (EUL) agreements, minor modifications or extensions to existing agreements and small events. Other pursuits relating to interagency agreements, large events or events that involve media, and all new SAAs will need to undergo review at both ARC and NASA Headquarters. The ARC PRE process includes the initial review and evaluation of submissions of abstracts to NASA Headquarters for all new activities that fall under the criteria specified in this guide's Section IV.A.4, Headquarters Abstract Review Process.



## 2. Armstrong Flight Research Center

Partnerships with Armstrong Flight Research Center (AFRC) provide access to unmatched environment for experimental flight test, and as part of the partnership, we offer extensive experience, expertise, and facilities not available elsewhere.

AFRC's Advanced Planning and Partnerships Office serves as the primary point of contact for exploring partnership opportunities with AFRC by finding the skill sets to meet your needs, develop requirements, and facilitate the negotiation of an agreement to secure your access to NASA's equipment, facilities, and capabilities.

POC: John Del Frate - Director  
Advanced Planning and Partnerships  
P O Box 273, MS 2701  
Edwards, CA 93523  
phone: 661-276-3704  
e-mail: [john.h.delfrate@nasa.gov](mailto:john.h.delfrate@nasa.gov)

For further information about this topic, please see <http://www.nasa.gov/centers/armstrong/capabilities/CodeZ/index.html>

### a. Armstrong Flight Research Center Equipment Loan Process

Armstrong equipment is available to be loaned to Government and non- Government organizations, private individuals, corporations, or other entities, provided the loan is in the public interest and meets the following criteria:

- a. The borrower has both the facilities and capability to secure and safely operate the equipment, including the submission of training/certifications to operate the equipment.
- b. The loan is temporary.
- c. It benefits the Government.
- d. The borrower acquires no rights to the equipment.
- e. The equipment is not modified (if modifications are required, deviations should be obtained).

POC: Facilities Engineering and Asset Management Office  
Benjamin Robles  
Supply and Equipment Management Officer  
Armstrong Flight Research Center Phone: 661-276-2590  
Email: [benjamin.a.robles@nasa.gov](mailto:benjamin.a.robles@nasa.gov)

For further information about this topic, please refer see NPD 4200.1 and NPR 4200.1.

### b. Armstrong Flight Research Center Excess Property Process

Assets that no longer have a justified need by the user or the specific program are considered excess. While AFRC does not have direct authority to dispose of its excess personal property assets, AFRC's Facilities and Asset Management Office can assist in the disposition process, which includes re-utilizing/transferring, donating, abandoning/destroying, demilitarizing/ITAR, scraping, recycling, selling, and artifact designation.

POC: Facilities Engineering and Asset  
Management Office Benjamin Robles Property Disposal Officer  
Armstrong Flight Research Center Phone: 661-276-2590  
Email: [benjamin.a.robles@nasa.gov](mailto:benjamin.a.robles@nasa.gov)

For further information about this topic, please refer see, NPR 4300.1C; DCP-F- 605.]

### **c. Armstrong Flight Research Center Technology Transfer Process**

AFRC's Technology Transfer Office actively promotes partnerships between industry, academia, and other government agencies and AFRC's researchers, leveraging the Center's technology, expertise, and facilities to solve technological challenges for NASA and its partners.

POC: Technology Transfer Office

Armstrong Flight Research Center Phone: (661) 276-3368

Fax: (661) 276-3001

Email: [DFRC-TTO@mail.nasa.gov](mailto:DFRC-TTO@mail.nasa.gov)

For further information about this topic, please visit AFRC's Technology Transfer Web site at <https://www.nasa.gov/offices/ipp/centers/dfrc/index.html>

## **3. Glenn Research Center**

The Glenn Research Center (GRC) has very active new business and partnership activities. They are led by the Center's senior management through a New Business Council (NBC) that reviews and approves all new business pursuits and proposals at the Center. The NBC was established in April of 2010 and is chaired by the Deputy Center Director. The Council is responsible for reviewing and approving both new business areas for the Center to pursue, and specific new business proposals that the Center is a major partner in or leading.

In support of these pursuits and partnerships, the Technology Transfer Office (TTO) in the Office of Technology Incubation and Innovation provides support to the NBC through its management and processing of all Space Act Agreements and licenses. In addition, the TTO has established a series of training presentations as well as summary step by step guides in accordance with all Agency procedures to facilitate the effective and efficient processing of new technology reports, necessary to license GRC's technology. The TTO is available to assist initiators with creating and negotiating agreements to best serve the partner and Center. A list of training guides can be found within the Partnership Agreement Maker (PAM) system as well as through the Center Web Intranet at Glenn (WING). Lastly, a current list of points of contact for all partnership activities and other key related information can be accessed through the TTO Home Page at <http://technology.grc.nasa.gov>.

## **4. Goddard Space Flight Center**

At the Goddard Space Flight Center (GSFC), collaboration and partnerships with other government agencies, academia, and industry are key to achieving GSFC's mission. GSFC has a long history of partnering across all GSFC sites: Greenbelt, Maryland; Wallops Island, Virginia; Independent Verification and Validation (IV&V) Facility in West Virginia; Goddard Institute of Space Studies in New York City; and others. All sites manage specific GSFC lines of business and provide partners access to flagship spacecraft and instrument development, space operations services for NASA, and other government and commercial spaceflight programs, world class scientific capabilities and expertise for Earth and space science; and small suborbital through medium class orbital mission management including NASA's only launch range services. These extensive capabilities, experience, expertise, and facilities are not available elsewhere.

GSFC's broad portfolio of partnerships are managed by individual Directorates, and coordinated centrally through Center management reviews and an overall lead Center Agreement Manager function. GSFC's specific process is documented in Goddard Policy Directive (GPD) 1050.1A. Specifically, the GSFC Strategic Partnerships Office coordinates three very important GSFC types of partnerships: global partnerships, technology transfer, and Small Business Innovative Research/Small Business Technology Transfer (SBIR/STTR) agreements. The Wallops Flight Facility (WFF) New Business Office coordinates mission partnerships at the WFF. The specific GSFC policy GPD 1050.1A and all specific lines of business agreement points of contact for GSFC are listed on the Agency Partnership Community of Practice Web site.

## 5. Headquarters

Headquarters offices follow established Agency procedures in formulating and managing partnership agreements. In addition, certain Headquarters offices have issued additional lower-level implementation guidance specific to their areas (for example, the Aeronautics Research Mission Directorate issued its ARMD Partnership Strategy and Guidelines document in February 2015). Such guidance can be found on the Partnerships Community of Practice Web site, under the Headquarters & Center Specific Guidance section here: <https://inside.nasa.gov/pacop/nodislinks>.

## 6. Jet Propulsion Laboratory

The NASA Management Office oversees the partnerships function at NASA's Jet Propulsion Laboratory (JPL) in accordance with applicable Agency policies and procedures and Headquarters review requirements. JPL is a Federally funded research and development center operated by the California Institute of Technology (Caltech). JPL-related partnerships originate from partners requesting unique JPL services that are not reasonably available from the U.S. private sector. Caltech Contract Administrators and Technical Managers collaborate to prepare draft Space Act Agreements (SAAs), including interagency agreements with other Federal agencies, which are submitted to the NASA Management Office (NMO) Contracting Officers for review and negotiation, and, if warranted, signature by the NMO Procurement Officer. (See this guide's Section IV.A.8, Agreements to be Performed by NASA's JPL, above). The NMO signs and administers the resultant SAA and passes the corresponding work through to Caltech under a task order under the NASA- Caltech prime contract. Caltech is responsible for all aspects of performing the work on behalf of the partner.

## 7. Johnson Space Center

The Strategic Partnerships Office (SPO) at the Johnson Space Center (JSC) serves as the Center office of primary responsibility (OPR) for Center partnership development activities. Coordination of Center partnership development efforts is accomplished through the SPO chaired Strategic Development Panel, which includes representation from Center technical, program, and support organizations. The Strategic Partnerships Office also serves as OPR for the Space Act Agreement and Cooperative Research and Development agreement processes. Center implementation is accomplished through a community of organizational agreement managers as detailed by JSC Procedural Requirements 1050.1 <https://cdms.nasa.gov/assets/docs/centers/JSC/Dirs/JPR/JPR1050.1D.pdf>. In addition, the following internal Web site: (<http://ao.jsc.nasa.gov/pages.ashx/34/Agreements>) identifies current Directorate agreement managers, support organization leads, as well as provides a summary of agreement guidelines.

## 8. Kennedy Space Center

### a. Partnership Development Process (KDP-KSC-P-1864)

Kennedy Space Center's (KSC's) Center Planning and Development (CPD) organization serves as the primary point of contact to potential external partners and internal organizations who are exploring partnership opportunities with KSC. CPD serves as a Center resource for consultation and agreement formulation. The CPD Partnership Development Process provides a life cycle overview for the establishment of agreements and enables timely effective decision making and maximizes the use of available KSC resources while assuring compliance with Agency policy, procedures, requirements, and Federal law. The process uses established criteria to assure KSC and Agency stakeholder vetting of partnerships, as well as identifies three subprocesses for agreement formulation based on the unique aspects of each agreement.

POC: Vicki Johnston  
Center Planning and Development  
Mail Code: AD  
Kennedy Space Center, FL 32899 phone: 321-867-3722  
email: [vicki.c.johnston@nasa.gov](mailto:vicki.c.johnston@nasa.gov)

For further information about this topic, please see:

Center Planning and Development <https://ad.ksc.nasa.gov>

KSC Master Plan <http://masterplan.ksc.nasa.gov>

KSC Announcement for Proposal Guide

[https://tdksc.ksc.nasa.gov/servlet/dm.web.Fetch/AFP\\_KTI-1864\\_6-25-2015\\_Final.pdf?gid=1010343&FixForIE=AFP\\_KTI-1864\\_6-25-2015\\_Final.pdf](https://tdksc.ksc.nasa.gov/servlet/dm.web.Fetch/AFP_KTI-1864_6-25-2015_Final.pdf?gid=1010343&FixForIE=AFP_KTI-1864_6-25-2015_Final.pdf)

Center Facility/Major Asset Assignment Decision Process

[https://tdksc.ksc.nasa.gov/servlet/dm.web.Fetch/KDP-KSC-P-2235\\_CntrFacilityMajorAssetAssignment.pdf?gid=979305&FixForIE=KDP-KSC-P-2235\\_CntrFacilityMajorAssetAssignment.pdf](https://tdksc.ksc.nasa.gov/servlet/dm.web.Fetch/KDP-KSC-P-2235_CntrFacilityMajorAssetAssignment.pdf?gid=979305&FixForIE=KDP-KSC-P-2235_CntrFacilityMajorAssetAssignment.pdf)

### b. Kennedy Customer Agreements Process (KDP-KSC-P-1885)

CPD serves as the responsible organization for all KSC matters relating to Agency's Partnership Agreement Maker (PAM) system and serves as the primary interface to the Agreement Manager community. CPD provides assistance to those involved in formulation and execution of agreements and assures compliance with NAI 1050-1, Space Act Agreements Guide (SAAG). This documented procedure serves as an overview of stakeholder roles and outlines primary steps required for creation, revision, review, approval, and expiration of partnership agreements at KSC, as well as maintenance of official records.

POC: Vicki Johnston  
Center Planning and Development Mail Code: AD  
Kennedy Space Center, FL 32899 phone: 321-867-3722  
email: [vicki.c.johnston@nasa.gov](mailto:vicki.c.johnston@nasa.gov)

For further information about this topic, please see:

<https://pam.nasa.gov>

<https://inside.nasa.gov/pacop/agreemanagers>

### c. Reimbursable Agreements Process (KDP-P-4.8.1.1)

This Chief Financial Officer (CFO) documented procedure outlines the roles and primary steps within the CFO organization for the pricing, development, review and approval of Estimated Price Reports in compliance with NPR 9090.1, Reimbursable Agreements. This process also documents steps for processing and accounting of partner funding in NASA's accounting system.

POC: Eric Lenck  
Financial Accounting Office Mail Code: GG-A-A  
Kennedy Space Center, FL 32899 phone: 321-867-3872  
email: [eric.lenck@nasa.gov](mailto:eric.lenck@nasa.gov)

For further information about this topic, please see:  
Kennedy Documented Procedures (see Chief Financial Officer listing) [http://businessworld.ksc.nasa.gov/ksc\\_docproc.html](http://businessworld.ksc.nasa.gov/ksc_docproc.html)  
NPD 9080.1, Review, Approval, and Imposition of User Charges

#### **d. Task Order Request Process (KDP-KSC-P-9090)**

Kennedy Space Center's Spaceport Integration and Services (SI) Directorate is the primary implementing organization and point of contact for KSC's major partners. The agreements that SI implements uses KSC's Task Order Request (TOR) Process as the mechanism for the partner's to request services or use of property, facilities, and assets from NASA KSC.

POC: Jean Flowers  
Chief, Customer Services and Integration Branch Mail Code: SI-I1  
Kennedy Space Center, FL 32899 phone: 321-861-9304  
email: [jean.s.flowers@nasa.gov](mailto:jean.s.flowers@nasa.gov)

Reference Link: [https://tdksc.ksc.nasa.gov/servlet/dm.web.Fetch?did=35625&rev=\\$latest](https://tdksc.ksc.nasa.gov/servlet/dm.web.Fetch?did=35625&rev=$latest)

## **9. Langley Research Center**

Langley Research Center (LaRC) evaluates potential strategic partnerships on a case-by-case basis, considering such factors as alignment with Center and Agency strategies, utilization of Center workforce and capabilities, or other benefits to the Agency and national priorities. LaRC product units (Science; Aeronautics; Space Technology and Exploration) lead these assessments along with the Office of Strategic Analysis, Communication, and Business Development (OSACB) with core resource organizations (Research; Engineering; Systems Analysis and Concepts).

#### **a. Space Act Agreements (Domestic/International)**

This is information pertaining to LaRC's development and processing of Space Act Agreements (SAAs). LaRC has a team of Agreement Specialists who reside in the Aeronautics Research Directorate who develop and process all the SAAs for LaRC. Contact the Center Agreements Manager, Sherri Yokum, at [sherri.l.yokum@nasa.gov](mailto:sherri.l.yokum@nasa.gov) or 757-864-3739 to initiate an agreement.

An overview of our agreements process and our FAQ's are available on the LaRC Web site provided below.

For information regarding SAAs at LaRC, check our internal Web site at <https://saa.larc.nasa.gov>. Additional reference documents are CP-1050.3, CP-1050.7, and Langley Policy Directive (LaPD) 1050.1 which are available on our internal Web site above and on the Langley Management System (LMS) at <https://lms.larc.nasa.gov/index.cfm>.

#### **b. Interagency Acquisition Agreements (7600A/B Forms)**

This process is owned by Office of Chief Financial Officer. This mechanism allows NASA to purchase goods, services, and workforce from other Federal Government Agencies. Contact Gerri Smith in OCFO at [gerri.r.smith@nasa.gov](mailto:gerri.r.smith@nasa.gov) or the IAA team in OCFO at [larc-dl-ocfo-iaateam@mail.nasa.gov](mailto:larc-dl-ocfo-iaateam@mail.nasa.gov) to initiate.

Internal process is kept on OCFO shared drive and sent out when needed.

#### **c. Intergovernmental Personnel Act (IPA) Agreements**

An IPA Agreement permits the temporary assignment of personnel between Federal agencies; state, local, and Indian tribal governments; colleges and universities; and certain other organizations. For information regarding IPAs, refer to Langley Procedural Requirements (LPR) 3334.1F, and consult Office of Human Capital Management.

LPR 3334.1F is available on LMS Web site at: <https://lms.larc.nasa.gov/index.cfm>

#### **d. Property Loan Agreements**

LaRC Point of Contact is Richard De Jesus. LaRC processes for outgoing and incoming property loans are documented in LMS CP-2731 and LMS CP- 2737 and available on the LMS Web site.

Outgoing Property Loans LMS-CP-2731; Incoming Property Loans CP-2737 available on LMS Web site at <https://lms.larc.nasa.gov/index.cfm>

#### **e. Software Usage Agreements**

For information regarding software usage agreements, consult Bonnie Lumanog who is the Point of Contact at LaRC for the Software Usage Agreements.

#### **f. Patent License Agreements**

Summary: Contact the Technology Commercialization Specialist, Kathy Dezern, to discuss Patent License Agreements.

LMS CP-1716 on LMS Web site at: <https://lms.larc.nasa.gov/index.cfm>; also, <https://technologygateway.nasa.gov/index.cfm?fuseaction=partnerships>

provides links to other Web sites covering licensing and Quicklaunch licenses.

#### **g. Nondisclosure Agreements**

Contact OCC to discuss. We do not sign Nondisclosure Agreements.

Work with OCC if one is requested to substitute the Federal Acknowledgement of the Applicability of the Trade Secrets Act for consideration.

#### **h. Distinguished Researcher Agreements**

Acceptance of gratuitous services for Distinguished Research Associates are processed under NPR 9090.1, paragraph 1.2.2(b) and LaPD 1300.4

LaPD 1300.4 available on the LMS Web site at: <https://lms.larc.nasa.gov/index.cfm>

#### **i. Student Volunteer Agreements**

Summary: Contact OHCM/Office of Education for discussions regarding Student Volunteer Assignments.

#### **j. LaRC Exchange Agreements**

These are agreements for using LaRC Exchange facilities.

Consult OHCM/Randy Cone and OCC to discuss.

List of Reference Links: LaPDs 9050.7, 9050.8, 9050.9 are available on the LMS Web site at <https://lms.larc.nasa.gov/index.cfm>



## 10. Marshall Space Flight Center

The Marshall Space Flight Center (MSFC) partnerships process is documented in Marshall Procedural Requirements (MPR) 1050.2, Procedure for Executing Agreements with Non-MSFC Entities. This document describes the responsibilities of all involved parties, the procedure for processing Space Act Agreements (SAAs), and the procedure for processing Enhanced Use Leases (EULs). This document should be consulted for the authoritatively prescribed SAA and EUL processes.

MSFC executives as high as the Center Director sign off and approve these agreements. MSFC personnel who create and process the agreements include the Center Agreement Manager, a team of Agreement Specialists, Partnership Managers in the Partnerships Office, management and technical points of contact who will perform the agreement work, the Office of the Chief Financial Officer, the Office of the Chief Counsel, and others as needed. The MSFC Agreement Manager is Steve Lambing ([steve.lambing@nasa.gov](mailto:steve.lambing@nasa.gov), 256-544-2277). The manager of the MSFC Partnerships Office is Sam Ortega ([sam.ortega@nasa.gov](mailto:sam.ortega@nasa.gov), 256- 544-9294).

The Center Agreement Manager resides in the Office of Strategic Analysis and Communications (OSAC). Agreement Specialists reside in OSAC and are also located in other Center organizations directly involved in the SAAs.

### a. Space Act Agreement Process

The Space Act Agreement (SAA) process begins when management or technical points of contact (MPOCs and/or TPOCs) begin discussing possible work with a potential partner. A Partnerships Manager (PM) from the Partnerships Office is usually involved once these discussions begin to take focus. The PM and an Agreement Specialist (AS) guide the MPOC/TPOC through the agreement development and approval process. This may include a review by the Partnerships Working Group, a tabletop review and an abstract review at NASA Headquarters, if required.

The AS assures that the agreement drafted by the MPOC/TPOC in the Partnership Agreement Maker (PAM), along with the rest of the agreement package, is complete and meets any special requirements that may exist. One example of a special requirement would be preparation and inclusion of a Form 893 when the agreement involves a loan of equipment. A Resource Analyst from the MPOC/TPOC's organization prepares an estimated price report, which is a required part of the agreement package. The AS sees to the concurrence routing of the agreement package, followed by obtaining of signatures (agreement execution) by the partner and authorized MSFC executive.

Once executed, the AS advises interested MSFC parties that the agreement has been signed and that work may begin, contingent upon receipt of partner funds for reimbursable agreements. The AS is also responsible for agreement records retention and disposition.

### b. Enhanced Use Lease Process

The first step in the Enhanced Use Lease (EUL) process is completion of an EUL Site Feasibility evaluation and an implementation proposal by the potential partner and the Office of Center Operations (OCO). The Strategic Planning Council (SPC) must approve the proposal.

The Agreement Specialist (AS) uses the PAM tool to provide NASA Headquarters with an abstract for their review. OCO and the partner develop Part 1 of the EUL package, which is independently reviewed within OSAC. The SPC provides Authority to Proceed based on Part 1.

Part 2 completes the EUL package, which is routed by the AS for Center concurrences. The Integrated Management System Council or Facilities Utilization Review Committee conducts a review of the package, which is then routed, with signatures, to Headquarters. Headquarters provides MSFC with a signed Authority to Proceed letter.

If required, Procurement publishes a Notice of Availability, holds an industry forum and oversees a source evaluation process. The selecting official selects a developer, with whom the MSFC Office of Procurement negotiates. A development agreement is signed contingent upon concurrence from NASA Headquarters. The Chief Financial Officer and OCO take the final steps to execute the EUL.

#### **c. Equipment Loan Process**

The MSFC process for the loan of Government-owned equipment can be found in Section 2.6 of Marshall Procedural Requirements (MPR) 4000.2, Property Management. Short-term loans are processed using the NASA Form (NF) 892, whereas all other loans use NF 893. A written justification explaining the NASA mission requirement for the loan, and that the loan is in the best interest of the government, is required. The Center Supply and Equipment Management Officer (SEMO) must approve all long-term loans. The SEMO and property custodian work closely together to accurately fill out the loan form and obtain signatures by the borrower, equipment manager, SEMO, and legal counsel. When the loan is made in conjunction with a Space Act Agreement (SAA), the Agreement Specialist makes the form part of the agreement package which is routed for concurrence. The NASA organization proposing the loan retains official accountability and will ensure receipt of annual inventory reports from the loan recipient.

#### **d. Lease Process**

MSFC follows the Agency-level process for leases, documented in NPR 4200.1, NASA Equipment Management Procedural Requirements. An equipment lease may be part of a Space Act Agreement (SAA), and thus processed along with the SAA itself. Equipment on lease to NASA shall be identified and tracked by the Center equipment management organization. Detailed requirements for lease of Government-owned property can be found in NPR 4200.1.

#### **e. Excess Property Process**

MSFC Office Work Instruction (OWI) AS40-OWI-0016, Disposal Process Narrative, specifies the MSFC process for handling of excess property. This OWI implements the Agency policies found in NPR 4300.1, NASA Personal Property Disposal Procedural Requirements. With respect to partnerships, the excess property process would remain standard and follow AS40-OWI-0016. Property loaned to a partner via an SAA would be returned to the Center and handled according to Center processes, including the process for excess property, if that is the case.

#### **f. Technology Transfer Process**

NASA has established an Agency-wide, uniform process for technology transfer. A description of the Agency technology transfer process can be found in this guide's Sections I.D.6 and III.E, Commercializing NASA Technology. Mr. Terry Taylor (ZP30, 256-544-5916) is the manager of the MSFC Technology Transfer Office, and is therefore the Center Point of Contact for any technology transfer activities.

## 11. Stennis Space Center

Partnerships are an important element of mission success at the Stennis Space Center (SSC), and the Center actively seeks partnership opportunities in a variety of areas that contribute to the Agency mission and the goals of the Center. SSC does not have a centralized Partnerships Office, but manages the partnership development process in a more distributed manner from within the SSC directorates that will lead the partnership activity. The majority of current SSC partnership agreements originate from two core functions of the Center — (1) reimbursable propulsion test projects with both government and commercial partners that are managed by the Engineering and Test Directorate (E&TD), and (2) partnerships with tenants of SSC for the occupation of facilities and the provision of Center services that are managed by the Center Operations Directorate (COD). SSC staffs a Strategic Business Development Manager that serves as the “front door” for SSC Partnership opportunities, as well as a Propulsion New Business Manager in E&TD focused on business and partnership opportunities for the SSC test complex. New Partnership opportunities are reviewed and vetted through the Stennis Control Board (SCB) as appropriate prior to partnership agreement development. SSC maintains Agreement Managers within E&TD and COD that oversee the partnership agreement process in these two areas, and a contractor Agreement Specialist that coordinates the agreement administrative processes. SSC’s overall agreement process is captured in Stennis Policy Directive 1050.1, John C. Stennis Space Center Agreement Preparation, Processing, and Management ([https://ssctdpub.ssc.nasa.gov/servlet/sm.web.Fetch/SPD\\_1050\\_Rev\\_B\\_FINAL\\_FINAL.pdf?rhid=1000&did=91139&type=released](https://ssctdpub.ssc.nasa.gov/servlet/sm.web.Fetch/SPD_1050_Rev_B_FINAL_FINAL.pdf?rhid=1000&did=91139&type=released)).

SSC Partnerships POC:

.....  
Mr. Don Beckmeyer

Manager, Strategic Business Development (228) 688-3788

[don.h.beckmeyer@nasa.gov](mailto:don.h.beckmeyer@nasa.gov) Building 1100, Mail Code AA03 Stennis Space Center, MS 39529-6000



# V. Partnerships Tools and Resources



*There are a variety of Agency tools and resources available to assist with partnership agreement formulation and management.*

## A. System Tools

### 1. Partnership Agreement Maker

NASA's Partnership Agreement Maker (PAM) system is an internal (InsideNASA) tool used for the drafting and electronic routing of Agency partnership agreements, except international and classified agreements. PAM is also the official repository of record for the storage of all such agreements (pursuant to NPD 1050.1).<sup>24</sup> Finally, the system is also used for the processing of all unclassified domestic and international agreement abstracts and is a resource for performing searches and generating reports in regard to the Agency's portfolio of domestic unclassified agreements.

PAM and related reference materials are accessible here: <https://pam.nasa.gov>.

Automated PAM training is available via SATERN: [https://satern.nasa.gov/customcontent/splash\\_page](https://satern.nasa.gov/customcontent/splash_page) (access SATERN and search on "PAM"). The training is structured into four separate modules, with the first geared toward basic system functionality, the second addressing the basic document drafting and routing features, the third discussing abstracts and other agreement development features, and the fourth covering routing, signature, close out of agreements, and other administrative aspects.

For questions regarding PAM, please contact Greg Brenner, PAM system administrator, or Joe Kroener, director of the NASA Partnership Office.

### 2. System for International External Relations Agreements

The Office of International and Interagency Relations (OIIR) provides guidance and direction for NASA's international partnerships, a role that includes responsibility for drafting and negotiating cooperative and reimbursable agreements with foreign aeronautics and space partners. OIIR uses its System for International External Relations Agreements (SIERA) as the official repository for the Agency's international agreements. Copies of international agreements may be obtained from OIIR upon request. For guidance on who to contact to obtain an agreement in a particular area, please visit the OIIR Web site: <http://oiir.hq.nasa.gov>.

### 3. Systems Applications & Products

NASA's core financial system is the Systems Applications & Products (SAP). SAP has served as NASA's financial accounting system since 2003. To date, NASA has implemented the following modules: funds management, financial accounting, sales and distribution, investment management, materials management, controlling (cost), project systems, real estate, and Contractor Cost Reporting. Collectively, these integrated components make up NASA's financial system of record for financial statements, external reports, project analysis, and management control.

---

<sup>24</sup> The organization's designated Agreement Manager is responsible for uploading the signed version of domestic unclassified partnership agreements and supporting documentation (including, but not limited to, annexes, task orders, or modifications to the agreement, and Estimated Price Reports) in PAM within five business days of Agreement signature.

### **a. Fundamental Objectives for System Applications & Products**

The fundamental objective for Systems Applications & Products is to efficiently and economically satisfy the needs of NASA officials for reliable, accurate, timely, and complete financial data in order to effectively ensure the following:

- Administrative control over and accounting for appropriations so responsible officials may establish and document that NASA financial transactions are within amounts appropriated and apportioned, and for purposes legally authorized and administratively approved.
- Budget formulation and execution.
- Management and deployment of resources to achieve optimal results in the execution of missions and activities.
- Control over property and other assets.
- Responsiveness to the requirements of the Congress, the Government Accountability Office, the Office of Management and Budget, the General Services Administration, the Department of the Treasury, the Federal Accounting Standards Advisory Board, and other external agencies with respect to financial operations and status.

See NPR 9010.1 Financial Management Requirements Overview, Section 2.1 for additional information.

### **b. Obtaining Data and Information from System Applications & Products**

Data is available from Systems Applications & Products (SAP) using a report producing tool called BOBJ — NASA Business Objects. All transactions entered into SAP are updated daily at midnight. Thus, the data from BOBJ is up to date and real time.

BOBJ contains predefined reports: an individual can log into the tool and chose from a drop down menu of reports that are produced from SAP data. Below is a list of several of the reports available from BOBJ.

#### **Accounts Payable**

- Accelerated Payments Report
- Payment History Report
- Payment History with Award Attributes

#### **Accounts Receivable**

- A/R by Customer Agreement
- A/R Finance Charges
- Reimbursable Billing and Collection History
- Reimbursable Unobligated Balance
- Reimbursable Consumption Report

#### **Budget Execution**

- Funds Distribution
- Plan vs. Actual
- FY Budget Structure
- Budget Document Detail

#### **Funds Distribution**

- Available Budget Balance
- Full cost status report
- Non-Full Cost Status Report
- Agency View of Unobligated Budget
- Center View of Unobligated Budget
- Operations Report (Direct)
- Operations Report (Reimbursable)
- Center to Center Transfer Report



### c. BOBJ — Sample of Reports Available

In addition to the predefined reports, data can also be extracted from BOBJ and imported into an Excel Spreadsheet for additional analysis.

#### FAQs

Can any NASA employee obtain access to the BOBJ report tool?

Yes. To start the process of obtaining access to BOBJ, please contact the NASA Enterprise Service Desk.

Is training available for BOBJ?

Yes, training is available. Please consult the NASA SATERN training catalog for additional information. Also, BOBJ has a user friendly guide that can walk an employee through reading the BOBJ screens and obtaining desired reports. Please consult the NASA Enterprise Service Desk for more information.

#### Point of Contact

NASA Enterprise Service Desk 1-877-677-2123

#### References

NPR 9010.1, Financial Management Requirements Overview

NPR 9200.1, Accounting General Overview

NASA FY 2015 Agency Financial Report

## B. NASA Partnerships Community of Practice Forum

NASA's Partnerships Community of Practice (PCoP) is comprised of an informal group of Agency stakeholders involved in various capacities with the partnerships process. Led by the NASA Partnership Office, the PCoP facilitates collective learning and process improvement through the dissemination of partnerships related information, the sharing of best practices, and the development and implementation of process improvements. The PCoP meets annually (usually in May) to conduct training, hold workshops and roundtable discussions, and discuss relevant issues of interest to the community. The PCoP also has monthly tag-up meetings, as well as additional ad hoc forums as needed.

For more information about the PCoP, or to be added to the PCoP meeting and e-mail distribution, please contact Joe Kroener or Diane Frazier in the Partnerships Office at Headquarters.

## C. Interagency Partnerships Liaison Team Forum

The Interagency Partnerships Liaisons (IPL) team was established in January 2011 following internal NASA discussions and the release of the 2010 National Space Policy, which highlighted the importance of strengthening interagency partnerships to achieve national goals. The Headquarters Office of International and Interagency Relations is responsible for leadership of the IPL, which is comprised of senior NASA representatives from 15 Headquarters' offices and 10 Centers. The IPL meets monthly to coordinate on interagency partnership activities, hear briefings on key topics, and discuss issues related to interagency collaboration. Ultimately, the IPL serves to contribute to senior NASA leadership early awareness of interagency activities and enable a comprehensive view of interagency partnerships across the Agency to support strategic Agency decision-making.

For more information about the IPL, please contact Margaret Kieffer or Jennifer Troxell in the Office of International and Interagency Relations at Headquarters.

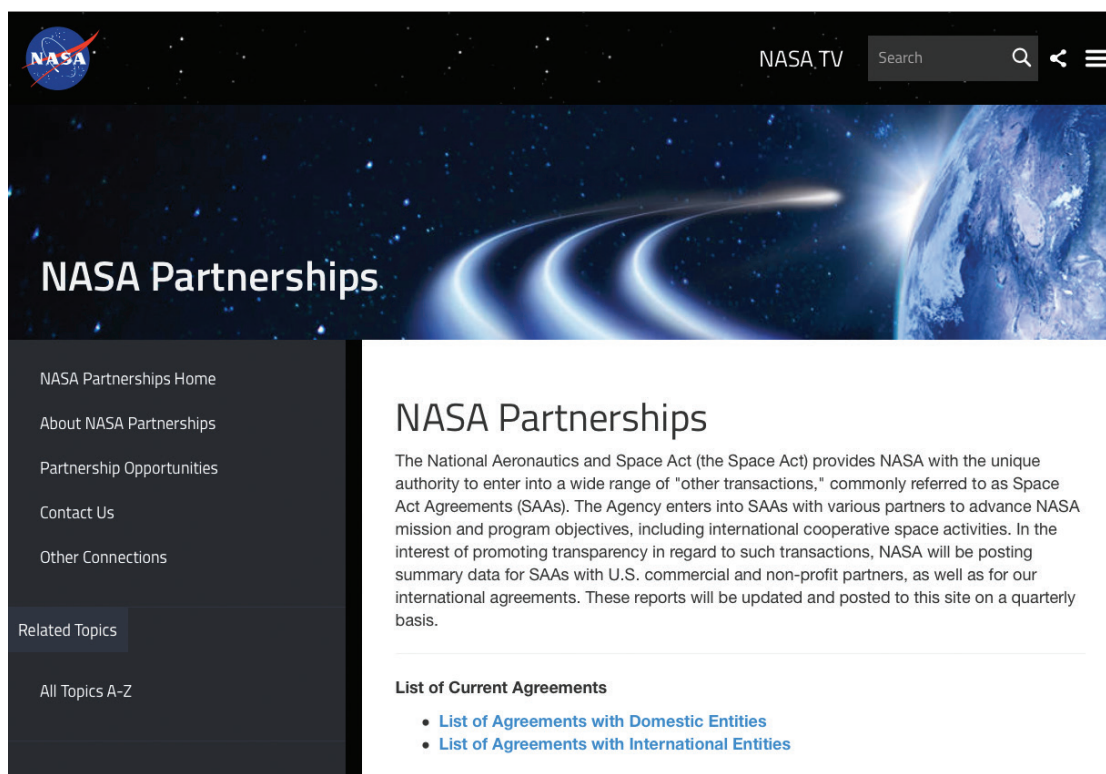
## D. Agency Partnerships Offices Roundtable Forum

The Agency Partnerships Offices Roundtable (APOR) is formed of representatives from each Center Partnership Office and specifically addresses: Center-focused strategies and their implementation, operational practices and lessons learned, business development priorities and synergies. NASA Centers' partnerships activities reflect their individual assets, organizational structures, and (often) their experience base, regional relationships, and future-planning scenarios. Initiated in 2015, the APOR is a venue for sharing information on these topics.

For more information about the APOR, please contact Tom Engler at the Kennedy Space Center, Yolanda Marshall at the Johnson Space Center, or Sam Ortega at the Marshall Space Flight Center.

## E. Web Sites

- NASA Partnerships (<https://www.nasa.gov/partnerships.html>) — Public site that provides information to external entities wishing to seek partnership opportunities with NASA. This site also provides information about Space Act Agreements (SAAs) and summary listings of NASA's active domestic and international SAAs.
- Partnerships Community of Practice (<https://inside.nasa.gov/pacop/home/index.html>) — InsideNASA site that serves as an internal resource to NASA's partnerships community by facilitating the intra-Agency awareness and coordination of partnerships related information. Specifically, this site includes links to applicable laws, regulations, policies, other guidance, agreements processing tools, and other "Community of Practice" information.
- Acquisition Strategy Council (<https://inside.nasa.gov/web/insidenasa/acquisition-strategy-council.html>) — InsideNASA site that provides information about NASA's ASC, including its purpose, Decision Memorandums, and other information.



# VI. Acronyms; Referenced Policy and Procedural Documents; and Appendices

## A. Acronyms

---

AFP – Announcement for Proposals  
AFRC – Armstrong Flight Research Center  
APOR – Agency Partnerships Offices Roundtable Forum  
ARC – Ames Research Center  
ASC – Acquisition Strategy Council  
ATFI – Aerospace Technical Facility Inventory  
Caltech – California Institute of Technology  
CRADA – Cooperative Research and Development Agreement  
CFO – Chief Financial Officer  
CFR – Code of Federal Regulations  
CMO – Center Management and Operations  
CSLA – Commercial Space Launch Act  
EAR – Export Administration Regulations  
ECC – Education Coordinating Council  
EPR – Estimated Price Report  
EUL – Enhanced Use Lease  
FAR – Federal Acquisition Regulation  
FRED – Facilities and Real Estate Division  
GRC – Glenn Research Center  
GSFC – Goddard Space Flight Center  
IAA – Interagency Agreement  
IdMAX – Identity Management and Account Exchange  
IPL – Interagency Partnerships Liaisons Team  
ITAR – International Traffic in Arms Regulations  
IV&V – Independent Verification and Validation  
JPL – Jet Propulsion Laboratory  
JSC – Johnson Space Center  
KSC – Kennedy Space Center

LaRC – Langley Research Center  
MSFC – Marshall Space Flight Center  
MOU – Memorandum of Understanding  
NAII – NASA Advisory Implementing Instruction  
NEPA – National Environmental Policy Act  
NOA – Notice of Availability  
NOSPA – Notice of Significant Partnership Action  
NPD – NASA Policy Directive  
NPR – NASA Procedural Requirement  
NTAA – NASA Transition Authorization Act of 2017  
NTR – New Technology Report  
NTTS – NASA Technology Transfer System  
OCFO – Office of the Chief Financial Officer  
OCIO – Office of the Chief Information Officer  
OCO – Office of Center Operations  
OComm – Office of Communications  
OGC – Office of the General Counsel  
OIIR – Office of International and Interagency Relations  
OSI – Office of Strategic Infrastructure  
OTA – Other Transactions Authority  
PAM – Partnership Agreement Maker (formerly known as the Space Act Agreement Maker or SAAM)  
PC – Partnership Council  
PCoP – Partnerships Community of Practice  
PIP – Program Information Package  
RFI – Request for Information  
SAA – Space Act Agreement  
SAM – System for Award Management  
SAAM – Space Act Agreement Maker (now known as the Partnership Agreement Maker or PAM)  
SAAG – Space Act Agreements Guide  
SAP – Systems Applications and Products  
SBIR – Small Business Innovative Research  
SEMO – Supply and Equipment Management Officer  
SIERA – System for International External Relations Agreements  
SSC – Stennis Space Center  
WFF – Wallops Flight Facility

## B. Referenced Policy and Procedural Guidance Documents

---

The following NASA Advisory Implementing Instruction (NAII), NASA Standards, NASA Policy Directives (NPD), and NASA Procedural Requirements (NPR) are cited in this guide.

NPD 1001.0C, 2018 NASA Strategic Plan

NPD 1050.1, Authority to Enter into Space Act Agreements

NPD 1050.2, Authority to Enter into Cooperative Research and Development Agreements

NPD 1360.2, Initiation and Development of International Cooperation in Space and Aeronautics Programs

NPD 1370.1, Reimbursable Utilization of NASA Facilities by Foreign Entities and Foreign-Sponsored Research

NPD 1380.1, Managing Agency Communications

NPD 1383.2, NASA Assistance to Non-Government, Entertainment-Oriented Motion Picture, Television, Video & Multimedia Productions/Enterprises, & Advertising

NPD 1387.1, NASA Exhibits Program

NPD 1388.1, Employee Participation in NASA Education and Communications Activities

NPD 2090.6, Authority to Enter Into License Agreements and Implementation of Licensing Authority

NPD 2091.1, Inventions Made By Government Employees

NPD 2521.1, Communications and Material Review

NPD 4200.1, NASA Equipment Management Procedural Requirements

NPD 8800.14, Policy for Real Estate Management

NPD 9080.1, Review, Approval, and Imposition of User Charges

NPR 1387.1, NASA Exhibits Program

NPR 1600.4, Identity and Credential Management

NPR 2092.1, Distribution of Royalties and Other Payments Received by NASA from the Licensing or Assignment of Inventions

NPR 2190.1, NASA Export Control Program

NPR 2210.1, Release of NASA Software

NPR 4200.1, NASA Equipment Management Procedural Requirements

NPR 4300.1, NASA Personal Property Disposal Procedural Requirements

NPR 7120.5, NASA Space Flight Program and Project Management Requirements

NPR 7500.2, NASA Technology Transfer Requirements

NPR 7900.3, Aircraft Operations Management Manual

NPR 8621.1, Mishap and Close Call Reporting, Investigating, and Recordkeeping

NPR 8715.3, NASA General Safety Program Requirements

NPR 8715.5, Range Flight Safety Program

NPR 8800.15, Real Estate Management Program  
NPR 9010.1 Financial Management Requirements Overview  
NPR 9090.1, Reimbursable Agreements.  
NPR 9200.1, Accounting General Overview  
NPR 9250.1, Property, Plant, and Equipment and Operating Materials and Supplies  
NPR 9470.1, Budget Execution  
NAII 1050-1, Space Act Agreements Guide  
NAII 1050-2, Cooperative Research and Development Agreement Program Information  
NAII 1050-3, NASA Partnerships Guide  
NAII 2190, Export Control Program Operations Manual  
NASA-STD 8719.7, Facility System Safety Guidebook

**Following are the Center-specific policy and procedural documents cited in this guide.**

**Armstrong Flight Research Center**

DCP-F-605

**Goddard Space Flight Center**

Goddard Policy Directive (GPD) 1050.1A

**Johnson Space Center**

JSC Procedural Requirements 1050.1

**Kennedy Space Center**

KSC Master Plan

KSC Announcement for Proposal Guide KDP-KSC-P-1864

KDP-KSC-P-1885 KDP-P-4.8.1.1

**Langley Research Center**

Langley Policy Directive (LaPD) 1050.1 LaPD 1300.4

LaPD 9050.7,

LaPD 9050.8

LaPD 9050.9

Langley Procedural Requirements (LPR) 3334.1F CP-1050.3

CP-1050.7 CP-1716 CP-2731 CP-2737

**Marshall Space Flight Center**

Marshall Procedural Requirements (MPR) 1050.2, MPR 4000.2

MSFC Office Work Instruction (OWI) AS40-OWI-0016

**Stennis Space Center**

Stennis Policy Directive 1050.1



## C. Appendices

---

### 1. Sample Notice of Availability (NOA)

#### Sample Notice of Availability (NOA)

NOA-KSC-LandDev\_2016-2018

##### Seeking Aerospace Industry Interest in Land Development at NASA Kennedy Space Center (KSC)

##### Purpose of this Notice

National Aeronautics and Space Administration's (NASA's) Kennedy Space Center (KSC) is undergoing a transition from a government-only launch complex to a multi-user spaceport, as set forth in the KSC Master Plan. The multi-user spaceport strategy leverages KSC's unique location, land resources, and infrastructure to achieve Agency programmatic objectives while also providing opportunities for the development of capabilities and assets for commercial aerospace endeavors. This Notice of Availability (NOA) is targeted towards users that are interested in developing commercial capabilities on vacant KSC property in accordance with the KSC Master Plan. Based on responses to this NOA, NASA may select potential partners with which to have additional discussions regarding possible public-private partnerships to allow for commercial development of available KSC property. The specific land uses that NASA will consider for commercial development under this NOA are:

- Launch Operation and Support
- Assembly, Testing, and Processing
- Renewable Energy
- Research and Development
- Vertical Launch\*
- Vertical Landing\*

\*NASA has limited real estate capacity to accommodate commercial development and operation of Vertical Launch and Vertical Landing sites. For these two land use categories, information received in response to this NOA may be used to determine if the commercial aerospace industry is ready to develop Vertical Launch and Vertical Landing capabilities on KSC in the next 2-5 years. Based on the level of interest, NASA may take additional steps to conduct a fair and open competition to select the most qualified entity(ies) for development of these land uses.

Detailed information and definitions of the above land uses can be found on the KSC Master Plan Web site: <http://masterplan.ksc.nasa.gov>

KSC seeks, through this notice, broad awareness and visibility of commercial development opportunities through partnerships with industry and non-federal public entities. NASA may grant a partner an interest in real property (land) for a specified term through an instrument such as a lease, a use permit, or other form of real property agreement in accordance with the National Aeronautics Space Act, 51 U.S.C. §§ 20101 et seq. The real property agreement will provide the partner sufficient rights to occupy, operate, modify, and maintain KSC real property as necessary to support the partner's proposed use.

Commercial use of KSC real property supports NASA's mandate to "seek and encourage, to the maximum extent possible, the fullest commercial use of space" as stated in 51 U.S.C. § 20112(a)(4), supports the goals of the National Aeronautics and Space Act, and advances the National Space Policy's mandate that federal agencies shall "ensure that United States Government space technology and infrastructure are made available for commercial use on a reimbursable, noninterference, and equitable basis to the maximum practical extent."

It is NASA's intent to ensure fairness to all parties and to ensure best value to the Government in granting use of NASA real property.

### **NOA Objectives**

NASA seeks written responses to this notice to assist KSC in achieving the following objectives:

1. Identification of specific interest from industry and non-federal public entities in pursuing a real property agreement with NASA for land development on KSC, as described in the purpose of this notice;
2. Increase commercial access to space;
3. Enhance U.S. commercial competitiveness in the space launch industry;
4. Diversify the user base at KSC; and
5. Promote partnerships to build, expand, modernize, or operate aerospace-related capabilities through land development at KSC.

NASA will make land available only if deemed in the Government's best interests. NASA reserves the right to proceed with development and negotiation of real property agreements with respondents to this notice, or to take no action.

NASA is not precluded from entering into agreements with other Federal entities for uses identified in this NOA, or for deciding to use the property for NASA purposes, regardless of expressions of interest and proposed uses that NASA may receive from industry or non-federal public entities pursuant to this notice.

Responses to this NOA place NASA under no obligation to proceed with any partnering arrangements.

### **Uses That NASA Will Not Consider**

For the real property uses enumerated above in this notice and defined in the KSC Master Plan, NASA will not consider:

- Proposed uses that are deemed incompatible with the current KSC Master Plan, NASA or KSC land use policies or existing environmental conditions;
- Proposed uses that could negatively impact NASA's mission;
- Proposed non-aerospace uses of KSC real property or proposed uses that do not otherwise contribute to enabling commercial access to space;
- Proposed transfer of title to land;
- Proposed residential uses or purely agricultural uses; or
- Proposed uses that NASA in its sole discretion determines not to be in the best interests of the government.

## **Environmental Considerations**

KSC is currently developing for the KSC Master Plan a Programmatic Environmental Impact Statement (PEIS) pursuant to the National Environmental Policy Act (NEPA), 42 U.S.C. §§ 4321 et seq., which requires federal agencies to assess the impacts of proposed agency actions before decisions are made regarding whether to take the proposed action. All potential land uses, as envisioned within the KSC Master Plan, are addressed in the PEIS. This PEIS does not cover specific actions or projects that may be proposed by a potential user. Any proposed uses selected under this NOA may require additional NEPA analysis addressing the specific proposal and its potential impacts. Any additional analysis will be “tiered” off of the KSC PEIS, which is expected to be completed by the end of FY 2016. Potential users selected for further discussions or negotiations will not enter into an immediate real property agreement with KSC, but instead may enter into a Reimbursable Space Act Agreement with KSC to begin planning and NEPA-related activities for the proposed land use.

## **Instructions for Responses**

Those interested in utilizing KSC real property for any of the above described uses shall submit responses electronically, via e-mail, to the Points of Contact (POC) listed below. The response shall be a maximum of 10 pages. Responses shall contain a minimum font size of 12 points. To facilitate a prompt review, the response shall clearly identify the responder’s land use needs and planned utilization of the real property.

Responses shall include the following information:

- Company information. Specify organization name, address, primary POC and telephone number, business size and type, and product or service line (Provide North American Industry Classification System (NAICS) code if available).
- Identify the specific real property (land) requirements (e.g., size in square feet, line of sight issues, utilities) and provide an overview of the proposed concept of operations for using the real property (land).
- Identify the approximate time when the real property (land) is needed, a projected development schedule, initial operational capability and estimated duration for the proposed use.

Note: Responses should not request a specific location or site. NASA may reject as nonresponsive any response that is contingent upon NASA providing a specific location or plot of land. NASA will make siting decisions after it identifies potential partners. While NASA may consider the potential partner’s input, NASA shall make such decisions at its sole discretion.

## **Government Assessment Criteria**

NASA reserves the right to apply criteria for assessing the “best fit” for uses and users that it considers for the real property identified in this notice. Such criteria include, but are not limited to:

### **Compatibility**

NASA may consider whether a proposed use or user is compatible with KSC uses and NASA missions based on the following:

- Whether the entity presently operates or directly supports space launch or space user missions for the U.S. Government at KSC or Cape Canaveral Air Force Station;
- Whether the entity operates or directly supports commercial space launch or commercial space user missions, regardless of whether the U.S. Government is a customer;

- Whether the proposed use is compatible with the current uses as defined in the KSC Master Plan, land use policies, and environmental conditions;
- Whether the proposed use aligns with NASA's mission, purpose, and NOA objectives and plans for KSC as a multi-user spaceport;
- Whether the proposed use offers any benefit to KSC, NASA, or other U.S. Government interests;
- Whether the occupancy need dates can be accommodated; and
- Whether environmental, safety, and security impacts of the proposed use and user pose risks to KSC, NASA, and/or other U.S. Government interests.

### **Capability**

NASA may consider the proposed user's financial capability to accomplish its proposed use.

### **Siting**

All decisions regarding siting shall be at NASA's sole discretion.

### **Additional Information**

NASA Kennedy Space Center (KSC) is hosting an Industry Day to discuss the Notice of Availability (NOA) 3 for Land Development. The event will be held on August 30, 2016 from 8:30 a.m. to 4:30 p.m. at Kennedy Space Center, Florida. Interested parties will have the opportunity to tour available land use sites, attend a briefing and participate in an interactive discussion. All interested parties must register through the NASA KSC Industry Day Registration Form. Due to limited space, only two representatives per company may attend the event.

Deadlines to register are as follows:

U.S. Citizens: August 9, 2016 Non-U.S. Citizens: July 25, 2016

For specific questions you would like to be addressed, complete the attached form and return to [nancy.a.potts@nasa.gov](mailto:nancy.a.potts@nasa.gov) no later than August 16, 2016. Questions will be addressed during the briefing on August 30, 2016. All questions and answers will be posted as an amendment to the NOA following Industry Day.

No solicitation exists; therefore, do not request a copy of a solicitation. Additional information, if any, will be released via the FedBizOpps Web site ([www.fbo.gov](http://www.fbo.gov)). It is the responsibility of potential users to monitor FedBizOpps for the release of any new or additional information.

This NOA is not to be construed as a commitment by the Government to enter into any contract or agreement, or negotiation of any contract or agreement. NASA will not pay for any information provided. NASA will not be providing responses or results of any evaluations.

This NOA will remain open, and interested parties may respond, for up to two years from the date of this NOA's posting. Please reference this NOA number in any response: (NOA-KSC-LandDev\_2016-2018)

It is not NASA's intent to publicly disclose proprietary information obtained through this NOA; therefore, if proprietary information is included, it should be clearly marked. Consistent with its statutory obligations and to the extent permitted under the Freedom of Information Act, NASA will protect such data from public disclosure.

Any questions you may have may be submitted in writing, via email, to the POCs listed below. Oral questions will not be entertained.

### **Points of Contact**

Primary:

Name: Nancy Potts

Title: Economic Development Manager

E-mail: [nancy.a.potts@nasa.gov](mailto:nancy.a.potts@nasa.gov)

Alternate:

Name: Steven E. Parker

Title: Agreement Officer

E-mail: [steve.parker@nasa.gov](mailto:steve.parker@nasa.gov)

## 2. Sample Request for Information (RFI)

### Sample Request for Information

#### Notice Information

**Solicitation:** RFI-KSC-VABHB2-2016

**Agency/Office:** Kennedy Space Center Location: Office of Procurement

**Title:** Request for Information – Vehicle Assembly Building (VAB) High Bay 2 (HB2)

**Description(s):** Added: Mar 04, 2016 10:31 am

#### Introduction

This Request for Information (RFI) solicits responses from entities that have an interest in using the Kennedy Space Center's (KSC) Vehicle Assembly Building (VAB) High Bay 2 (HB2) and optional Mobile Launch Platforms (MLPs) for launch and reentry operations for the benefit or on behalf of the U.S. Government.

#### Background

On June 15, 2015, KSC released an Announcement for Proposals (AFP) to formally advertise the availability of VAB HB2 and MLPs. The AFP invited proposals for the commercial use of VAB HB2 and MLPs consistent with the Commercial Space Launch Act (CSLA), 51 U.S.C. Sections 50901–23. Proposals were due on August 21, 2015. The original AFP is available at the link specified in the “Additional Information” section below.

#### Purpose of this RFI

The purpose of this RFI is to identify potential partners that are interested in using VAB HB2 or MLPs for efforts beyond the scope of the CSLA authority. Any such use would not receive direct cost pricing but instead be subject to an allocation of the full cost of operations and maintenance of the VAB.

NASA will utilize other areas of the VAB for Program activities and act as the VAB site operator under a shared-use arrangement. NASA will not consider proposals for non-aerospace uses of VAB HB2 or MLPs.

Responses to this RFI shall:

1. Describe the level of interest in VAB HB2 and optional MLPs.
2. Describe the technical approach, including a general concept of operations, potential time-frame for development and frequency of use for VAB HB2 and optional MLPs.
3. Describe the expected customer base.
4. Describe the overall financial capability to implement the proposed technical approach.
5. Describe past experience in flight hardware integration and other relevant projects or programs.

NASA KSC seeks to ensure broad awareness and visibility of this RFI. All categories of U.S. domestic entities including commercial, federal, and state organizations, and United States Commercial Providers as defined in the Space Commerce Act, 51 U.S.C. Section 50101(7), are invited to submit responses to this RFI.



## **Response Instructions**

All responses must be submitted as an electronic file in Portable Document Format (PDF) via email to the NASA Point of Contact identified below.

Responses should not exceed five (5) pages. Font should be Times New Roman, size 12. Responses must be received by the NASA Point of Contact no later than 12:00 pm Eastern Time on March 18, 2016. NASA will not consider responses received after this deadline. NASA will send responders an acknowledgment of receipt of their response.

It is not NASA's intent to publicly disclose proprietary information obtained through this RFI; therefore responders should clearly mark such information as proprietary. NASA will protect such data from public disclosure to the extent permitted under the Freedom of Information Act and other laws and regulations.

NASA has no intent to reply to individual responses, but reserves the right to conduct follow-up interviews with respondents, if needed.

## **Additional Information**

NASA requests this information for planning purposes only. It does not intend to publicly disclose responses. This RFI does not constitute a Request for Proposals, Invitation for Bids, Request for Quotations, or Announcement for Proposals. This RFI is not an offer or commitment by the Government to enter into a contract or other type of agreement. Moreover, the Government will not pay for the information submitted in response to this RFI, nor will the Government reimburse responders for costs incurred to prepare responses to this RFI.

NASA will use the RFI responses to gauge market interest and determine whether it is in the best interest of the Government to commence negotiations under any pending proposal that does not fully conform to the CSLA or to issue a new AFP that is open to uses beyond the scope of the CSLA.

The original AFP can be found at: [https://www.fbo.gov/index?s=opportunity&mode=form&id=33605579003dadcb846d0dc897c359a7&tab=core&\\_cview=1](https://www.fbo.gov/index?s=opportunity&mode=form&id=33605579003dadcb846d0dc897c359a7&tab=core&_cview=1)

NASA reserves the right to amend or withdraw this RFI at any time. It is each responder's responsibility to monitor the FedBizOpps Web site for the release of any additional RFI information.

## **Point of Contact**

Name: Steve Parker

Title: Agreement Officer Phone: 321-867-2928

Fax: 321-867-7189

E-mail: [steve.parker@nasa.gov](mailto:steve.parker@nasa.gov)

## **Contracting Office Address**

NASA/John F. Kennedy Space Center

John F. Kennedy Space Center, Florida 32899

## **Place of Contract Performance**

Kennedy Space Center, Florida 32899

United States

### 3. Policy and Operational Framework for Partnerships Benefitting Foreign Commercial Entities

#### Policy and Operational Framework for Proposed Partnerships Benefitting Foreign Commercial Entities

##### Policy Summary

Proposed partnerships<sup>1</sup> that could result in a competitive advantage to foreign commercial entities<sup>2</sup> over U.S. industry must be carefully evaluated and will only be approved on a case-by-case basis when deemed by the Deciding Official (see “Deciding Official” section below) to be in NASA’s and the nation’s best interest.

In determining whether an activity would be expected to result in a competitive advantage to a foreign commercial entity, the Deciding Official will assess the relevant technical, business, and legal considerations based on the information provided by the initiating Center/HQ Office and others (see “Collecting and Processing Required Information” section below). The framework is not intended as a “checklist” of minimum mandatory requirements for a proposed activity to be approved, but as a guideline for the considerations relevant to the Deciding Official’s decision. The Deciding Official will consider the totality of the information provided and will weigh the relative merits and risks in deciding whether to approve the proposed partnership.

The policy and operational framework below is consistent with the definitions and policy foundation established in NASA Policy Directive (NPD) 1370.1, “Reimbursable Utilization of NASA Facilities by Foreign Entities and Foreign-Sponsored Research.” The framework does not supersede or alter NPD 1370.1. Rather, the framework encompasses a broader scope to include the full range of activities considered for both reimbursable and non-reimbursable partnerships benefitting foreign entities and addresses additional procedural matters regarding vetting procedures for such proposed partnerships.

##### Framework Requirements

All partnerships benefitting foreign commercial entities that are approved to proceed by the Deciding Official must be structured such that, in the judgment of the Deciding Official:

1. one or more of NASA’s objectives as described in the Space Act are significantly advanced; and
2. U.S. commercial entities are able to maintain competitiveness with foreign entities as practicable under the circumstances.

<sup>1</sup> For purposes of this framework, “partnerships” include Space Act Agreements (SAAs), Commercial Space Launch Act Agreements (CSLAs), Enhanced Use Lease (EUL) Agreements, Cooperative Research and Development Agreements (CRADAs), and any other non-procurement type partnership instrument. It does not include procurement instruments such as contracts, grants, and cooperative agreements, which are governed by the Federal Acquisition Regulation (FAR) and other guidance and procedures. Nor does it include partnerships directly with foreign Governments.

<sup>2</sup> “Foreign commercial entity” means a corporate or other commercial entity that is not established under a state or Federal law of the United States. “Benefitting a foreign commercial entity” means that a foreign commercial entity could have access to and use of end products (including data) resulting from a partnership agreement with NASA, either directly or through common corporate ownership with a U.S.-based subsidiary.

The requirement for significantly advancing NASA’s objectives can be demonstrated in multiple ways—for example, by ensuring access to test results, enabling technology transfer to NASA or to the public sector, enhancing cross-fertilization of knowledge, contributing to a mission or to operational infrastructure systems, enhancing NASA workforce skills and capabilities, sharing of data rights or publication of results, sharing of intellectual property rights or patent licensing arrangements, and/or supporting broader U.S. policy or interests, including important foreign policy objectives. Consistent with obligations in international agreements to which the United States is a party, the requirement for maintaining U.S. commercial competitiveness means that such partnerships must be structured as non-exclusive arrangements such that U.S. commercial entities have access to the data, facilities, and opportunities for similar partnerships with NASA to enable them to maintain competitiveness with foreign entities.

### **Applying the Framework**

In all cases, proposed partnerships falling under this policy framework can be approved only if the Deciding Official determines in writing that, based on the information provided, one or more of NASA’s objectives as described in the Space Act are significantly advanced, U.S. industry is able to maintain competitiveness with foreign entities, and the proposed partnership is in the best interests of NASA and the nation.

In regard to specific procedural requirements, the framework makes a distinction between fully reimbursable and other than fully reimbursable (i.e., partially reimbursable or non-reimbursable) partnerships in regard to the procedural vetting requirements. This distinction is made because the investment of NASA resources through other than fully reimbursable arrangements effectively amounts to a co-development activity between NASA and the foreign commercial entity. Therefore, such partnerships warrant a higher standard of scrutiny and due diligence as compared to fully reimbursable activities that do not involve an investment of NASA resources.

The framework is applied to various scenarios as follows—

1. For non-reimbursable or partially-reimbursable agreements:

Additional information will be required from the initiating Center/HQ Office as described in the “Question Set” section below to enable the Deciding Official to determine whether the proposed agreement is expected to result in a competitive advantage to the foreign commercial entity over U.S. industry.

- a. If the proposed agreement is found by the Deciding Official to result in a competitive advantage, the publication of a public announcement will be required so that U.S. industry can express interest and be considered for a similar partnership opportunity, unless the Deciding Official determines in writing that an announcement is not necessary under the particular circumstances and documents the rationale for that decision. When an announcement is required, the initiator must allow a minimum of 14 calendar days for responses to the announcement and then provide a summary and assessment of the responses to the Deciding Official for his/her consideration.
- b. If the agreement is not found by the Deciding Official to result in a competitive advantage, the agreement can be approved without a public announcement.

## 2. For fully-reimbursable agreements:

Neither the additional question set nor the announcement are generally required, although the Deciding Official may require either or both in certain circumstances when, in the judgment of the

Deciding Official, there are additional sensitivities with the proposed partnership that require a higher standard of scrutiny and due diligence.

### **Deciding Official**

For purposes of this policy framework, the cognizant HQ Mission Directorate Associate Administrator or Office Chief (i.e., Chief Engineer, Chief Scientist, or Chief Technologist) will generally serve as the Deciding Official for such proposed partnerships that fit exclusively within their programmatic areas of responsibility.

The Partnership Council (PC) Chair will serve as the Deciding Official for such proposed partnerships that:

- a) Involve significant capability development, and/or have implications across the Agency and/or require substantial support from NASA including subsystem design/develop tasks;
- b) Are high visibility because of the: (1) importance to an agency's mission; (2) high development, operating, or maintenance costs; (3) high risk; (4) high return; or (5) significant role in the administration of an agency's programs, finances, property or other resources; or
- c) Will be of significant interest to the Administration, Congress, or the general public.

The PC Chair will also serve as the Deciding Official when the matter cannot be decided through the lower level review process and for appeals of lower level decisions. Appeals must be submitted in accordance with the appeal procedures outlined in the Partnership Council charter.

### **Collecting and Processing Required Information**

The existing partnership abstract review process managed by the NASA Partnership Office within HQ MSD will be used to collect and process the required information, including the additional information described in the "Question Set" section below when applicable. The abstract information will be considered by the Deciding Official in determining whether the proposed partnership will be approved to proceed. In addition to the abstract information, the Deciding Official may also consider other sources of information including feedback from the NASA abstract reviewers and designated Capability Leaders, feedback from the public announcement (if one was required), personal knowledge, staff research, etc.

## Question Set

### Technical Considerations

1. How does the proposed partnership benefit NASA? How would it advance NASA's missions, programs, and projects? (note: partnership must provide a significant technical, scientific, and/or economic benefit to the Agency or the nation)
2. What is the current Technology Readiness Level (TRL) of the technology involved? What would be the expected TRL level upon the completion of the proposed partnership?
3. Would NASA be helping the partner actually improve its product (e.g., providing technical advice/analysis) or just providing use of a NASA resource (e.g., data, facility)?

### Business Considerations

1. What type of arrangement is being proposed (i.e., partially reimbursable or non-reimbursable) and what is the rationale for that arrangement? What is the NASA funding source for the NASA resources to be committed?
2. What is the current state of U.S. industry in this technology area and to what extent would this partnership impact U.S. efforts in this area? What is the basis for your assessment?
3. Has NASA engaged in similar partnerships with U.S. industry partners or are there efforts underway to do so? If not, why not?
4. Is NASA currently funding or otherwise supporting the development of domestic capabilities in the related technology development area(s)? If so, would those efforts be adversely impacted by support of a foreign competitor?
5. What are the proposed terms in regard to inventions and data resulting from the activity? Would the inventions and data derived from the partnership be made publicly available?
6. In the case of partnerships with U.S. subsidiaries of foreign-owned companies, what is the specific business set-up between the parent company and the U.S. subsidiary (firewalls, flow of data, etc.)?

### Legal Considerations

1. Has the proposed activity been reviewed by NASA's designated export control officials for compliance with applicable ITAR/EAR requirements?
2. Have inventions and data rights related to the technology been reviewed by patent counsel for consistency with Intellectual Property provisions, and alignment with the goals of the proposed activity?
3. Is the proposed partnership otherwise compliant with applicable legal and regulatory requirements?
4. Are there any known treaty obligations or other international agreements that are relevant to the proposed agreement?

## 4. Sample Notification of Significant Partnership Action (NOSPA)

### Sample Notification of Significant Partnership Action (NOSPA)

**Title:** Provide a one line description of the Center, Partner(s), and Activity

Selected Partner(s) (include full partner name & address, including 9 digit zip):

ABC Corporation  
123 Main Street  
Anywhere, USA 98765-4321

#### Detailed Description of Partnership Action:

In two to three paragraphs, describe the planned partnership action, including:

- Type of partnership contemplated
- NASA assets involved
- Whether the action is the result of a competition
- Whether the action involves a termination and, if so, a brief explanation of the circumstances leading to the termination action
- Previous notification to/awareness of Headquarters management (i.e., Partnership Council meeting, sponsoring Mission Directorate review, Headquarters abstract review, etc.)
- Other key facts to ensure Headquarters Senior Management and key stakeholder offices (including the Offices of Communications and Legislative Affairs) understand the planned action.

#### Total Term of Partnership and Estimated Total Potential Cost of NASA Resources Involved:

Provide a breakdown of the subject agreement, including base agreement and all potential options (broken down by years/length of performance, milestones, phases, etc.). Also provide an estimate of the total potential NASA resources involved for each period.

#### Center Partnership Office POC:

Jane Doe  
Mail Code/Organization: 123 NASA Space Center, YZ 12345  
Phone:  
E-mail:

**Desired Date to Notify Partner(s) (allow five (5) business days to permit Headquarters to coordinate review):**

Note: Centers should plan for a minimum of a five-day period to allow for sufficient coordination with Headquarters stakeholders, including the A Suite, lead Mission Directorate, Office of Communications, and Office of Legislative Affairs. **Centers must wait to be notified by the NASA Partnership Office within the Headquarters Mission Support Directorate (MSD) that the coordination process is complete before making any public announcement or taking any other action associated with the partnership action necessitating the NOSPA.**



## 5. General Guidelines for Pricing Reimbursable Agreements

National Aeronautics and Space Administration



### General Guidelines for Pricing Reimbursable Agreements

When establishing an agreement, there are several factors to consider: authority, partner type, and the nature of the activity. Another key consideration is the price to be charged to the partner. NASA officials should always start with considering the maximum allowable pricing permitted for the proposed activity.

The three general approaches used to establish agreement prices, in order of consideration, are:

1. **Fair Market Value** – used when the activity results in a lease (out-grant) of NASA Real Property to the partner
  - Permits NASA to retain the lease proceeds in excess of costs to improve NASA's facilities;
  - Two common leasing authorities are: (1) Enhanced Use Lease (EUL) and (2) National Historic Preservation Act (NHPA), if the property qualifies as a historic property.
2. **Full Cost** – used when the activity is for a good or service
  - Economy Act for Other Federal Agencies is most common;
  - Other Transactions Authority (OTA) of the Space Act for non-Federal partners is most common;
3. **Less Than Full Cost** –
  - Under OTA, cost waivers may be permitted when there is justifiable tangible benefit to the Agency;
  - Under Commercial Space Launch Act (CSLA), reimbursement is limited to direct costs. Use of CSLA pricing authority is discretionary and may only be used when the activity involves launch or reentry property/services.

www.nasa.gov

1

National Aeronautics and Space Administration



### General Guidelines for Pricing Reimbursable Agreements: Fair Market Value

#### Enhanced Use Lease (EUL) Authority under 51 U.S.C. § 20145:

Results in a real property agreement and permits NASA to retain lease consideration in excess of full costs in connection with the lease to improve NASA's facilities. When appropriate, this type of agreement should be the primary authority used to lease out (out-grant) non-excess (underutilized) real property to non-federal entities.

The following general criteria apply when considering an EUL:

1. EULs may only be for cash consideration except in cases where in-kind consideration is permitted to develop renewable energy production facilities;
2. Cash consideration received must cover the full cost to NASA in connection with the lease;
3. NASA is prepared to grant a lease hold interest in the property for the term of the lease;
4. EUL partners & activities should provide mission-enhancing, programmatic benefits to the Agency;
5. Alterations, modifications require NASA approval, and must comply with applicable laws, regulations, and NASA requirements;
6. The EUL will not have a negative impact to NASA's mission.

www.nasa.gov

2



## General Guidelines for Pricing Reimbursable Agreements: Fair Market Value

### National Historic Preservation Act (NHPA) Authority under 54 U.S.C. § 306121:

Results in a real property agreement permitting NASA to retain the lease proceeds to defray the cost of administration, maintenance, repair, and related expenses with respect to (1) the historic leased facility itself, or (2) other historic properties on the National Register that are owned or controlled by the Agency. If the non-excess real property is being considered for lease (out-grant), also consider using NHPA, when appropriate.

The following general criteria apply, when considering an NHPA Agreement:

1. NASA is prepared to grant a lease hold interest in the property for the term of the lease;
2. Restrictive time frame on use of lease proceeds (three years) – more restrictive than EUL;
3. Supports the preservation of historic properties; and
4. The lease will not have a negative impact to NASA's mission.



## General Guidelines for Pricing Reimbursable Agreements: Full Cost

### Reimbursable Interagency Agreement (IAA) under Economy Act Agreement (31 U.S.C. § 1535):

Results in IAAs that permit NASA to perform an activity to advance the Federal partner's interests using NASA's goods, services, facilities, or equipment. This authority is the primary authority used to enter into agreements with Other Federal Agencies for the acquisition of supplies or services between agencies.

The following general criteria apply, when considering an Economy Act Agreement:

1. Activity under the agreement is for the direct benefit of the Federal partner;
2. Requires full cost recovery (NO waived costs);
3. OCFO confirms the Federal partner's funds are legally available and that they serve a purpose for which the funds are appropriated;
4. May NOT result in co-mingling of NASA's and the partner's appropriated funds, which could lead to augmentation issues; and
  - A. If NASA plans an activity, and a Federal partner wishes to add discrete tasks to the activity, then NASA pays for its portion of the activity and the Federal partner reimburses NASA for their additional discrete tasks at full cost under a separate reimbursable Economy Act agreement.
  - B. Both parties may agree to share data generated by the activity.
5. This authority is generally not used for real property agreements with Federal partners because it does not give out-grant authority to NASA (leases of NASA property to external parties).



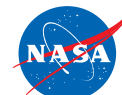
## General Guidelines for Pricing Reimbursable Agreements: Full Cost (and Less than Full Cost)

### Reimbursable Space Act Agreement (RSAA) under Space Act Authority (51 USC § 20113(e)):

Results in RSAs that permit NASA to perform an activity to advance the commercial partner's own interests using NASA's goods, services, facilities, or equipment. This type of agreement is generally used for reimbursable agreements with non-Federal partners.

The following general criteria apply when considering an RSAA:

1. Full cost must be used as baseline for estimating agreement.
2. Cost waivers may be permitted if there is a justifiable tangible benefit to the Agency
  - A. Cost waivers must demonstrate a tangible and quantifiable benefit to the government. For example:
    - 1) Activities related to NASA's strategic education goals; or
    - 2) Access to work products (e.g., test data) are made available to NASA.
  - B. Cost waivers may not be based on intangible benefits, such as goodwill, community relations, or philanthropic reasons.
  - C. Cost waivers require special approvals (including abstracts—see bullet 4 below).
3. Cost waivers should not be approved for commercial partnerships where the partner's work under the agreement is in fulfillment of another Federal Agency's contract.
4. A justification rationale detailing the tangible benefit to the Agency of waiving costs must be provided in advance via the HQ abstract review process.



## General Guidelines for Pricing Reimbursable Agreements: Less than Full Cost

### Direct Cost Only Agreements under Commercial Space Launch Act (CSLA) Authority (51 U.S.C. § 50913):

Results in agreements that permit NASA to provide commercial launch or reentry services, but limits reimbursement to direct costs. Use of this discretionary authority is only permitted for commercial launch or reentry activities that do not fulfill a Federal Government requirement.

In addition to the established principles for use of CSLA pricing authority, it is NASA policy that the following criteria apply when entering into a reimbursable agreements under this discretionary authority.

CSLA based agreements should support the following objectives:

1. The effort will likely result in increased U.S. based launch industry capability; and
2. The effort is likely to result in a better (increased) competitive environment for U.S. commercial launch or reentry activities.

The general guidelines on the next slide will help to ensure these objectives are met.



## General Guidelines for Pricing Reimbursable Agreements: Less than Full Cost

---

### GENERAL GUIDELINES FOR CSLA AGREEMENTS

1. CSLA pricing for reimbursable agreements should generally be limited in time and scope to meet the following criteria:
    - A. Enables a NASA Mission priority (e.g., Multi-user spaceport, M2M/Artemis – once priority is achieved, CSLA usage should be reevaluated); or
    - B. Enables new capability development (including emerging and non-traditional partners) within the U.S. aerospace industry.
  2. CSLA pricing should generally not be used for reimbursable agreements:
    - A. When the impact to the Agency budget outweighs the expected value/benefit;
    - B. For activities involving NASA contract activities (e.g., CRS2 and CCtCap);
    - C. For activities involving other Federal Agencies or commercial partners working on behalf of other Federal Agencies; or
    - D. Involving partner lease of NASA real property that is deemed non-excess or otherwise is needed for public use.
  3. A justification rationale using the criteria above to support the basis for CSLA pricing must be provided in advance via the HQ abstract review process. The HEOMD Associate Administrator or designee will be the Deciding Official for proposed use of CSLA authority as part of the abstract review process. Each proposed CSLA will be evaluated on a case-by-case basis.
-



National Aeronautics and Space Administration

**NASA Headquarters**

300 E Street SW  
Washington, DC 20546

**[www.nasa.gov](http://www.nasa.gov)**

NP-2019-10-2769-HQ