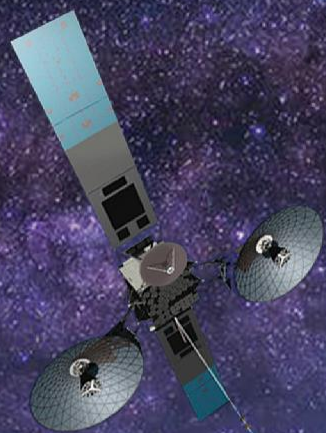


National Aeronautics and Space Administration



NASA Partnerships Guide

Partnership Office, Mission Support Directorate

NASA Advisory Implementing Instruction (NAII) 1050-3D

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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 (NAIIs), or other guidance should be verified by reviewing the cited authority directly.

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Change Log			
Change	Date	Section Number	Description/Comments
D	04-01-2026	Section I. Overview	Subsection I.C.2: Removed Office of Chief Scientist, and Office of Technology, Policy, and Strategy. Subsection I.D: Updated agreement type definitions.
		Section II. Considerations for Partnerships	Subsections II.A.2, II.A.3, III.B.2: Incorporated initiatives related to G-Invoicing, multi-center clarification, and full cost clarification. Subsection II.A.9: Specified mandatory coordination with OIIR and OGC. Subsection II.A.12: Changed concurrence from OGC to PO for agreements longer than 5 yrs. Subsection II.B.3: Removed STEM Engagement goals.
		Section IV. Processes for Proposing, Implementing, and Managing Partnerships	Subsection IV.A.2: Added Lead Agreement Manager role and provided distinction of responsibilities. Subsection IV.A.4: Revised abstract criteria and tiered model. Subsection IV.A.5: Added new Quality Agreements section. Subsection IV.A.6: Revised deviation requirements in alignment with NPD 1050-7. Subsection IV.A.8: Removed Close-Out Process and requirement.
		Section V. Partnership Tools and Resources	Subsection V.B: Elaborated on PCOP meeting and resources.
		Section VI. Appendices	Renumbered appendices and indicated they were a point-in-time reference. Reviewed and updated acronym usage.
		Throughout	Reviewed and updated website links and points of contact. Subsections II.A.1, II.A.2, II.A.3, II.A.7, III.B.2, III.D, IV.A.2, IV.A.4, IV.A.5, IV.A.6: Changed layout to provide simplicity, clarity, and additional clarification.

NASA Partnerships Guide

I. Overview

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



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 partnership mechanisms. Further, it does not include grant and cooperative agreement financial assistance activities, which must be conducted in accordance with Office of Management and Budget (OMB) guidance, the NASA Grant and Cooperative Agreement Manual, and other Federal and Agency guidance.¹ Finally, the guide does not include real estate instruments. If a partner requires the use of any NASA real property, the NASA partnership initiator should consult with the center assigned Real Property Accountable Officer (RPAO) responsible for the real property

¹ 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 website at: <https://nasa.sharepoint.com/sites/procurement>.

requested. The RPAO is responsible for advising in regard to processes and procedures for real estate agreements in accordance with NPR 8800.15, Real Estate Management Program.

Key Principles:

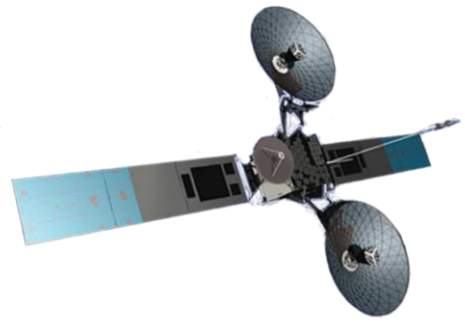
- If unsure whether an agreement falls under partnership authority, consult NPD 1050.7 and the NASA Partnership Office.
- Use this guide as a decision-support tool, not a substitute for NPR/NPD compliance.
- Document rationale for decisions in the Partnership Agreement Maker (PAM) system.

References

NPD 1050.7, Authority to Enter into Partnership Agreements

NPR 8800.15, Real Estate Management Program

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



B. Partnership 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 agreements. When considering partnerships as a means of advancing NASA objectives, it is incumbent upon the Agency to use them judiciously, strategically, and in a manner consistent with applicable national statutes, policies, and priorities.

This section discusses how NASA engages in partnerships to accomplish Agency 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 are aligned with the Agency's mission, vision, goals, and objectives, as stated in its strategic plan. Partnerships are also vital for enabling the Agency to implement its broad mandate under the National Aeronautics and Space Act, as amended (the "Space Act"), national space policy, congressional direction, and other mandates.

NASA's primary partnership objectives include advancing the Agency's strategic goals and objectives, 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 capabilities.

1. Advancing NASA's Strategic Goals and Objectives

NASA utilizes partnerships in support of the Agency's missions and programs 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. NASA's four strategic goals as stated in the Agency's 2022 Strategic Plan are to:

- 1) Expand human knowledge through new scientific discoveries;
- 2) Extend human presence to the Moon and on towards Mars for sustainable long-term exploration, development, and utilization;
- 3) Catalyze economic growth and drive innovation to address national challenges; and
- 4) Enhance capabilities and operations to catalyze current and future mission success.

A few examples of partnership activities in support of these goals 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 enabling commercial space activities.
- Addressing critical problems such as air traffic capacity and the environmental effects of air passage to safely enable the next generation of air transportation. NASA is working closely with the U.S. Department of Transportation'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 to test experimental materials and share the resulting data.
- Exchanging scientific knowledge, data and analysis techniques to advance scientific discoveries with domestic and international partners. Such partnerships also build stronger relationships that can create opportunities for economic growth at home as well as enhance our operational capabilities for NASA missions.

2. Expanding Human Knowledge

Science and technology communities are 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 and publications 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. Department of Commerce's National Oceanic and Atmospheric Administration, Department of Interior's 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 the Moon, Mars, and other destinations in our solar system, missions to explore the history of our universe, and spacecraft to observe and study our sun in keeping with NASA's space sustainability goals and other Agency objectives. 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 and sustainable 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 agreements with foreign entities 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). NASA entered into bilateral 1998 Memoranda of Understanding 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 agreements with foreign entities for bilateral, instrument-level cooperation: Perhaps the most common form of international cooperation on flight projects (whether they be spaceflight, 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 agreements with foreign entities 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.
- Science and Technology Research Agreements: NASA also enters into many nonreimbursable agreements with foreign entities 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's 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 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 separately 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 agreements with foreign entities:** 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 include use of NASA wind tunnels and 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" (51 U.S.C. §20112), 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 can reach and influence a new generation of aeronautics and space enthusiasts.

6. Facilitating Efficient Use and Management of Agency Capabilities

The Agency's 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 capabilities.
- When appropriate, enabling partners to benefit from use of unique NASA 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.

In considering such partnership opportunities, 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.

References

51 U.S.C. sec 20112, Functions of the Administration

NASA's partnership activities are often cross-cutting and may involve multiple stakeholder organizations.



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 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 Section IV.A.9 of this guide).

The ASC charter is included in [NPD 1000.3, The NASA Organization](#), which is available via the NASA Online Directives Information System (NODIS) at <https://nodis3.gsfc.nasa.gov/>. Also, additional information about the ASC is available via the NASA internal ASC SharePoint site at <https://nasa.sharepoint.com/sites/governingcouncils/SitePages/ASC.aspx>.

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. NASA Partnership Office

The NASA Partnership Office (PO), within the Mission Support Directorate (MSD), 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 PO also provides analytical decision support to the NASA Acquisition Strategy Council (ASC) and helps implement the decisions of the ASC through day-to-day operational work.

b. Mission Directorates

The Aeronautics Research, Space Operations, Exploration Systems Development, 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) serves as NASA's authority and responsible office for developing and executing an Agency-wide communications plan that provides for the widest practicable and appropriate dissemination of information concerning the Agency's activities and results thereof, consistent with the Space Act. To that end, the office is responsible for developing a strategic communications plan that recognizes a diverse range of audiences and stakeholders (both internal and external), embraces an evolving set of communication tools and methods, and analyzes its efforts to ensure that the methods are being effective, and the Agency is demonstrating good stewardship. It manages the NASA brand, engages in strategic alliances and partnerships to support communications, and ensures books written about NASA and movies referencing NASA are factual.

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 and interagency partnerships. OIIR is responsible for the review of all agreements with other U.S. Federal Agencies; the selection of Agreement Managers for international agreements; the negotiation, execution (conclusion, which may include signature and a separate entry-into-force process), amendment, and termination of international agreements; the NASA-wide preliminary review of proposed classified interagency agreements (IAAs); the centralized tracking and coordination of classified IAAs; the application of current policy for interagency and international agreements; and the storing of all agreements within OIIR's jurisdiction, which includes international agreements and classified IAAs.

f. Office of Strategic Infrastructure

The Office of Strategic Infrastructure (OSI), within the MSD, provides executive and functional leadership, policy, institutional authority, and oversight for Agency infrastructure. Specific areas under the OSI's span of responsibility include facilities engineering, maintenance and operations, space utilization, real property, environmental management, logistics 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 and oversees financial management activities relating to the programs and operations of the Agency, among other duties. For partnership agreements, the OCFO is responsible for developing, updating, and issuing financial management policies and procedures consistent with Federal laws, regulations, and policies and to perform budgeting, accounting, and financial management and reporting. Refer to NASA Procedural Requirements (NPR) 9090.1, Partnership Agreements – Financial Requirements and Administration for additional information.

h. Office of the Chief Information Officer

The Office of the Chief Information Officer (OCIO) provides leadership, planning, policy direction, and oversight for the management of NASA information and NASA information technology (IT) in accordance with the responsibilities required by the Privacy Act of 1974, the Paperwork Reduction Act of 1995, the Clinger-Cohen Act of 1996, the E-Government Act of 2002, the Federal Information Security Management Act of 2002, and the Federal Information Technology Acquisition Reform Act of 2014. The Chief Information Officer (CIO) is the principal advisor to the Administrator and other senior officials on matters pertaining to IT, the NASA Enterprise Architecture, cybersecurity, records management, and privacy.

i. Other Headquarters Offices

Various other Administrator Staff Offices (such as the Offices of Chief Health and Medical Officer, STEM Engagement, 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 partnership offices develop and cultivate many of the Agency's external partnership opportunities. NASA's public partnerships website, which identifies the respective Agency partnership offices and serves as a useful reference for prospective partners, is <https://www.nasa.gov/partnerships/>.

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 example, Offices of the General Counsel

Chief Financial Officer,² STEM Engagement, Safety & Mission Assurance, and so on). Centers should coordinate internally with any potentially affected Center organization prior to committing to any prospective partnership or 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 (OMB), the United States Congress, the Government Accountability Office, and others.

References

NPD 1000.3, The NASA Organization

NPR 9090.1, Partnership Agreements – Financial Requirements and Administration

² Center CFO or their designee is responsible for reviewing and approving estimated price or cost reports and the agreements as part of the overall agreement process. Refer to NPR 9090.1.

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



D. Types of Partnerships

1. Reimbursable

Reimbursable agreements are agreements that primarily benefit the partner and NASA's costs associated with the activity are reimbursed by the agreement partner in accordance with Agency financial policy. NASA undertakes reimbursable agreements when it has goods, services, facilities, or equipment not reasonably available from the U.S. commercial sector, that can be made available to others on a noninterference basis, consistent with the Agency's mission objectives.

2. Nonreimbursable

Nonreimbursable agreements are agreements in which the partner and NASA are involved in a mutually beneficial activity that furthers the Agency's objectives, wherein each party bears the cost of its participation on a no-exchange-of-funds basis.

Additional guidance regarding the use of nonreimbursable agreements is provided in Section III.C of this guide and on the Partnerships Community of Practice SharePoint site, Partnerships Guidance Documents page, under Partnering Methods, titled "[NASA Policy Guidance on when Nonreimbursable Partnership Agreements are Required](#)".

3. Unfunded and Funded

Unfunded and Funded Space Act Agreements (SAAs) have been used to facilitate the future availability of technologies and capabilities with commercial applications. These partnerships enable and accelerate development of strategic capabilities in focused areas of interest to NASA, which otherwise would not be sufficiently pursued independent of NASA's focus. Such endeavors advance NASA's statutory direction to "seek and encourage... the fullest commercial use of space" by providing financial or other resources to support U.S. industry.

Unfunded agreements are agreements in which the Agency provides goods, services, facilities, or equipment on a no-exchange-of-funds basis to a domestic partner to accomplish an Agency objective where there is no direct benefit to NASA. NASA will enter into Unfunded agreements only after full and open competition. The Agency bases its selection of its partners on the evaluation criteria developed for the competition in order to advance an Agency objective. NASA has used Unfunded SAAs to advance human spaceflight capabilities through its Collaboration for Commercial Space Capabilities (CCSC) initiatives; and advancing key technologies through Announcements of Collaboration Opportunity (ACOs).

Funded agreements are agreements in which NASA transfers appropriated funds to a domestic partner to accomplish an Agency objective where NASA does not take possession or ownership of deliverables as

it would under a procurement contract. Funded agreements may be used when the Agency cannot accomplish its objectives through the use of a procurement contract, grant, or cooperative agreement, and only after full and open competition. The Agency bases its selection of its partners on the evaluation criteria developed for the competition, while seeking to maximize the value of the contributions provided by a partner, consistent with Pub. L. No. 115-10, § 841(b), in order to advance an Agency objective. Funded agreements are subject to NPD 1000.5, “Policy for NASA Acquisition,” NAI 1000.1, “Decision Framing Meeting (DFM) and Pre-Acquisition Strategy Meeting (Pre-ASM) Guide,” and NAI 1000.2, “Acquisition Strategy Meeting (ASM) Guide.” NASA has used Funded SAAs to allow the Agency to invest in the development of commercial space transportation capabilities to transport cargo and crew to low-Earth orbit (LEO); to support the development of a commercially owned and operated free flyer in LEO; to facilitate development and demonstration of commercial satellite communications capabilities; Tipping Point technologies and capabilities; and a Sustainable Flight Demonstrator aircraft.

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. NPD 4200.1 Equipment Inventory Management Program, 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, by itself, is not sufficient to loan government property to a foreign entity. An agreement is required to loan government property to a foreign 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 NPD 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.e of this guide.

5. Use of NASA Real Property

In accordance with the Space Act and other applicable statutes, NASA is authorized to grant leaseholds, permits, and licenses in Real Property. Per 14 Code of Federal Regulations (CFR) 1204 Subpart 5, this authority is delegated to the Assistant Administrator for the Office of Strategic Infrastructure (OSI) and the Director, Facilities and Real Estate Division (FRED).

Real Property refers to land, buildings, structures (including relocatable structures), air space, utility systems, improvements, and appurtenances permanently annexed to land referred to as real property assets. The term real property also includes related personal property also known as collateral equipment. It is property that is owned, leased, occupied, and/or controlled by NASA, and includes Government Owned, Contractor Held (GOCH) real property.

A NASA out-grant is required when a non-NASA entity is given the right to occupy (with personnel, facilities, or equipment), dedicated NASA-controlled real property, or a portion thereof, for a specific duration. An out-grant is any non-permanent transfer of real property rights to a non-NASA entity by means of lease, easement, rights-of-way (ROW), permit, license, or concession.

A NASA in-grant is a type of federal acquisition, whereby the appropriate rights and/or interests are acquired as needed to support the NASA mission and goals. An in-grant is required in the event that NASA has the need to use or occupy (with personnel, facilities, or equipment), dedicated real property or a portion thereof, owned by a non-NASA entity, for a specific duration. An in-grant is a non-permanent transfer of real property rights to NASA by means of lease, easement, permit, license or ROW.

If the partner requires the use of any NASA real property, the NASA partnership initiator should consult with the center assigned Real Property Accountable Officer (RPAO) responsible for the real property requested (see [OSI-FRED Center RPAO listing](#) on the Partnerships Community of Practice SharePoint site, Points of Contact page). The RPAO is responsible for determining the need or non-need of a real estate agreement. The basis of their determination, and further information about use of NASA real property, can be found in NPR 8800.15, Real Estate Management Program. If an agreement activity may involve both a real estate agreement and a reimbursable partnership agreement, such as a Space Act Agreement or FS 7600A enabling the non-NASA entity to access services such as utilities, the NASA partnership initiator should consult with the RPAO and the Lead Agreement Manager (LAM) in advance to understand requirements for charging for services through partnership agreements or within real property agreements.

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 (SAA) 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.

References

NPD 1000.5, Policy for NASA Acquisition

NPD 1387.1, NASA Exhibits Program

NPD 4200.1 Equipment Inventory Management Program

NPR 1387.1, NASA Exhibits Program

NPR 4200.1, NASA Equipment Management Procedural Requirements

NPR 8800.15, Real Estate Management Program

NAII 1000.1, Decision Framing Meeting (DFM) and Pre-Acquisition Strategy Meeting (Pre-ASM) Guide

NAII 1000.2, Acquisition Strategy Meeting (ASM) Guide

Partnerships Community of Practice SharePoint, <https://nasa.sharepoint.com/sites/MSD/SitePages/Partnerships-Community-of-Practice.aspx/>

II. Considerations for Partnerships

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



A. General Considerations for all Partnerships

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

NASA partnerships must be fair, transparent, and grounded in equal access to Agency resources because these principles uphold public trust, protect NASA's integrity, and ensure that collaborations advance the Agency's mission without bias or undue influence. Consistent with congressional direction in the NASA Transition Authorization Act of 2017, NASA structures Space Act Agreements (SAAs) to be non-exclusive to the greatest extent practicable, competes funded SAAs, and justifies and competes exclusive or essentially exclusive arrangements whenever practicable. These requirements help NASA avoid favoritism, maintain compliance with federal law, and foster innovation by ensuring that qualified partners have a fair and transparent opportunity to access NASA resources through non-exclusive and competitive mechanisms. These practices are essential for sustaining credibility and ensuring that NASA resources are used to achieve the greatest benefit for the Agency and the Nation.

SAAs and other partnership agreements under NASA's Other Transactions Authority (OTA) are not procurement actions, and NASA's OTA is not a contracting authority. Therefore, procurement procedures do not apply. When competition is used to ensure partnership agreements, it is to ensure fairness and transparency—not for procurement compliance.

The following principles include a combination of statutory requirements, federal ethics regulations, NASA policy, and best-practice guidance. Where a specific law or regulation applies (e.g., NTAA Section 841; 5 C.F.R. §2635), those requirements are mandatory. Other elements reflect NASA policy or recommended practices that support fairness, transparency, and consistency across partnerships.

Objective:

To enable timely, equitable access to NASA resources while preserving flexibility and responsiveness for innovative collaborations.

Key Principles:

- Non-exclusivity requirement for SAAs. NTAA 2017, Section 841 states: "NASA shall, to the greatest extent practicable, issue Space Act Agreements on a non-exclusive basis."
- Public office shall not be used for private gain (5 C.F.R. §2635).
- Federal employees must act impartially and not give preferential treatment to any private organization or individual (5 C.F.R. §2635.101).

- If public announcement is required, it is mandatory to use the System for Award Management ([SAM.gov](https://sam.gov)).
- Federal Register notices are required for exclusive patent license agreements (35 U.S.C. §209(e)).

Best Practices:

- Maintain equitable treatment for partners in similar situations.
- Ensure agency decisions are free from actual or perceived favoritism.
- If agreement is exclusive or essentially exclusive, determine if competition will occur. If not competing, consult Section IV.A.4 of this guide for required abstract steps.
- Announce opportunities on [SAM.gov](https://sam.gov) (required) and broadly use appropriate NASA or public platforms to maximize transparency and avoid perceptions of favoritism.
- Use clear, objective evaluation criteria for competitive announcements.
- Coordinate early with the NASA Partnership Office (PO) and Office of the General Counsel (OGC) when proprietary information or Controlled Unclassified Information (CUI) is involved.
- Coordinate early with the Office of International and Interagency Relations (OIIR) when activities with a foreign entity or activities that could benefit a foreign entity are involved.
- Coordinate early with OIIR when any classified activities, materials, or data are involved.
- Refer to the Partnerships Community of Practice SharePoint site for examples and detailed guidance on competitive procedures: <https://nasa.sharepoint.com/sites/MSD/SitePages/Partnerships-Community-of-Practice.aspx>.

a. Non-Exclusivity

- Most partnerships should be non-exclusive, allowing NASA to enter similar agreements with other entities.
- Unequal access can occur when NASA provides resources to one partner without considering whether NASA can provide similar opportunities for others.
- Agreements must include language stating they do not confer any right, preference, or entitlement to future procurement.
- Even if an agreement includes a “Non-Exclusivity” clause, NASA may still face exclusivity issues if supporting additional partners would be impractical.
- If NASA cannot practically support more than one partner under similar circumstances (e.g., limited personnel, unique facility constraints), the arrangement is considered “essentially exclusive” and competitive procedures is required (NTAA 2017, Section 841).

b. When to Use Competition

- Competition is required, “to the greatest extent practicable”, for exclusive or essentially exclusive agreements (NTAA of 2017, Section 841).
- Competition ensures fairness, helps NASA identify the best use of resources, and avoids perceived favoritism.
- Public announcements and clear evaluation criteria help ensure fairness and transparency.
- Competitive processes may involve various documents such as a Notice of Availability (NOA), Request for Information (RFI), or Announcement for Partnership Proposals (AFPP) posted on [SAM.gov](https://sam.gov).

- NOA: Announces resource availability.
- RFI: Gathers market interest and feedback.
- AFPP: Formal selection process with evaluation criteria.

While NOAs and RFIs are not required prior to issuing an AFPP, they are useful tools for collecting additional information and putting interested parties on notice.

- Even if a potential partner proposes a unique concept for use of a NASA resource, NASA should announce the use opportunity without revealing proprietary details.
- Coordinate closely with the OGC when proprietary information is involved.
- For exclusive or essentially exclusive agreements, Centers must submit abstracts for Headquarters review if the agreement will not be competed. (Details on abstract requirements and approval process are provided in Section IV.A.4 of this guide.)

c. Public Disclosure

- Pursuant to NTAA of 2017, Section 841, NASA must publicly disclose, in a searchable format, all agreements executed under NASA's Other Transactions Authority (OTA) of the Space Act (51 U.S.C. § 20113(e)), including:
 - Estimated NASA resources committed.
 - Expected benefits to Agency objectives.
 - Anticipated SAAs for the upcoming fiscal year.

d. Tools for Announcing Opportunities

Procedural steps for announcements can vary, but template SAAs used as solicitation attachments must be created in the Partnership Agreement Maker (PAM) system. Further, solicitation packages and their agreement attachments should be routed in PAM to ensure accurate review, version control, and efficient coordination. The core reviewers for competitive announcements include:

- The technical organization
- The Center partnership office (if initiated by the Center)
- The Office of the General Counsel (OGC)
- The NASA Partnership Office (PO)

NASA uses several tools to ensure transparency and communicate available resources and opportunities. While [SAM.gov](https://sam.gov) is mandatory for all competitive announcements, additional platforms may be used as appropriate to the audience or purpose. Templates and sample notices/solicitations are available in the Partnerships Community of Practice SharePoint site, [Partnerships Guidance Documents page](#), under Competitive Partnerships Resources for reference. These tools include:

- **SAM.gov** (<https://sam.gov/content/home>) – System of Award Management. Government-wide portal for posting public notices and competitive announcements. **Mandatory for partnership opportunities requiring competition.**
- **NSPIRES** (<https://nspires.nasaprs.com/external/index.do>) – NASA Solicitation and Proposal Integrated Review and Evaluation System. Used primarily for research-related solicitations and proposal submissions by the science and technology research community.
- **NASA TechPort** (<https://techport.nasa.gov/>) – Public database showcasing NASA technology development projects. Useful for visibility and informing potential partners about NASA capabilities. Includes descriptions, images, and locations of work.

- **Federal Laboratory Consortium for Technology Transfer** (<https://federallabs.org>) – Facilitates technology transfer and partnerships by listing NASA Center expertise and available technologies.
- **NASA Technology Transfer Portal** (<https://technology.nasa.gov>) – Provides notices of available NASA-owned patents and software for licensing opportunities. Includes exclusive licensing announcements as required by law.
- **Federal Register** (<https://www.federalregister.gov/>) – For exclusive patent license agreements, notices of intent are required to be provided in the Federal Register under 35 U.S.C. §209(e).
- **Other outreach** – industry briefings, public notices, social media.

References

5 C.F.R. Section 2635.101, Basic Obligation of Public Service

5 C.F.R. Section 2635.702, Use of Public Office for Private Gain

35 U.S.C. sec. 209, Licensing Federally Owned Inventions

51 U.S.C. sec 20113(e), National and Commercial Space Programs

NASA Transition Authorization Act of 2017 (Public Law 115-10), Section 841

NAII 1050-1, Space Act Agreements Guide

Partnerships Community of Practice SharePoint, <https://nasa.sharepoint.com/sites/MSD/SitePages/Partnerships-Community-of-Practice.aspx/>

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: 1) appropriations – direct funding; and 2) spending authority from offsetting collections – reimbursable funding. Refer to NPR 9470.1, Budget Execution, for additional information on NASA’s budgetary authority. Per NPR 9090.1, Partnership Agreements – Financial Requirements and Administration, reimbursable, nonreimbursable, or unfunded agreements require the NASA performing or sponsoring organization to identify the funding and for the Center Chief Financial Officer (CFO), or designee, to approve an estimated price report (EPR) or estimated cost report (ECR). If NASA makes or authorizes an expenditure or obligation in support of an agreement without a valid source of funding or that is inconsistent with the intended purpose, it could constitute a violation of the Antideficiency Act.

Appropriations (direct) funding is the budget NASA receives from congressional appropriations for NASA’s programs, projects, and administration. NASA expends direct funding for its participation under nonreimbursable agreements, reimbursable agreements where waived or excluded costs are approved, and unfunded agreements. Although direct funds are used for both waived and excluded costs, they are not the same and should not be used interchangeably. Refer to NPR 9090.1 for definitions and financial policy.

Reimbursable funding (spending authority) is a form of budget authority that results from NASA’s authority to enter into agreements with other organizations, both Federal and non-Federal, and allows NASA to accept financial reimbursement for the cost of work performed by NASA for the partner. Like direct funds, reimbursable work requires an approved apportionment from the Office of Management and Budget (OMB) (refer to NPR 9470.1).

a. Non-Federal Versus Federal Partners

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

i. Non-Federal Partners

For non-Federal partners, NASA must obtain advance funding from the partner before commencing work under a reimbursable partnership agreement except in limited circumstances. When a non-Federal partner demonstrates a financial hardship or other restriction limiting advance payments and requests reimbursable work commence in advance of the receipt of funds by NASA, a waiver is required and must be approved by the Center OCFO 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 (consistent with 31 U.S.C. §1301(a)), and funds are available and sufficient to account for costs that may accrue prior to the payment of funds by the non-Federal partner. Refer to NPR 9090.1 for a waiver of advance payment requirement.

ii. Federal Partners

For reimbursable agreements with another Federal partner (requesting agency), the partner is required to confirm:

- 1) a bona fide need exists;
- 2) the funding provided is appropriate for the purpose(s) described in the agreement;
- 3) the funding meets time limitations;
- 4) any unique funding and procurement requirements have been disclosed to the servicing agency (NASA); and
- 5) internal reviews and approvals required by the requesting agency prior to transferring funds to NASA have been completed.

NASA assumes that by execution of the reimbursable agreement, the Federal partner has confirmed that the above five conditions are met. Unlike non-Federal partners, advance funding is not required from Federal partners, but may be requested when the lack of an advance payment impacts NASA's ability to comply with legislation or regulation (e.g., Antideficiency Act, OMB financial regulation). The Center OCFO is responsible for this determination.

To support Treasury initiatives and mandates, NASA adheres to Treasury Department guidance of executing reimbursable orders using Treasury's G-Invoicing system and other approved funding orders until full transition by other Federal partners (see Section III.B.2 of this guide).

When NASA is the requesting or buyer agency (i.e., NASA sends funding to another Federal agency), the agreement is not considered a partnership agreement in the context of this guide. For NASA as a buyer, the requesting organization should contact its resource analyst, Center OCFO, or Center Office of Procurement for guidance.

b. Other Partnership Agreement Funding Considerations

i. Funding Under Multi-Center Agreements

When multiple Centers perform work under a partnership agreement, a lead Center CFO should be designated to ensure an agreement-level EPR or ECR representative of NASA's estimated full cost is prepared. The lead Center's CFO should coordinate with the performing Center's OCFO on their portion of the work and any proposed pricing adjustments included in the agreement EPR/ECR. Each performing Center OCFOs are required to approve the agreement EPR/ECR. Refer to NPR 9090.1 for additional information and pricing adjustments requirements.

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 (apportionment). To avoid this, coordination with the Center OCFO should be maintained and costs on the reimbursable project must be closely monitored. As needed, additional funding should be requested from the partner to prevent a cost overrun and ensure continuance of the activity.

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

31 U.S.C. sec 1301(a), Appropriations

NPR 9090.1, Partnership Agreements – Financial Requirements and Administration

NPR 9470.1, Budget Execution

NAII 1050-1, Space Act Agreements Guide

3. Full Cost and Pricing in accordance with NPR 9090.1

NASA policy and fiscal law generally require reimbursable agreements to be priced at NASA's estimated full cost, as defined in NPR 9090.1, Partnership Agreements – Financial Requirements and Administration.

Full cost pricing is essential to NASA's fiscal integrity and mission readiness. By recovering the true cost of work—including both direct costs and the indirect (Agency Agreement Indirect (AAI)) costs which represent shared mission support costs that support institutional facilities, shared services, and unique capabilities—NASA avoids unintentionally subsidizing non-NASA activities, prevents cost overruns, protects taxpayer resources, and ensures our laboratories, test stands, and operational infrastructure remain available to support Agency priorities.

Key Principles:

- Start with full cost as the baseline for all agreements.
- Include the cost of doing the work: labor, contracts, materials, travel, facility usage, and AAI costs that capture shared mission support costs for institutional facilities, utilities, maintenance, and shared services.

- Identify a funding source (and sponsoring organization) that must align with intended program purpose.
- For multi-Center work, coordinate early with all Chief Financial Officers (CFOs) so each Center's costs/funding are captured correctly.
- For multi-Center work on interagency agreements (IAAs), properly identify all Centers in the General Terms and Conditions (GT&C).
- **The estimated price report (EPR) and estimated cost report (ECR) is an internal NASA planning document and may not be provided to partners**, except for CFO-vetted summary-level information that does not include proprietary, contractor, or calculation details.

Best Practices:

- Engage OCFO early to scope and build the EPR/ECR based on the draft agreement's roles/scope.
- All pricing calculations must be reflected in the EPR/ECR and approved by a CFO.
- If proposing less than full cost or waivers, confirm the authority and applicability, document the NASA benefit, obtain the required OCFO approvals, and submit an abstract to Headquarters.
- Ensure all cost estimates flow through the Agency EPR (AEPR) system for official approval and financial control which should be approved before routing the agreement but is required prior to signature/execution.
- For multi-Center work, early coordination ensures full cost pricing and reduces delays or rework.
- **Don't start work until 1) EPR/ECR is fully approved; 2) agreement is fully routed, approved, and executed; and 3) required funding (advanced or Federal funding order) is received, or a waiver of advance is approved.**

a. What is Full Cost?

Per NPR 9090.1, full cost is NASA's estimated cost to perform the specified work under an agreement. It includes:

- **Direct costs:** those costs that can be directly traced to an output (of the reimbursable activity) and should be individually identified and applied to the reimbursable project. Direct costs include: salaries and benefits for staff who perform the work; materials and supplies consumed in performance of the work; travel; contracts; facility or equipment operations and maintenance costs; and other costs directly associated with performance of the work.
- **Supporting Services from other Orgs/Centers:** when other organizations (or Centers) provide services that enable the agreement's work, their support costs are part of full cost.
- **Indirect costs:** represent resources that NASA jointly or commonly used to produce two or more types of outputs, but the indirect costs are not specifically traceable to one output. Typical examples include shared costs associated with administrative services, general research and technical support, security, rent, employee health, and operating and maintenance costs for buildings and equipment, etc. and are part of full cost.

b. Pricing vs. Full Cost

- **Full cost:** calculated by adding the estimated direct and indirect associated with the scope, roles, and responsibilities.
- **Pricing:** The estimated price to the partner. Pricing may be equal to, higher, or under specific authorities, lower than the estimated full cost in alignment with NPR 9090.1.

- All pricing adjustments (waived, excluded, or other authorized adjustments) must be reflected as an adjustment in the EPR, in accordance with NPR 9090.1 Appendix C.
- Consult Appendix 1, General Guidelines for Pricing Reimbursable Agreements, of this guide for additional criteria to be considered.³

c. Other Than Full Cost

NASA may accept reimbursement for less than full cost only when permitted by law/policy, there is a demonstrated benefit to NASA, and the basis is consistently applied and fully documented.

- **Waived Costs:** Costs incurred but not charged to the partner. Must be included in full cost, reflected as a price adjustment in the EPR, approved by the funding org and Center CFO, and coordinated with Agency CFO and Office of the General Counsel (OGC). If the final price to the partner is less than the estimated direct cost to NASA, the Center CFO must obtain Agency CFO approval before agreement approval.
Example: Under a Space Act Agreement (SAA) when there is a direct NASA benefit and appropriated funds can be used to offset some portion of the cost to the partner.
- **Other Authorized Adjustments:** Based on applicable law, regulation, or policy.
Example: Commercial Space Launch Act (CSLA) used for launch or reentry services and requires charging only direct costs, not indirect costs. Note: CSLA pricing is only available under limited circumstances. These adjustments are authority-based, not benefit-based, and are not recorded as waived costs.

d. Required Financial Documentation

- **Estimated Price Report (EPR):** For reimbursable agreements – identifies NASA’s estimated full cost, any pricing adjustments, and the estimated price to the partner.
- **Estimated Cost Report (ECR):** For nonreimbursable agreements – identifies NASA’s estimated costs.
- **Funding source alignment:** Both EPR and ECR must identify a funding source aligned with the activity’s purpose; establishing a sponsoring organization early helps sustain capabilities and avoid gaps.
- **AEPR Process:** All cost estimates are entered and approved in the Agency Estimated Price Report (AEPR) system, which is managed by OCFO in a separate financial process. This ensures consistency, auditability, and proper CFO oversight.
- **For full requirements, exceptions, and compliance considerations, including cases where an ECR may not be required, Agreement Managers must consult NPR 9090.1.**

e. Agreements with Multiple Activities or Phased Approaches

NASA recognizes that some reimbursable agreements may have multiple activities or phased approaches.

- **For agreements with non-federal partners,** NASA may utilize the umbrella agreement structure with annexes (see Section IV.A.10 of this guide), where the scope of work and responsibilities for each annex are estimated and the EPR is at the annex level.

³ The general guidelines in Appendix 1 were approved by the NASA Acquisition Strategy Council on June 28, 2019.

- **For interagency agreements (IAAs) where there is repeat activity or phased testing**, the agreement must include sufficient scope and responsibilities to estimate the value of resources to be used by NASA in support of the activities. The EPR should include the estimated costs for the outlined scope of work and can be estimated based on assumptions, such as the number of tests, knowledge of the partner or activities such as potential tests, types of test articles, or lengths of tests or proposed phases.

Additionally, a contingency can be included as part of the EPR, whether for IAAs or reimbursable agreements with non-federal partners, if it is determined appropriate after coordination and concurrence by the CFO, which can then be realigned within the EPR as the testing or work progresses.

f. EPR Modifications

For reimbursable agreements, if the tests or work exceeds NASA’s original estimate based on the assumptions, the EPR should be updated and the agreement (or annex, as applicable) amended to reflect the estimated costs and revised scope (if applicable).

For IAAs, if the tests or work exceed NASA’s original estimate based on the assumptions (i.e., number of tests, type of tests, or length of tests), the GT&C will have to be amended based on an amended EPR to reflect the change in assumptions and the agreement value updated.

g. Approvals

- An EPR or ECR should be completed and approved before the agreement is routed for approval but is required prior to signature and execution.
- Center CFO must approve all EPRs/ECRs.
- If the price is less than NASA’s direct cost, Agency CFO or designee must also approve the EPR and justification.
- For multi-Center agreements, the lead Center CFO coordinates with all participating Centers’ CFOs to ensure all Centers’ costs and funding are properly reflected. Lead Center CFO approval does not substitute for the approval of other participating Centers’ CFOs.
- When a reimbursable agreement is priced below full cost, an abstract must be submitted for Headquarters review. The full criteria and process are addressed in Section IV.A.4 of this guide.)

References

NPD 1050.7, Authority to Enter into Partnership Agreements
 NPR 9090.1, Partnership Agreements – Financial Requirements and Administration
 NAII 1050-3, Partnership Agreements Guide, Appendix 1
 Commercial Space Launch Act (CSLA)

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 the needed support from a domestic commercial entity instead. This requirement is embodied in the National Space Policy of the United States of America (December 9, 2020), which directs the Federal Government to “purchase and use United States commercial space capabilities and

services to the maximum practical extent under existing law when such capabilities and services meet United States Government requirements:[...] and to refrain from conducting United States Government space activities that preclude, discourage, or compete with United States 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. As a tool to aid in the conduct and documentation of such analyses, an optional form titled “[Market Research Form to Support Competition with Private Sector Determinations for Reimbursable Agreements](#)” is available via the Partnerships Community of Practice SharePoint site, [Partnerships Guidance Documents](#) page, under Reimbursable Agreement Guidance.

Points of Contact

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

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 Office of Management and Budget (OMB) Circular A-25, and is also rooted in the National Space Policy of the United States of America (December 9, 2020). A more extensive and operative discussion of the policy can be found in the Space Act Agreements Guide (SAAG), NAI 1050-1E, Section 1.5, Reimbursable Agreements.

Partnerships Community of Practice SharePoint, <https://nasa.sharepoint.com/sites/MSD/SitePages/Partnerships-Community-of-Practice.aspx/>

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 Office of the General Counsel 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 Office of the General Counsel, or the NASA Partnership Office (PO).

References

NAII 1050-1E, Space Act Agreements Guide, Section 1.3

NASA Ethics website: <https://www.nasa.gov/organizations/ogc-ethics-program/>

6. Partnerships Benefitting Foreign Commercial Entities

NASA's Strategic Plan (NPD 1001.0), 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)⁴ 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](#) on NASA's internal SharePoint through the Office of the Administrator, Governing Councils – Agency Governance Council Repository (Minutes & Decision Memos) – Policy Framework Regarding Partnerships Benefitting Foreign Commercial Entities.

NASA's Policy and Operational Framework for Proposed Partnerships Benefitting Foreign Commercial Entities (PBFCE) provides that proposed partnerships⁵ that could result in a competitive advantage to foreign commercial entities⁶ 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

⁴ The Partnership Council was retired and replaced with the Acquisition Strategy Council via a NASA Executive Council decision on October 16, 2018.

⁵ For purposes of this framework, "partnerships" include SAAs, Commercial Space Launch Act (CSLA) Agreements, 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 FAR and other guidance and procedures. Nor does it include partnerships directly with foreign governments.

⁶ "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.

interest. The Deciding Official will be the cognizant Headquarters Mission Directorate Associate Administrator or Office Chief (that is, Chief Engineer, Communications, or STEM Engagement) 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 NASA Partnership Office (PO) (see Section IV.A.4 of this guide). 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 for PBFCE is provided as Appendix 2 to this guide. Additional information can also be found on the Partnerships Community of Practice SharePoint site, [Partnerships Guidance Documents page](#), under Agreements with Foreign Entities.

References

NPD 1001.0, NASA's Strategic Plan

Partnerships Community of Practice SharePoint, <https://nasa.sharepoint.com/sites/MSD/SitePages/Partnerships-Community-of-Practice.aspx/>

7. Intellectual Property – Data Rights and Inventions

NASA requires all partnership agreements to clearly define how intellectual property (IP) created under the agreement will be handled. Incorrect handling can lead to legal disputes, loss of proprietary rights, or non-compliance with federal law. **IP provisions are not optional**—they protect NASA, partners, and ensure compliance with federal law and NASA directives, such as:

- 37 CFR 404, Licensing of Government-Owned Inventions
- NPD 1050.7, Authority to Enter into Partnership Agreements
- NPR 2210.1, Release of NASA Software
- NPR 7500.2, Technology Transfer Requirements
- NAI 1050-1, Space Act Agreements Guide (SAAG)
- NASA Export Control Program

NASA's goal is consistency across the Agency and with partners. This is achieved through standard IP clauses provided in NAI 1050-1 and reflected in the Partnership Agreement Maker (PAM) system.

Because of the complexity of IP clauses, any deviation from the standard IP clauses requires review and concurrence from the Office of the General Counsel (OGC) and approval through the Clause Deviation Process.

Key Principles:

- Use NASA's standard IP and data rights clauses provided in the SAAG and PAM system.
- Any deviation from standard clauses requires coordination with OGC and approval through the Clause Deviation Process.

- Engage OGC early, before agreement drafting is complete, to get their input on any possible deviations to standard clauses.
- Coordinate with OGC and the Office of International and Interagency Relations (OIIR) before negotiation if activities involve foreign entities.

a. Data Rights

- Standard clauses allow data exchange needed for work under the agreement while protecting proprietary data.
- NASA protects its NASA-created data if the data would have been proprietary had the partner created it.
- By law, protection can last up to five years, but NASA usually offers one to two years.
- Partners may claim copyright on works they create but must grant NASA a license to use those works.

b. Invention and Patent Rights

- Inventions typically belong to the party that created them.
- Title remains with the inventing party unless otherwise agreed.
- Specific partnership details may affect ownership, patenting, and licensing (e.g., inventions by NASA support contractors).

References

37 CFR 404, Licensing of Government-Owned Inventions
 NPD 1050.7, Authority to Enter into Partnership Agreements
 NAI 1050-1, Space Act Agreements Guide
 NPR 2210.1, Release of NASA Software
 NPR 7500.2, Technology Transfer Requirements
 NASA Export Control Program

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.

A NASA NEPA Manager can advise and assist in the completion of any NEPA-related requirements impacting partnership activities or with answering any questions concerning NASA environmental compliance requirements. A list of Center NEPA Managers is available at <http://www.nasa.gov/agency/nepa/NEPATeam>.

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.

References

42 U.S.C. §4321 et seq., National Environmental Policy Act (NEPA) of 1969

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 Control Reform Act of 2018, 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 Program Operations Manual (NAII 2190.1) 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 on the NASA Export Control Program website (<https://www.nasa.gov/oiiir/export-control>).

If the agreement involves a foreign entity, additional requirements apply for data rights and inventions. Mandatory coordination with NASA Headquarters OIIR and OGC is required before negotiation.

Additional requirements apply for agreements involving foreign partners, including:

- Export control compliance (ITAR/EAR restrictions).
- Foreign disclosure review for sensitive technical data.
- Treaty and international agreement compliance.
- Special Intellectual Property clauses tailored for foreign participation.

References

15 CFR §730-774, Export Administration Regulations (EAR)

22 CFR §120-130, International Traffic in Arms Regulations (ITAR)

The Arms Export Control Act of 1976

The Export Control Reform Act of 2018

NPR 2190.1, NASA Export Control Program

NAII 2190.1, Export Control Program Operations Manual

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 information technology (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 agreement with a foreign entity 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. The 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 website at <https://nasa.sharepoint.com/sites/ops/SitePages/Foreign-National-Access.aspx>.
- 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 website.

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 website, provides implementing guidance for NPR 1600.4, including best practices and real-life examples. The FNAM Program website 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.

References

NPR 1600.4, Identity and Credential Management

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 website⁷ 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 (CSLA), the Economy Act, or other sections of the Space Act apart from the Other Transactions Authority (OTA) 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.

References

51 U.S.C. § 20113, Powers of the Administration in Performance of Functions

NASA Transition Authorization Act of 2017

NAII 1050-1, Space Act Agreements Guide

⁷ <https://www.nasa.gov/partnerships/current-space-act-agreements/>

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 risks or changing budgets, program objectives, and resource availability. 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 and is generally not permitted in most circumstances.

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 NASA Partnership Office (PO) 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 (UA) (see Section IV.A.10 of this guide), the term of the annex may not extend past the end date of the UA 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 Chief Financial Officer. Representatives from other Center functional offices (e.g., real property, logistics, legal, safety) may also need to be involved depending on the nature and specific aspects of the activity. In the case of agreements with foreign entities, 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.

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).

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 on the Partnerships Community of Practice SharePoint site, Partnerships Guidance Documents page (<https://nasa.sharepoint.com/sites/MSD/SitePages/Partnerships-Guidance-Documents.aspx>).

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



B. Topic-Specific Considerations

1. NASA Aircraft, Airfield, and Airspace Operations

NASA Procedural Requirement (NPR) 7900.3, Aircraft Operations Management Manual, 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 Office of Safety and Mission Assurance (OSMA), Institutional Safety Management Division (ISMD) and the Mission Support Directorate (MSD)/Aircraft Capability Management Office (ACMO). Also, the Office of the General Counsel (OGC) 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.

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 a crewed 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 crewed aircraft activity see NPR 7900.3.

For agreements that involve UAS or high-power amateur rockets, where a determination has been made that the operation qualifies for public aircraft status, NASA has responsibility for operations, operational oversight, and implementation of the range safety requirements. Therefore, such activities must be conducted with the following requirements as applicable:

- NPR 7900.3, Aircraft Operations Management Manual, UAS Operations
- NPR 7900.3, Aircraft Operations Management Manual, Aviation Safety
- NPR 8715.1, NASA Safety and Health Programs
- NPR 8715.5, Range Flight Safety Program
- NASA-STD-8719.25, Range Flight Safety Requirements

If there is a UAS operation, where a determination has been made that NASA has responsibility for the 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; and
- NASA will provide Range Safety Personnel (Range Safety Officer) for oversight during flights.

Where a determination has been made that NASA has responsibility for operations, NASA may also provide services that are needed to meet NASA and Federal Aviation Administration (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 the mishap when it 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, 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 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).

References

14, CFR Parts 1-199, Federal Aviation Administration (FAA) Federal Aviation Regulations
 49 U.S.C. §40102, Transportation, Definitions
 Federal Management Regulation 102-33, Management of Government Aircraft
 FAA Advisory Circulars, https://www.faa.gov/regulations_policies/advisory_circulars/
 NPR 7900.3, Aircraft Operations Management Manual
 NPR 8621.1, Mishap and Close Call Reporting, Investigating, and Recordkeeping
 NPR 8715.1 NASA Safety and Health Programs
 NPR 8715.5, Range Flight Safety Program
 NASA-STD-8719.25, Range Flight Safety Requirements

2. Communications, Cobranding, and Public Engagement Activities

a. 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 Office of Communications (OComm) and the 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 the 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 and engage the public on NASA's missions should be aligned with the Agency's Communications Strategy (<https://nasa.sharepoint.com/sites/Communications/SitePages/Strategy.aspx>). OComm's public-facing Strategic Partnerships website is available at <https://www.nasa.gov/nasa-brand-center/strategic-partnerships/>. The OComm Brand Partnership Intake Form is available at <https://www.nasa.gov/forms/engagement-partnership-intake-form/>.

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

- Any partnership agreement aimed at public audiences that commits NASA resources, including use of facilities, technical support, or that is likely to attract national media coverage.
- Agreements that cover public engagement programs, events, or activities which require a Space Act Agreement due to the level of NASA support (certain conferences, workshops, large-scale events, or support for non-technical material to be distributed to public audiences).
- NASA involvement in citizen science activities and prizes and challenges.
- Any other agreements that include a media, multimedia, merchandise, 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 7120.5, NASA Space Flight Program and Project Requirements, and coordinated with Headquarters OComm.

b. Coordination of Partnership Announcements

Any announcements or products relating to a NASA partnership should be coordinated in the planning phase with the Center communications office, Headquarters OComm, and appropriate Mission Directorate outreach office. For interagency or international activities, the Office of International and Interagency Relations (OIIR) 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.7 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 (found at link https://nasa.sharepoint.com/sites/Communications/SitePages/NASA_Style_Guides.aspx). 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 Insignia, Logotype, or other NASA identifiers on other organizations' news products.

c. NASA Insignia (Logo) Use and Branding

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 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, NASA Communications, 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 website, 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 (OGC) by the Associate Administrator for Communications or designee.

A noncontractor partner who is co-funding 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 consult the Agency's internal “Guidelines for Space Act Agreements for Film, TV, Multimedia, and Entertainment-oriented Collaborations” for more detail (<https://nasa.sharepoint.com/sites/nasacommunicators>).

d. 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 SAA 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 (<https://nasa.sharepoint.com/sites/nasacommunicators>). NASA's Film and Documentary Guidelines are available on OComm's public-facing website at <https://www.nasa.gov/nasa-brand-center/film-and-documentary-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.

e. 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., Office of International and Interagency Relations (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-facing website: <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.

f. Co-branding and Collaborations involving Commercial Merchandise or Advertising

NASA sometimes receives product or branding collaboration requests. NASA does not co-brand products or other activities and, as stated earlier, does not provide its identifiers for packaging or advertising. There are limited cases where NASA identifiers may be approved for use on spacecraft models or on novelty items such as t-shirts and keychains. NASA Merchandise Guidelines are available on OComm's public-facing website (<https://www.nasa.gov/nasa-brand-center/merchandise-approvals/>) and provide more information on these uses and required permissions. NASA footage, with the exception of the NASA logo and NASA employees, may also be used in promotional material, but there are some restrictions and permissions required as outlined by NASA's Advertising Guidelines on OComm's public-facing website (<https://www.nasa.gov/nasa-brand-center/advertising-guidelines/>).

Points of Contact

Headquarters and Center Public Affairs Officers: <https://nasa.sharepoint.com/sites/Communications/SitePages/contacts.aspx>

References

14 CFR 1221.1, The NASA Seal and Other Devices, and the Congressional Space Medal of Honor – NASA Seal, NASA Insignia, NASA Logotype, NASA Program Identifiers, NASA Flags, and the Agency's Unified Visual Communications System, <https://www.ecfr.gov/current/title-14/chapter-V/part-1221/subpart-1221.1>

NPD 1050.7, Authority to Enter into Partnership Agreements

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 STEM Engagement and Communications Activities

NPD 2521.1, Communications and Material Review

NPR 1387.1, NASA Exhibits Program

NPR 7120.5, NASA Space Flight Program and Project Requirements, Appendix G, Section 3.20 Communications Plan

Communications Plan Template, <https://nasa.sharepoint.com/sites/Communications/SitePages/Communications-Planning.aspx>

Communicators Portal, <https://nasa.sharepoint.com/sites/nasacommunicators>

NASA Style Guides, https://nasa.sharepoint.com/sites/Communications/SitePages/NASA_Style_Guides.aspx

Media Usage Guidelines, <https://www.nasa.gov/nasa-brand-center/images-and-media/>

Use of NASA Name and Logo, <https://www.nasa.gov/nasa-brand-center/brand-guidelines/>

3. STEM Engagement Activities

This section discusses NASA's involvement in science, technology, engineering and mathematics (STEM) Engagement partnerships. STEM focused partnerships complement Agency efforts to achieve NASA's strategic goals for STEM Engagement (<https://www.nasa.gov/learning-resources/stem-engagement/>). Most STEM Engagement partnerships originate within HQ and Center STEM Engagement offices (OSTEM). Mission Directorates and other Agency offices may also initiate partnerships that align with STEM Engagement strategic goals.

As a result of the Mission Support Future Architecture Program (MAP), OSTEM has reorganized, centralizing budget authority for Center STEM Engagement investments within OSTEM. HQ OSTEM created a strategic partnership manager function to coordinate and integrate STEM Engagement partnerships.

NASA complements its STEM Engagement activities by partnering with organizations to reach wider audiences and to achieve mutually beneficial objectives. Partnerships are responsive to needs identified

by external organizations. NASA’s role is to consult with a partner to facilitate accuracy and fidelity to NASA missions and content in any products created by partner. NASA does not co-develop, co-promote, or co-distribute products with a partner. Products developed under a Space Act Agreement (SAA) are owned by the partner and the partner is responsible for their promotion and distribution.

a. General Considerations for STEM Engagement Partnerships

i. Fairness and the Use of the Statement of Interest

The NASA STEM Engagement partnership website, (<https://www.nasa.gov/learning-resources/partnering-with-nasa-stem-engagement/>), outlines partnership priorities and invites organizations to submit a statement of interest (reference the “Quick Links” section of the STEM Engagement partnership website) describing a requested partnership. The statement of interest provides all external organizations with the same information, articulates NASA’s priorities for STEM Engagement partnerships and establishes a set of common criteria for evaluating partnership requests. OSTEM uses a STEM engagement partnership rubric to evaluate statements of interest, record OSTEM project, Center, and Mission Directorate interest in requested partnerships, and to support recommendations to leadership. OSTEM invites Centers, Mission Directorates, and other offices to use the partnership rubric when considering external partnerships.

ii. Guidelines for Use of a SAA in STEM Engagement Work

OSTEM’s core mission is to engage students in mission content. For this reason, not every working relationship with an outside entity requires execution of a SAA. If unsure of the need for an agreement, consider the factors below and consult with the Office of the General Counsel, NASA Partnership Office (PO), or OSTEM Partnership Manager.

Factors That Often Require an SAA for STEM Engagement Partnership	
Relationship Scope and Complexity	- Requested partnership will result in new products or research that require clarity around topics like intellectual property and use of NASA brand and insignia - Publicly available pathways for collaboration with NASA do not already exist (e.g., Speakers Bureau, Astronaut Appearance Request, ISS Downlink, Museum and Informal Education Alliance, Public Intern Application System (https://www.nasa.gov/learning-resources/internship-programs/))
Involvement of Other NASA Organizations or Centers	Proposed effort requires resources from offices or missions outside of OSTEM (e.g., access to Mission Directorate subject matter experts, use of facilities)
Requested Level of Collaboration from NASA	A significant level or long-term investment of internal resources (e.g., significant staff time) is required to fulfill the request

b. Annual Review and Reporting

STEM Engagement agreement managers should review agreements annually to monitor partnership performance. Performance monitoring occurs through metrics collection, return on investment assessment, partnership success stories, and other means identified by the agreement manager. An

annual performance assessment is particularly important for long term, repeat agreements, and should be considered before renewing such “legacy” partnerships to confirm partnership aligns with current STEM Engagement partnership goals, remains mutually beneficial, and provides a reasonable return on investment.

Points of Contact

Rob LaSalvia, Partnership Manager

Robert.F.LaSalvia@nasa.gov

References

NASA Strategy for STEM Engagement, <https://www.nasa.gov/learning-resources/stem-engagement/>

Partnering with NASA STEM Engagement, <https://www.nasa.gov/learning-resources/partnering-with-nasa-stem-engagement/>

III. Guidance on Partnering

A. Summary Table of Agreement Types/Legal Authorities Available for Partnerships⁸

See this guide's Section VI.A, Acronyms, for acronyms used in this table.

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 Provides Reimbursable Services ⁹	SAA CSLA CRADA	IAA (31 U.S.C. § 1535) or other appropriate relevant authority ¹⁰	N/A	SAA CSLA	SAA	SAA and 51 U.S.C. §§ 20102(d)(7) and 20115	SAA CRADA
Joint Activity (No Funds Exchanged) – Nonreimbursable ¹¹	SAA CRADA (with cost waiver)	Typically 51 U.S.C. § 20113 or other appropriate relevant authority	Typically 51 U.S.C. § 20113 or other appropriate relevant authority	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 ¹² Cooperative Agreement	N/A	N/A	Grant Cooperative Agreement	N/A	N/A	Grant Cooperative Agreement
NASA Provides In-Kind Support Primarily for Benefit of Partner	SAA (Unfunded)	N/A	N/A	SAA (Unfunded)	N/A	N/A	SAA (Unfunded)
Loan of Equipment ¹³	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

⁸ This table represents a summary of activities and partners for general understanding; see the underlying material referenced for each section.

⁹ See Partnership Guide Section III.B

¹⁰ A variety of authorities can apply to reimbursable interagency agreements (IAAs). Consult with the Office of the General Counsel on the appropriate authority for a reimbursable transaction.

¹¹ See Partnership Guide Section III.C

¹² In certain circumstances; see NPD 1050.7 and NAI 1050-1

¹³ See Partnership Guide Section III.D

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



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.

Chapter 2 of the NAI 1050-1, Space Act Agreements Guide (SAAG), covers reimbursable Space Act Agreements with domestic 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 Agreement 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

NPD 1050.7, Authority to Enter into Partnership Agreements
NAI 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 Agreements Guide (SAAG) addresses agreements with Federal, state, and local entities.

Note: Reimbursable agreements with other Federal agencies, or interagency agreements (IAAs), are subject to this guide even when they are considered assisted acquisitions (i.e., NASA performing acquisition services on behalf of the partner).

SAAG Chapter 3 addresses agreements with state and local government entities, including state and local colleges and universities.¹⁴ 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 Chapter 3 also addresses IAAs which are different than agreements with commercial or non-Federal government partners. Recognizing that other Federal agencies are part of the Federal Government, some 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.

Absent statutory authority allowing otherwise, NASA requires pricing based on full cost principles when performing services for a requesting Federal agency (see NPR 9090.1, Partnership Agreements – Financial Requirements and Administration).

For Reimbursable IAAs, NASA has transitioned to the G-Invoicing system, a secured, web-based application created by the Treasury Department to manage Intra-governmental Buy/Sell transactions between two Federal agencies. G-Invoicing supersedes the use of the Treasury Department FS 7600A/B forms for implementing interagency reimbursable agreements¹⁵ and is mandatory for Federal agencies.

NASA is live in the G-Invoicing system for executing both the General Terms and Conditions (GT&C) and Orders for new reimbursable IAAs. NASA began using G-Invoicing in lieu of the FS 7600A/B forms during fiscal year 2024, based on the partners status in G-Invoicing for Orders and Treasury cutoff dates.

- Where the partner is active in G-Invoicing, NASA should transact the GT&C in G-Invoicing in lieu of using the 7600A forms. The NASA Attachment A, which contains NASA specific clauses for the agreements, is required to be referenced and included with each GT&C.
- Where a partner is not active in G-Invoicing, the March 2022 Treasury Department 7600A/B forms should be used to establish the agreement as short-term in nature and follow Agency cutoff dates.

Guidance regarding NASA's use of G-Invoicing as well as detailed instructions for completing the 7600A/B forms can be found on the Partnerships Community of Practice SharePoint site, [Partnerships Guidance Documents page](#), under Reimbursable Agreement Guidance.

Coordination with the Office of International and Interagency Relations (OIIR) is required under NPD 1050.7A, Authority to Enter into Partnership Agreements, paragraph 5.d, 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. Agreement Managers should also consult with the NASA Partnership Office, Office of the General Counsel, and respective Office of the Chief Financial Officer to ensure that the agreement is completed properly and that NASA standard IAA clauses are correctly incorporated into the NASA Attachment A.

¹⁴ Private schools, colleges, or universities are considered domestic nongovernmental entities.

¹⁵ Nonreimbursable IAAs are not impacted by Treasury's G-Invoicing mandate since they do not involve the transfer of funds.

Points of Contact

The designated Agreement 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 IAA's.

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 website: <https://www.nasa.gov/oirr/>

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 NAII_1050_1.

References

FS 7600A/B forms, Financial Management and Budget Standardization – Forms

NPD 1050.7, Authority to Enter into Partnership Agreements

NPR 9090.1, Partnership Agreements – Financial Requirements and Administration

NAII 1050.1, Space Act Agreements Guide

Partnerships Community of Practice SharePoint, <https://nasa.sharepoint.com/sites/MSD/SitePages/Partnerships-Community-of-Practice.aspx/>

3. To Foreign Partners

NASA enters into reimbursable agreements with foreign entities to allow such entities to use NASA facilities, goods, and services consistent with U.S. law and policy. Reimbursable agreements with foreign entities 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).

NAII 1050-1E, Space Act Agreements Guide, Sections 1.5 and 4.4 provide guidance on reimbursable agreements with foreign entities and should be reviewed prior to making an initial decision as to whether a reimbursable agreement with a foreign entity is appropriate under the 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 agreement with the foreign entity. Actual performance of the reimbursable work would be pursuant to a separate reimbursable agreement with the foreign entity.

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 a reimbursable agreement with a foreign entity. For instance, when considering any agreement with a foreign commercial partner, consideration must also be given to the NASA Policy and Operational Framework for Proposed Partnerships Benefitting Foreign Commercial Entities (PBFCE) addressed in Section II.A.6 and Appendix 2 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 initiator contacts OIIR with the approved abstract (if required), the process for a reimbursable agreement with a foreign entity 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 the individual discusses the activity with the Center or Mission Directorate point of contact.

a. Connecting with the Office of International and Interagency Relations

Organizationally, OIIR (<https://www.nasa.gov/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 agreements with foreign entities. Within OIIR, a point of contact is assigned to draft the reimbursable agreement with a foreign entity 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 reimbursable agreement with a foreign entity are consistent with the applicable law and legal policy. OGC also assists and advises OIIR during the negotiation of the agreement text with the foreign entity.

b. Reimbursable Agreement with a Foreign Entity 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, OIIR will not begin work on the reimbursable agreement with a foreign entity until the abstract is approved through the Headquarters abstract review process. The Mission Directorate or Lead 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 development process for the reimbursable agreement with the foreign entity.

The OIIR point of contact will serve as the Agreement Manager for reimbursable agreements with foreign entities, but the Mission Directorate or Lead 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 ensuring

the approved estimated price report (EPR) is included. The OIIR point of contact is responsible for drafting and coordinating the agreement with the foreign entity and will keep the Mission Directorate or Center point of contact informed of the status of the 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 reimbursable agreement with the foreign entity and process by which the agreement will enter into force.

References

51 U.S.C. §50504, Use of Government Facilities

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

NAII 1050-1, Space Act Agreements Guide (SAAG)

For further information about reimbursable agreements with foreign entities, please contact the appropriate division within OIIR. For guidance, please visit the OIIR website: <https://www.nasa.gov/oirr/>

For further information about the content of reimbursable agreements with foreign entities, please see NAII 1050-1, SAAG chapters 1.5, 2, and 4.4

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 (SAA) rather than a CRADA. The decision to use a CRADA or a SAA will be determined by the Office of the General Counsel (OGC), 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 Office of the Chief Financial Officer (OCFO) review. 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. CRADAs are a type of Partnership Agreement, and as such are governed by NPD 1050.7, Authority to Enter into Partnership Agreements.

Points of Contact

The designated Agreement 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 CRADAs.

References

Federal Technology Transfer Act of 1986

NPD 1050.7, Authority to Enter into Partnership Agreements

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). 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 spaceflight 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 support commercial launch and reentry efforts on a direct cost basis. Further guidance on determining costs associated with a CSLA can be found in NPR 9090.1, Partnership Agreements – Financial Requirements and Administration. Also, consult Appendix 1, General Guidelines for Pricing Reimbursable Agreements, of this guide for additional criteria to be considered for this pricing authority.

Points of Contact

The applicability of CSLA authority should be determined in consultation with the Office of the General Counsel and the Center Office of the Chief Financial Officer.

References

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

NPR 9090.1, Partnership Agreements – Financial Requirements and Administration

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



C. Nonreimbursable Activities

1. With Domestic Nongovernmental Partners

Agreements in which a partner does not reimburse NASA the costs for the Agency's work under the collaboration are called nonreimbursable agreements¹⁶.

NAII 1050-1E, Space Act Agreements Guide, Section 1.4 provides a general overview on nonreimbursable agreements. Nonreimbursable agreements involve NASA and a partner in a mutually beneficial activity where each bears its own cost. NASA is spending taxpayer dollars as appropriated by Congress and, as such, the funds must be spent (i.e., the work completed) in compliance with U.S. fiscal law. Every nonreimbursable agreement in which NASA participates must be reviewed by the Office of the Chief Financial Officer (OCFO) and Office of the General Counsel (OGC) to ensure that NASA can appropriately cover the cost of its work under the agreement. 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.

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

NPD 1050.7, Authority to Enter into Partnership Agreements
NAII 1050-1, Space Act Agreements Guide, Chapter 2

¹⁶ Additional guidance regarding the use of nonreimbursable agreements is provided on the Partnerships Community of Practice SharePoint site, Partnerships Guidance Documents page, under Partnering Methods, titled "[NASA Policy Guidance on when Nonreimbursable Partnership Agreements are Required](#)".

2. With Federal, State, and Local Government Partners

The Space Act provides authority for NASA to enter into agreements with other Federal Government entities as well as with state and local governments where no funds are exchanged between the parties. The Space Act Agreements Guide (SAAG), NAI 1050-1, refers to agreements with other Federal agencies 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.

SAAG Chapter 2 addresses agreements with state and local government entities, including state and local colleges and universities.¹⁷ 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 Chapter 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 1050.7.) 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 on a nonreimbursable basis, NASA’s activities in the partnership should be consistent with the appropriation purpose of the funding used to cover NASA’s contribution. 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 Office of the General Counsel (OGC) to determine whether such changes are acceptable.

Coordination with the NASA Headquarters Office of International and Interagency Relations (OIIR) is required under NPD 1050.7, which states that OIIR shall review all IAAs with other Federal agencies.

Points of Contact

The designated Agreement 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

NPD 1050.7, Authority to Enter into Partnership Agreements
NAI 1050-1, Space Act Agreements Guide

¹⁷ 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.

International projects involving a commitment of NASA resources are, with a few unique exceptions, embodied in a legally binding agreement with the foreign entity(ies) or other legally binding instrument. Agreements with foreign entities 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 cooperative agreements with foreign entities 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 agreement with a foreign entity 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 such an agreement.

Generally, from the time the agreement initiator contacts OIIR with the approved abstract (if required), the process for a nonreimbursable agreement with a foreign entity 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 the individual discusses the activity with the Center or Mission Directorate point of contact.

a. Connecting with the Office of International and Interagency Relations

Organizationally, 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 agreements with foreign entities. Within OIIR, a point of contact is assigned to draft the 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 website: <http://oiir.hq.nasa.gov>. The appropriate program office is responsible for the technical, scientific, programmatic, and management aspects of the activity.

The Office of the General Counsel (OGC) International and Space Law Practice Group (<https://nasa.sharepoint.com/sites/Legal/SitePages/clf.aspx#international-law-space-law>) assists and advises OIIR to ensure all aspects of the agreement with a foreign entity 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. Nonreimbursable Agreement with a Foreign Entity 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, OIIR will not begin work on the nonreimbursable agreement with a foreign entity 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 development process for the nonreimbursable agreement with the foreign entity.

The OIIR point of contact will serve as the Agreement Manager for the 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 ensuring an approved estimated price report (EPR) or estimated cost report (ECR) is included unless excluded per NPR 9090.1. The OIIR point of contact is responsible for drafting and coordinating the agreement with the foreign entity and will keep the Mission Directorate or Center point of contact informed of the status of the 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 nonreimbursable agreement with the foreign entity and process by which the agreement will enter into force.

References

For initiating nonreimbursable agreements with foreign entities, please contact the appropriate division within OIIR. For guidance, please visit the OIIR website: <https://www.nasa.gov/oiiir/>.

For content of nonreimbursable agreements with foreign entities, please see Chapter 4 of NAII 1050-1, Space Act Agreements Guide Grant and Cooperative Agreement Handbook, part 1260.12(e)(1-5).

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

NPR 9090.1, Partnership Agreements – Financial Requirements and Administration

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.



D. Use of NASA Property and Equipment

NASA may loan equipment or authorize use of real property in support of partnership agreements, but these actions are executed through separate property instruments in accordance with NASA's property management requirements (Real Property: NPR 8800.15; Personal Property: NPR 4300.1, NPR 4200.1 and NPD 4200.1).

Property transfers do not occur under Space Act Agreements (SAAs), and NASA retains ownership of all government property at all times. When a reimbursable agreement involves development of an item for a non-Federal partner, the partner must procure and provide all required raw materials. NASA will not purchase materials or transfer government property to a non-federal partner. These requirements are mandated by NASA property policy and are reflected through the appropriate required clauses and property instruments (e.g., NF 893 for equipment loans).

Key Principles:

- Use of NASA property and equipment in support of partnership agreements must serve a NASA mission purpose, and any such use cannot be for procurement or disposal of property.
- Ensure compliance with NPRs and NPDs while keeping documentation clear and efficient.
- Property loans may occur at the start of an agreement or at any time during performance. Loan periods must be finite and clearly stated in the agreement.

Best Practices:

- If loaning equipment, the agreement must contain the Loan of Government Property clause, and an approved NF 893 is required prior to providing any equipment to the partner. Engage with the Center Supply and Equipment Management Officer (SEMO).
- On the NF 893 in Block 2b 'Sponsoring Organization', the SAA's Technical Point of Contact (TPOC) name and organization should be listed.
- Loaned equipment is effective from the date of issuance through the end of the agreement.
- If using real property, engage with the Real Property Accountable Officer (RPAO) and Facilities and Real Estate Division (FRED) as early in the agreement formulation process as possible.
- If a foreign partner is involved, engage with Office of International and Interagency Relations (OIIR), SEMO, and Logistics Management Division (LMD) before any property action.
- Coordinate with property offices early to avoid delays and ensure requirements are met.
- Do not commit to property use before compliance checks and internal approvals are complete.

1. Loaning NASA Personal Property per NPD 4200.1 and NPR 4200.1

a. General Requirements

- Include the Loan of Government Property clause in the agreement.
- Complete NASA Form 893 (NF 893) for all equipment loans.
- Ensure the loan period in the NF 893 aligns with the agreement period. If the agreement term is extended, any corresponding NF 893 must also be extended for the same period if the equipment is still needed.
- Loans may be initiated after an agreement is executed; in such cases, the NF 893 must be completed and uploaded into the Partnership Agreement Maker (PAM) record.
- Center Supply and Equipment Management Officer (SEMO) ensures equipment accountability but does not approve equipment loans.
- The TPOC identified in the agreement should be listed on the NF 893 as the ‘Sponsoring Organization’ with responsibility, oversight, and accountability to ensure that the loaned equipment is within the scope of the agreement.
- Coordinate with the SEMO for accountability and annual inventory validation, including identification of the partner’s designee responsible for the equipment.
- If the loan is known before agreement execution, the NF 893 will accompany the agreement. Otherwise, the NF 893 will be uploaded to PAM when completed.

b. Domestic Partners

- The program must coordinate loans with the property custodian, equipment manager, and SEMO.
- The partner must name an accountable individual responsible for safeguarding the equipment, coordinating annual inventory validations with SEMO, and reporting any loss, damage, or destruction.

c. Foreign Partners

- OIIR must draft and execute the agreement.
- A separate NF 893 is not sufficient—loan terms must be included in the agreement.
- The loan cannot be executed until both an agreement with the foreign entity and a NF 893 are in place.
- Terms and conditions on property accountability and inventory validation requirements, normally listed on NF 893, are superseded by applicable terms and conditions included in the agreement with the foreign entity.
- Ensure the loan terms align with the applicable treaty or implementing agreements, if addressed.
- If the need for a loan arises under an existing international agreement, contact OIIR before taking action.
- Include Headquarters LMD along with Center SEMO coordination. The SEMO must still account for the equipment.

2. Real Property Use per NPR 8800.15

- Requires coordination with the assigned Center Real Property Accountable Officer (RPAO) within the Facilities and Real Estate Division (FRED). Contacts can be found on the Partnerships Community of Practice SharePoint site, Points of Contact page, under the [OSI-FRED Center RPAO listing](#).

- If both real property and reimbursable services are involved in a prospective partnership relationship, consult the RPAO and Agreement Manager early to determine appropriate agreement structure.
- Use Agency-approved terms and conditions specific to real property actions and ensure all real property compliance and statutory requirements are met.
- Consult stakeholder lists (e.g. Partnerships Community of Practice resources) to ensure full coordination.

3. Excessing NASA Property per NPR 4300.1

- NASA may not transfer title to government property under partnership agreements regardless of whether the property is no longer useful to NASA.
- Property must be returned to NASA before disposition.
- Contact Center Property Disposal Officer (PDO) for guidance. For property outside the U.S., contact Headquarters Disposal Manager and OIIR.
- The U.S. General Services Administration (GSA) has statutory authority over Federal property disposition; PDO implements NPR 4300.1 and applicable Federal regulations.

4. Property Used to Build Items for a Partner

a. Federal Partner

NASA may procure materials and deliver the end item under a reimbursable interagency agreement (IAA). NASA is reimbursed for both the materials and the manufacturing service.

b. Non-Federal Partner

Partner must provide all raw materials for deliverables under a reimbursable Space Act Agreement (SAA). NASA cannot use its own stock materials or procure materials in support of a SAA with non-Federal partners. Remaining raw materials must be returned to the partner at the conclusion of the work.

c. Importance of Clarity in Writing NASA's Responsibilities

To avoid confusion when describing how equipment or materials are handled under a partnership agreement, Agreement Managers should clearly distinguish between loan, use, and consumption through the appropriate clauses and property instruments, rather than treating them as NASA performance responsibilities. Key points include:

- If loaning equipment, a NF 893 is required.
- NASA cannot loan materials.
- If NASA consumes its own materials while performing reimbursable work, the deliverable is the service, not a transfer of materials.

References

NPD 4200.1, Equipment Inventory Management Program

NPR 4200.1, NASA Equipment Management Procedural Requirements

NPR 4300.1, NASA Personal Property Disposal Procedural Requirements

NPR 8800.15, Real Estate Management Program

Partnerships Community of Practice SharePoint, <https://nasa.sharepoint.com/sites/MSD/SitePages/Partnerships-Community-of-Practice.aspx/>

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



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.

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 2091.1, Distribution of Royalties and Other Payments Received by NASA from the Licensing or Assignment of Inventions. 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 the inventor 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 2092.1, 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

37 C.F.R. 404, Licensing of Government-Owned Inventions Bayh-Dole Act of 1980

NPD 2091.1, Distribution of Royalties and Other Payments Received by NASA from the Licensing or Assignment of Inventions

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

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 2210.1, Release of NASA Software.

IV. Processes for Proposing, Implementing, and Managing Partnerships

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



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 SharePoint site, [Partnerships Guidance Documents page](#), under General Considerations: Financial.

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 (AM), the Office of the General Counsel (OGC), the Headquarters Office of International and Interagency Relations (OIIR) for interagency agreements (IAAs) or agreements with foreign entities, or the NASA Partnership Office (PO) early in the agreement formulation process for specific advice and guidance for the particular partnership activity being contemplated.

2. NASA Agreement Manager Roles

Effective agreement administration is essential to achieving the objectives of NASA partnerships and ensuring compliance with Agency policy. It is not just a paperwork exercise, it is a strategic responsibility that safeguards NASA's resources, mission integrity, and legal obligations. Agreement Managers (AMs) and Lead Agreement Managers (LAMs) play a critical role in this process by coordinating across technical, legal, and financial stakeholders, maintaining accurate records, and proactively addressing issues throughout the agreement lifecycle. Their actions directly impact the success of partnership activities and NASA's ability to deliver value while upholding federal requirements. To assist AMs and LAMs in their roles, guidance and resources are available on the [Partnerships Community of Practice \(PCoP\) SharePoint site](#) as well as through regular forums.

Key Principles:

- New AMs must complete required SATERN training prior to performing any agreement-related duties.
- While AMs focus on individual agreements, LAMs oversee the local portfolio, ensure alignment with Agency policy, and serve as the primary contact for their organization.
- OIIR serves as the AM for agreements with a foreign entity.
- OIIR serves as the AM for classified IAAs, which must be submitted to OIIR using the appropriate secure system.
- Maintain timely and accurate records in the Partnership Agreement Maker (PAM) system throughout the agreement lifecycle.
- Escalate issues to the LAM before the NASA Partnership Office (PO).

Best Practices:

- LAMs train and mentor AMs and agreement originators, such as Technical Point of Contacts, and communicate policy updates or procedural changes.
- Use the [PCoP SharePoint site](#) for key points of contact, guidance, and resources.

a. Agreement Manager

AMs are responsible for the effective stewardship of partnership agreements within their local portfolios. In this capacity, they manage the full lifecycle of their partnership agreements, ensuring compliance with NASA policy, applicable laws, and directives. They coordinate across technical, legal, and financial stakeholders to ensure agreements are properly executed and maintained.

In the case of agreements with foreign entities, OIIR serves in the role of the AM and will work with a point of contact at the Center or at NASA Headquarters to complete specific AM tasks.

Contractor support staff may assist with many AM functions but are precluded from performing certain roles that would constitute inherently governmental functions. For partnerships, this may include, but are not limited to:

- negotiating agreement terms on behalf of the government;
- committing to the terms of the agreement with a partner;
- committing Government resources;
- making decisions regarding the dispositioning of Government property; or
- creating Government policy.

AM Core Responsibilities:

- Complete required SATERN training before performing Agreement Manager duties.
- Draft, route, and maintain domestic, unclassified agreements in PAM.
- Draft abstracts for agreements involving foreign partners and, once approved, coordinate with OIIR and the sponsoring program to transition the effort into an international agreement, at which point OIIR assumes AM responsibilities while continuing to work with the initiating Center or Mission Directorate on specific AM tasks.
- Engage required offices early, including OGC, OCFO, and for agreements for the benefit of foreign entities, OIIR.

- Ensure abstracts and agreements align with NASA mission objectives and applicable NPRs/NPDs.
- Conduct agreement formulation, including obtaining information on resources, business viability, and appropriate processing times.
- Maintain accurate records and upload the final, signed version of agreements and supporting documentation into PAM within five business days of execution (including, but not limited to, annexes, modifications to the agreement, and estimated price/cost reports (EPRs/ECRs).
- Submit abstracts and clause deviations for Headquarters review when required.
- Monitor agreement performance and conduct periodic reviews to confirm:
 - Agreement term and potential extensions or early termination.
 - NASA and partner responsibilities.
 - Schedule and milestones.
 - Financial obligations.
 - Other aspects, including disputes or mishaps (injuries, equipment failure, property damage).

b. Lead Agreement Manager

The LAM serves as the primary point of contact for agreements within their organization's or Center's portfolio. This role provides oversight and coordination for local partnership activities and acts as the liaison to the PO.

LAMs must be formally appointed by their organization's Official-in-Charge¹⁸ (OIC) through written communication to the PO. Confirmed LAMs are listed on the PCoP SharePoint site, [Partnerships Points of Contact page](#).

LAM Core Responsibilities:

- Serve as the first point of contact for questions or issues related to agreements within their local portfolio.
- Communicate policy updates and procedural changes to AMs in their organization.
- Review agreement reporting data (such as congressional or other PAM generated reports).
- Coordinate SATERN training completion for all AMs before they assume duties.
- Train and mentor AMs or agreement originators on roles, responsibilities, and best practices. LAMs should schedule periodic training refreshers for AMs and Technical Point of Contacts (TPOCs) to ensure compliance and consistency.
- Ensure consistency and compliance across agreements within their organization.
- Interface with the PO on Agency-wide initiatives and escalated issues.

References

NPD 1050.7, Authority to Enter into Partnership Agreements

Partnerships Community of Practice SharePoint, <https://nasa.sharepoint.com/sites/MSD/SitePages/Partnerships-Community-of-Practice.aspx/>

¹⁸ The official-in-charge list is maintained by the executive secretariat and available on NASA's internal SharePoint site at: [NASA Office of the Executive Secretariat – Agency Roles Database](#).

3. Vetting 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 government or U.S. Government entity. In vetting prospective partners, agreement initiators should consult with their Lead Agreement Manager (LAM), as well as their Office of the General Counsel (OGC) as necessary.

There are several aspects to vetting prospective nongovernment partners. For instance, the NASA initiator or Agreement Manager must check the U.S. Government's System for Award Management (SAM) system (<https://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 (AM) 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 OGC 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 Partnership Agreement Maker (PAM) 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. It is also important to confirm whether the prospective partner is a U.S. entity and whether there are any foreign entity connections (for example, whether the prospective partner is a U.S. subsidiary of a foreign parent company). Research can be conducted 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; and
- verifiable knowledge of NASA personnel involved with other recent partnerships with the partner

4. Headquarters Abstract Review Process

NASA uses the Headquarters Abstract Review Process to ensure partnership agreements that could significantly impact the Agency are properly coordinated and aligned with NASA's mission, policies, and strategic priorities. An abstract is a concise summary of key information about a proposed partnership activity, submitted to the NASA Partnership Office (PO) through the Partnership Agreement Maker (PAM) system before negotiations or commitments occur. This process helps:

- Validate that NASA is a good steward of U.S. Government resources.
- Confirm the soundness of the financial approach.
- Ensure compliance with Agency policy and strategic objectives.
- Promote transparency and coordination across Centers and Headquarters offices.

Abstracts reviewed at Headquarters represent only a small fraction of NASA's overall partnership portfolio. The majority of agreements are executed at the local Center level under delegated authority, without requiring Headquarters review. This process applies only to activities that meet specific criteria for Agency-level coordination.

On behalf of the NASA Administrator, who serves as the final decision authority for all classified interagency agreements (IAAs), the Headquarters Office of International and Interagency Relations (OIIR) is responsible for the NASA-wide preliminary review of proposed classified IAAs. Abstracts are required for all classified activities. 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 including Center Director approval, prior to submitting to OIIR. OIIR will follow a similar abstract review process as outlined in this section, using the appropriate classified systems and appropriately clear individuals from the NASA Headquarters organizations reviewing the proposed activities.

a. Center-Level Review Process

Before submitting an abstract to the PO, the initiating organization must fully vet the abstract within its Center, including all affected program and functional offices. This ensures accuracy, completeness, and alignment with partnership objectives, reduces delays, and minimizes risk of escalation. As part of this process:

- It is strongly recommended the Lead Agreement Manager review and approve the abstract before routing it to the Center's Office of the General Counsel (OGC) and before submission to PO.
- It is mandatory that the initiating Center's OGC review all abstracts before submitting to PO.
- It is strongly recommended for activities involving programmatic resources, the cognizant Headquarters Mission Directorate is consulted prior to submission.

b. Headquarters Review Process

When an abstract has completed center-level vetting and is received by the PO, the PO will:

- 1) Coordinate review with relevant Headquarters stakeholders and affected Centers.
- 2) Provide an official, consolidated response in PAM indicating either:
 - No substantive issues – initiator may proceed with agreement development.
 - Issues identified – initiator must provide additional information for resolution.

If issues cannot be resolved at the organizational level, the PO may escalate to senior Agency management. The goal of the PO is to provide a consolidated response within 10 business days. Abstracts involving foreign entities or other complex considerations may require additional time for review.

c. Classified Activities

Classified IAAs must be submitted to the Headquarters OIIR using the appropriate secure system — **do not enter classified information into PAM.**

- Abstracts are always required for classified activities.
- Center-level review, including Center Director approval is required before submission.¹⁹
- OIIR will follow a similar review process using secure systems and cleared personnel.
- The Administrator is the final decision authority on all classified IAAs.

¹⁹ For classified activities, Center reviews must be conducted by appropriately cleared individuals on the appropriate secure systems.

d. Abstract Submission Criteria

To determine when an activity may have a significant impact on the Agency, follow the guidelines below. When in doubt, contact the PO for guidance. If an abstract is not required, the initiating organization must document the rationale in PAM for the record.

i. Mandatory Headquarters Review

Submit an abstract to the PO when any of the following conditions apply:

- **Foreign Entities:** Involve foreign entities directly or indirectly (e.g., activity appears to benefit a foreign entity per NPD 1370.1²⁰), except agreements initiated by a Headquarters Mission Directorate in coordination with OIIR. This includes domestic agreements for which foreign travel is required.
- **Classified Activities:** All classified partnership activities. Submit abstracts directly to OIIR via the appropriate secure system—do not enter into PAM. There should be no reference to classified documents in an unclassified agreement. All obligations between the Parties must be captured in the unclassified agreement. If there is associated classified documentation, the agreement needs to be handled as a classified agreement on the appropriate system.
- **Reimbursable Interagency Agreements (IAAs) over \$5M:** If other mandatory criteria apply, abstract submission is required regardless of value.
- **Reimbursable Agreements Priced Below Full Cost:** Includes cost waivers or excluded costs under Commercial Space Launch Act (CSLA) pricing authority. Renewals or amendments that materially change scope or term also require Headquarters review.
- **Sensitive Technologies:** Includes export-controlled, proprietary, or otherwise sensitive technologies, data, or capabilities.
- **Significant Attention:** Activities likely to generate congressional inquiries, significant media coverage, or interagency scrutiny beyond routine partnership communications.
- **Exclusive Arrangements or Fairness Principles:** If the agreement is not being competed, any activity involving an exclusive or essentially exclusive arrangement or requiring interpretation of fairness and competitive principles under Section II.A.1.
- **New Partnership Models or Non-Standard Legal Structures:** Activities that use non-standard agreement structures under NASA's Other Transactions Authority (OTA), which may involve multi-party arrangements, consortium models, unusual policy waivers, or controversial activities requiring Agency-level policy interpretation.
- **NOJMO Nonreimbursable Agreements:** All nonreimbursable agreements involving JPL.
- **Agency-Level or Non-Standard Multi-Center Coordination:** Activities that require Agency-level²¹ coordination or involve multiple Centers **beyond** routine collaboration. Routine multi-Center work within delegated authority does not require Headquarters review.

²⁰ NPD 1370.1, Reimbursable Utilization of NASA Facilities by Foreign Entities and Foreign-Sponsored Research, Attachment A defines

1) "foreign entity" as "a legal entity that is not established under a state or Federal law of the United States and includes a commercial, noncommercial, or governmental entity of a foreign sovereign"; and further defines

2) "for the benefit of a foreign entity" to mean "that a foreign entity could have access to and use of any deliverable items (including any data) resulting from a reimbursable agreement by virtue of a contractual or other relationship (including common corporate ownership) with a party having such an agreement with NASA."

²¹ The official-in-charge (OIC) list is maintained by the executive secretariat and available on NASA's internal SharePoint site at: [NASA Office of the Executive Secretariat – Agency Roles Database](#).

ii. Locally Managed (HQ Review Not Required)

Activities may be managed locally when none of the mandatory criteria above apply. Examples include:

- Interagency agreements (IAAs) do not require an abstract unless other mandatory criteria apply. However, OIIR must be included as a required reviewer in PAM for all IAAs.²²
- Standard reimbursable or nonreimbursable agreements with domestic entities that do not involve sensitive technologies or foreign participation.
- Domestic collaborations involving unclassified, low-risk technical work within established Center capabilities.
- Use of NASA facilities or capabilities that do not involve sensitive technologies or high-visibility activities, and that are not for the benefit of foreign entities.
- Domestic educational, public engagement, or outreach partnerships without foreign entities or sensitive content.
- Minor in-scope amendments to previously abstracted domestic unclassified agreements (does not include new annexes not reviewed under an umbrella). Note: any amendments to agreements that are for the benefit of a foreign entity must be reviewed by OIIR.
- **Routine Domestic Activities:** Astronaut appearances, lunar sample loans, fully reimbursable wind tunnel tests not involving, or for the benefit of, foreign entities, short-term domestic university research collaborations, hosting domestic workshops or domestic conferences, and domestic unclassified agreements resulting from competitive NASA processes.

e. Required Content for Abstract Submission

Abstracts are typically three to five pages and must provide clear, concise, and relevant information that enables Headquarters reviewers to assess alignment with NASA's mission, strategic priorities, and resource stewardship. The abstract must clearly show throughout how the proposed activity aligns with NASA priorities, including:

- a NASA program or project;
- a specific capability or resource;
- a Mission Directorate or Headquarters organization;
- how the proposed activity supports Agency-level objectives; and
- how the proposed activity aligns with NASA and national policies.

Quality abstracts are:

- **Clear:** Do not submit abstracts with vague statements, unnecessary jargon, or filler language. Identify who does what or brings what to the partnership.
- **Specific:** Spell out acronyms, use program names, technical capabilities, and mission objectives. When mentioning Technology Readiness Levels (TRLs), be specific about whose TRL the abstract is citing.
- **Consistent:** The scope, responsibilities, resources, and costs are aligned logically.
- **Concise:** Avoid unnecessary words—focus on facts that matter for decision-making.

²² If the proposed IAA does not meet the criteria for an abstract, the agreement is still required to be reviewed by OIIR, consistent with NPD 1050.7 Authority to Enter into Partnership Agreements. Accordingly, initiators must include OIIR on the routing for the draft agreement.

- **Relevant:** The abstract should answer: Why is this important for NASA? How does this advance NASA objectives? Does it comply with NASA and/or national policies? Does it create competition against or support the U.S. space economy? Include steps taken/research done to ascertain compliance with areas of concern (e.g. NASA or national policy, competitiveness).
- **Complete:** Abstracts that lack detail or context will delay review and may require resubmission.
- **Precoordinated:** Impacted offices and Mission Directorates should have awareness of the activity before submitting for review, especially if utilizing programmatic resources.

Required elements of abstracts:

- 1) Overview of Proposed Activity
 - Provide a clear description of the activity, including its technical scope and objectives. Be specific in what exactly the partnership is, who does what, and who brings what to the partnership.
 - The type of partnership agreement (e.g., reimbursable, nonreimbursable).
 - The applicable authority (e.g., 51 U.S.C. § 20113(e)).
 - Identify responsible NASA personnel (Agreement Manager and TPOC).
 - Name the intended partner(s) and any beneficiaries.
 - If any partner or beneficiary is a foreign entity, explain how the activity benefits the foreign entity and how it aligns with NASA's mission.
 - Describe the full scope of the anticipated partnership if beyond the immediate activity.
- 2) Roles and Responsibilities
 - Clearly define what NASA will do and what the partner will do — avoid generic phrases like “collaborate” or “support.”
- 3) Financial Commitments
 - Provide estimated total cost for NASA and total amount to be reimbursed by the partner over the agreement term.
 - Include ranges if exact figures are not available, but avoid leaving this blank.
- 4) NASA Resource Commitments
 - Specify civil service FTEs and contractor work-year equivalents.
 - Describe specific NASA facilities, key equipment, or assets to be committed.
 - For non-fully reimbursable agreements: identify the NASA program or funding source.
 - For reimbursable agreements with non-Federal and/or international partners: explain why NASA resources are unique or not commercially available.
- 5) Data Rights Provisions
 - Identify any anticipated deviations from standard clauses, especially for foreign entities.²³
- 6) Proposed Term
 - State the duration of the agreement (number of years).

²³ NPD 1370.1, Reimbursable Utilization of NASA Facilities by Foreign Entities and Foreign-Sponsored Research, paragraph 1.c(5).

7) Affected Organizations

- List Mission Directorates, Headquarters offices, or Centers involved –be specific.

8) Mission Alignment

- Provide a direct statement of how the activity supports NASA’s mission and strategic goals.
- Avoid generic language like “advances science” or “supports innovation” –tie it to a program, capability, or priority.
- If not directly aligned to a program (e.g. wind tunnel use), indicate why the activity must uniquely be performed at NASA relative to another domestic or international facility. Answer how this activity does not have a negative impact on the U.S. commercial industry.

Additional best practices and examples are posted on the Partnerships Community of Practice SharePoint site, [Partnerships Guidance Documents page](#).

f. Waiver Process for Partnership Agreements Otherwise Requiring Review

Waivers allow flexibility for low-risk activities that technically meet mandatory criteria but pose minimal Agency risk. Waivers reduce unnecessary review burden while maintaining oversight.

The initiating organization (Agreement Manager or designated lead) is responsible for preparing and submitting the waiver request.

- 1) Include a brief justification explaining why review is unnecessary and confirm that the proposed activity does not involve foreign entities, sensitive technologies, or national-security implications.
- 2) Waiver requests must be submitted via email to the PO Agreement Abstract Reviews shared mailbox (hq-agreement-abstract-reviews@mail.nasa.gov).

The PO will consult relevant stakeholders and provide a documented decision back to the initiating organization.

g. Activity Changes After a Completed Abstract Review

If significant changes occur to the proposed activity, parties, or terms after receiving an affirmative response—or if an abstract was initially deemed unnecessary—the Agreement Manager must notify the PO. Changes may require additional coordination or a new review.

Significant changes are those that materially affect the nature, scope, or risk profile of the proposed activity. Examples include:

- **Scope Expansion:** Adding new technical objectives, increasing the number of launches, or introducing additional work elements not previously reviewed.
- **Third-Party Involvement:** Introducing a third party whose participation impacts the agreement’s obligations, compliance requirements, or risk exposure.
- **Financial Impact:** Increasing NASA’s financial commitment or changing cost-sharing arrangements beyond what was originally reviewed.
- **Resource Commitments:** Adding major NASA facilities, equipment, or civil service/contractor resources not previously identified.

- **Legal or Policy Changes:** Introducing non-standard legal structures, new partnership models, or terms requiring Agency-level interpretation.
- **Visibility or Risk:** Changes that elevate the activity to high-visibility status (e.g., congressional interest, media attention) or introduce national security implications.

5. Quality Agreements

Quality agreements ensure the resulting document is accurate, compliant with NASA policy, and ready for efficient routing and execution. These standards apply to all domestic, unclassified partnership agreements, regardless of whether the activity required an abstract.

Quality agreements should be:

- **Compliant**
 - Includes all mandatory clauses for the applicable agreement type (e.g. reimbursable, nonreimbursable, funded).
 - Property language complies with NPR 4200.1, NPR 4300.1, NPR 8800.15, and relevant NPDs.
 - Financial documentation follows NPR 9090.1, including the correct use of:
 - estimated price report (EPR) or
 - estimated cost report (ECR)
 - Statutory authority (e.g., 51 U.S.C. § 20113(e)) is correctly applied.
- **Clear**
 - Roles, responsibilities, and actions are unambiguous.
 - If an abstract was required, the agreement's scope aligns with the approved abstract, PAM record, and any annex.
 - Avoid vague commitments, collaborative phrasing, or verbs that imply joint development unless expressly intended.
- **Relevant**
 - Clearly states NASA's mission purpose and applicable statutory authority.
 - Shows how the activity supports NASA objectives and complies with Agency policy.
 - If an abstract was required, the mission rationale is consistent with the approved abstract.
- **Precoordinated**
 - Appropriate Mission Directorates and functional offices (e.g. OGC, OCFO, SEMO, RPAO, Export Control, OIIR) are engaged early as necessary.
 - If an abstract was required, agreement content reflects prior coordination and review direction.
 - The agreement is complete, accurate, and ready for routing.
- **Specific**
 - Acronyms are spelled out at first use; specialized terms are defined where appropriate.
 - Authorities, deliverables, and performance descriptions are stated precisely.
 - If an abstract exists, technical and programmatic details reflect what was approved.

- **Consistent**
 - Responsibilities, resources, timelines, and financial elements are consistent across the agreement body, annexes, and PAM entries.
 - Property, export-related language (if applicable), Intellectual Property or data rights, and authority citations match NASA policy.
 - If an abstract was required, agreement content aligns with the abstract and any resolved Headquarters comments.
- **Concise**
 - Agreement text avoids unnecessary narrative or background.
 - Focus remains on terms governing the activity rather than abstract-level justification.
- **Complete**
 - Includes all necessary documents and attachments before routing, including:
 - Required EPR/ECR (NPR 9090.1)
 - Property documentation (NF 893, real property terms if applicable)
 - Incorporates all resolved internal comments.
 - Agreement formatting, routing metadata, and required fields in PAM are finalized.

References

51 U.S.C. sec 20113(e), National and Commercial Space Programs

NAII 1050-1, Space Act Agreements Guide

NPD 1050.7, Authority to Enter into Partnership Agreements

NPR 4200.1, NASA Equipment Management Procedural Requirements

NPR 4300.1, NASA Personal Property Disposal Procedural Requirements

NPR 8800.15, Real Estate Management Program

NPR 9090.1, Partnership Agreements – Financial Requirements and Administration

Partnerships Community of Practice SharePoint, <https://nasa.sharepoint.com/sites/MSD/SitePages/Partnerships-Community-of-Practice.aspx/>

6. Clause Deviation Request Process

NASA uses standard clauses in partnership agreements to ensure consistency and compliance. Deviation from these standard clauses requires coordination with the originator's local Office of the General Counsel (OGC). Additionally, there are specific cases and clauses which require higher scrutiny and coordination at the Agency level. The NASA Partnership Office (PO) reviews deviation requests in coordination with the appropriate stakeholders to ensure compliance with Agency policy and to resolve issues efficiently.

Key Principles:

- Local OGC review must occur before PO review. This ensures compliance and avoids delays.
- If deviation is part of a competition, coordinate with PO before release of the template agreement.
- If deviation is approved, upload approval email into the Partnership Agreement Maker (PAM) system immediately.

Best Practices:

- Engage OGC and PO early when you anticipate a deviation or unusual issue.
- Provide all required details with your deviation request.

a. Clause Deviations Requiring PO Approval:

For agreements with domestic, non-Federal Government partners, advance written approval from the PO Director (or designee) is required when proposing to omit or modify any of the following clauses (NPD 1050.7):

- Priority of Use;
- Liability related clauses;
- Intellectual Property related clauses;
- Compliance with Laws and Regulation;
- Termination related clauses; and
- Investigations of Mishaps and Close Calls.

Even if deviations are proposed within a competitive process (Mission Directorate or Center level), PO approval is still required under NPD 1050.7. Engage the PO early to prevent delays as late involvement can significantly impact your timeline.

b. Submission Requirements for PO Approval:

Submit requests with the following information via email to the PO Director with a courtesy copy to the PO shared mailbox (hq-partnership-office@mail.nasa.gov).

- Partner name
- Agreement title and type
- Clause title(s) and paragraph reference(s) (e.g., 9.A.8)
- Rationale for each deviation
- Name of local OGC attorney who reviewed and concurred
- Draft agreement showing “tracked changes” to the standard clause text

Upon approval, upload the approval email to the PAM agreement record.

References

NPD 1050.7, Authority to Enter into Partnership Agreements

NAII 1050-1, Space Act Agreements Guide

Partnerships Community of Practice SharePoint, <https://nasa.sharepoint.com/sites/MSD/SitePages/Partnerships-Community-of-Practice.aspx/>

7. Notice of Significant Partnership Action

The Notice of Significant Partnership Action (NOSPA) is NASA’s formal process for ensuring early, coordinated Headquarters awareness of partnership actions that carry Agency-level visibility, sensitivity, or strategic impact. It enables senior leadership—including the Office of the Administrator, Office of Communications (OComm), Office of Legislative and Intergovernmental Affairs (OLIA), Mission Directorates, and other key stakeholders—to align on significant partnership actions before any public announcement or solicitation is released.

A NOSPA is not a substitute for early vetting (see Section IV.A.4, Headquarters Abstract Review Process). Instead, it serves as a coordination and communication tool once a partnership action is approaching public release or agreement award.

a. When a NOSPA Is Required

A NOSPA may be required when:

- Directed by the NASA Partnership Office (PO) or the Acquisition Strategy Council (ASC).
- Determined by the PO based on Agency-level impact, visibility, or sensitivity.
- The initiating organization judges that the action involves major capability development, substantial NASA resources, or high visibility due to mission importance, cost, risk, or public interest.
- The action is likely to draw attention from the Administration, Congress, or the media.
- A public announcement is planned, such as:
 - Release of a formal solicitation;
 - Announcement of selections from a competition; or
 - Other significant partnership actions as determined by the PO.

b. Roles and Responsibilities

The Agreement Manager, working with the initiating Center or Mission Directorate, is responsible for drafting the NOSPA using approved templates. The PO determines whether a NOSPA is required, provides guidance on timing and content, and coordinates Headquarters review. NOSPAs are routed through the Partnership Agreement Maker (PAM) system for internal Center review and Headquarters concurrence.

c. Required NOSPA Content

A NOSPA must contain:

- Title of the partnership action
- Name and full address of selected partner(s) (including nine-digit ZIP code), when applicable
- Detailed description of the partnership scope, including:
 - Whether the action results from a competition or termination
 - Type of partnership
 - NASA assets involved
- Estimated total dollar amount of NASA resources to be committed
- Expected term (number of months or years)
- Visibility or risk considerations
- Draft communications materials (e.g., press release, Q&A)

d. Purpose

The NOSPA ensures:

- early alignment across Headquarters;
- consistent and coordinated messaging;
- awareness among senior leadership before public release;
- protection of NASA's credibility and external communications posture; and
- confirmation that the action aligns with Agency priorities and strategic objectives.

No planned public announcement or solicitation may proceed until written NOSPA approval is received. To support timely review, Agreement Managers should initiate PAM routing at least five business days before any planned public release or announcement.

Additional resources are available on the Partnerships Community of Practice SharePoint site, [Partnerships Guidance Documents page](#), under Competitive Partnerships Resources.

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

The NASA Office of JPL [Jet Propulsion Laboratory] Management and Oversight (NOJMO) administers the Federal prime contract with the California Institute of Technology (Caltech) to operate 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 NOJMO determines that the partner's scope falls within the core competencies listed in the Caltech prime contract, and is otherwise appropriate for Caltech to perform, the NOJMO Procurement Office executes a fully reimbursable Space Act Agreement (SAA) with the partner in accordance with applicable Agency policies and procedures and Headquarters review requirements. A NOJMO 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 NOJMO and the NASA Headquarters Office of International and Interagency Relations (OIIR) coordinate on agreements with foreign entities to ensure that clauses are consistent with the Caltech prime contract.

9. Agreements for Classified Activities

Per NPD 1050.7A paragraph 5.d, the Office of International and Interagency Relations (OIIR) is responsible for the NASA-wide review, coordination, and storage of classified interagency agreements (IAAs). This function is performed in support of the NASA Administrator. The NASA Administrator reviews and gives final agency approval of all classified activities. Offices desiring to partner on a classified activity must submit an abstract to OIIR for Agency coordination on the appropriate classified system. Abstracts are required for all classified activities (see Section IV.A.4 of this guide). 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 executed, the agreement initiator 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.

References

NPD 1050.7, Authority to Enter into Partnership Agreements

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

Partnerships Community of Practice SharePoint, <https://nasa.sharepoint.com/sites/MSD/SitePages/Partnerships-Community-of-Practice.aspx/>

10. Umbrella Agreements

Umbrella agreements (UAs) provide a mechanism for NASA and a non-federal 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.²⁴ 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.²⁵ 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) UAs is posted to the Partnerships Community of Practice SharePoint site (https://pam.nasa.gov/main/agency_umbrella_agreement_report.aspx).

For annexes issued under UAs, the term (i.e., period of performance) of the annex may not extend past the end date of the UA under which it is issued.

UAs cannot be used for reimbursable agreements with Federal partners due to the requirements of Treasury's Federal-wide G-Invoicing system.

References

NPD 1050.7, Authority to Enter into Partnership Agreements

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

NAII 1050-1, Space Act Agreements Guide (SAAG)

Partnerships Community of Practice SharePoint, <https://nasa.sharepoint.com/sites/MSD/SitePages/Partnerships-Community-of-Practice.aspx/>

B. Center-Level Processes and Procedures

For additional information on Center and Headquarter (HQ) office level guidance, please see the Partnerships Community of Practice SharePoint site, [Center and HQ Mission Directorate Specific Guidance](#) page.

²⁴ All annexes issued under a UA must cite a legal authority or authorities based on the legal authority or authorities cited in the UA.

²⁵ 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 1050.7, Authority to Enter into Partnership Agreements.

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 System

NASA's Partnership Agreement Maker (PAM) system is an internal NASA tool used for the drafting and electronic routing of Agency partnership agreements, except classified agreements and agreements with foreign entities. PAM is also the official repository of record for the storage of all such agreements (pursuant to NPD 1050.7).²⁶ Finally, the system is also used for the processing of all abstracts for unclassified agreements and agreements with foreign entities and is a resource for performing searches and generating reports regarding 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> (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 the NASA Partnership Office at Headquarters.

2. System for International External Relations Agreements

The Office of International and Interagency Relations (OIIR) provides guidance and direction for NASA's partnerships with foreign entities, 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 agreements with foreign entities. Copies of agreements with foreign entities 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 website: <https://www.nasa.gov/oiiir/>.

²⁶ 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 and estimated cost reports) in the Partnership Agreement Maker (PAM) system within five business days of Agreement signature.

3. Core Financial and Accounting System and Data Warehouse

The NASA Office of the Chief Financial Officer (OCFO) has primary responsibility for the Agency fiscal resources, to include policy, planning, analysis, justification, control, and reporting, through the core financial and accounting system. The core system is used to track and report reimbursable agreement transactions, such as advance funding, sales orders, costs, billing, etc., in accordance with legislation, regulation, and NASA financial policy. Data from the core financial system is uploaded into a report producing tool that may be accessed by approved users. NASA's current core financial system is the Systems Applications & Products (SAP), and the data warehouse is Business Objects (BOBJ). Along with standard reports, ad hoc queries may be created in the data warehouse application. Access may be granted to non-financial personnel; however, initial assistance with retrieving financial data (e.g., accounts receivable, billing, collection) through reports or queries should be requested from the Center OCFO or designated resource manager/analyst to ensure the data is appropriate to the need.

FAQs

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

Yes, but financial data request should begin with the Center OCFO or resource manager/analyst. Access to BOBJ requires submission of a NAMS request. To start the process, please contact the NASA Enterprise Service Desk.

Is training available for BOBJ?

Yes, training is available through NASA SATERN. BOBJ also has a user guide to assist an employee with reading the BOBJ screens and obtaining the desired reports. Please consult the NASA Enterprise Service Desk for more information.

Points of Contact

NASA Enterprise Service Desk 1-877-677-2123

References

NPD 1000.3, The NASA Organization

NPD 1050.7, Authority to Enter into Partnership Agreements

NPD 9010.2, The Continuous Monitoring Program of Financial Controls

NPR 9010.1, Financial Management Requirements Overview

NPR 9090.1, Partnership Agreements – Financial Requirements and Administration

4. Department of the Treasury G-Invoicing System

G-Invoicing is a secure, web-based application created by the Treasury Department to manage Intragovernmental Buy/Sell transactions between two federal agencies. Guidance regarding NASA's use of G-Invoicing is available via the Partnerships Community of Practice SharePoint site, [Partnerships Guidance Documents page](#), under the section for Reimbursable Agreement Guidance.

5. NASA Solicitation and Proposal Integrated Review and Evaluation System

The NASA Solicitation and Proposal Integrated Review and Evaluation System (NSPIRES) is a system that helps the science and technology research community conduct research business with NASA. The public site allows access a list of solicitations from NASA. Some NASA organizations employ the NSPIRES system for receiving proposals from external entities and facilitating the review of such proposals.

B. NASA Partnerships Community of Practice

NASA's Partnerships Community of Practice (PCoP) is an informal group of Agency stakeholders involved in various aspects of 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 lessons learned, and the development and implementation of process improvements.

The PCoP offers:

- monthly tag-ups;
- ad hoc forums as needed;
- annual training workshops and roundtable discussion forums;
- collaborative environments for discussing relevant issues and improving Agency-wide consistency in partnership practices;
- communication of recent Partnership Agreement Maker (PAM) system updates, language changes, and Space Act Agreements Guide (SAAG) clause changes;
- demonstrations and notifications of upcoming training opportunities; and
- document libraries and repositories including partnership policies, guidance, templates, contacts, and tools for interconnectivity.

To be added to the PCoP meetings and e-mail distribution, coordinate the request through your organization's [Lead Agreement Manager](#). This ensures you know and stay connected to the right internal support.

For more information about the PCoP, including meetings and resources, visit the PCoP SharePoint site at <https://nasa.sharepoint.com/sites/MSD/SitePages/Partnerships-Community-of-Practice.aspx> or contact the NASA Partnership Office at hq-partnership-office@mail.nasa.gov.

C. Interagency Partnerships Liaison Team Forum

The Interagency Partnerships Liaison (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 (OIIR) is responsible for leadership of the IPL, which is comprised of senior NASA representatives from Headquarters offices and 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.

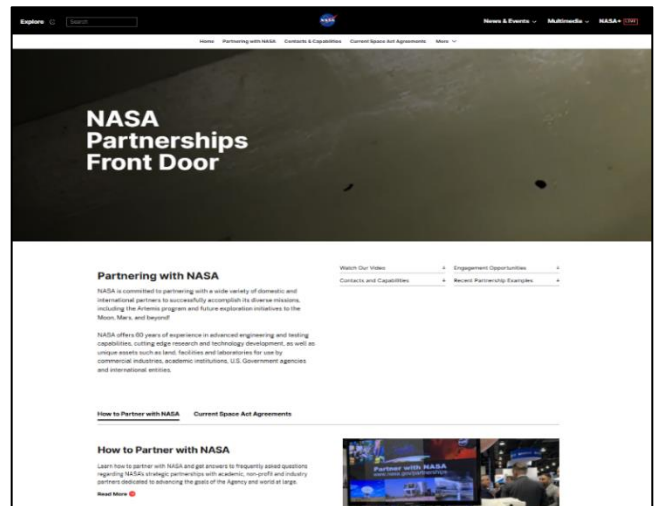
For more information about the IPL, please contact the Export Control and Interagency Liaison Division of the OIIR at Headquarters.

D. Websites

1. NASA Partnerships Public Site

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 listings of NASA's active SAAs with domestic and foreign partners.

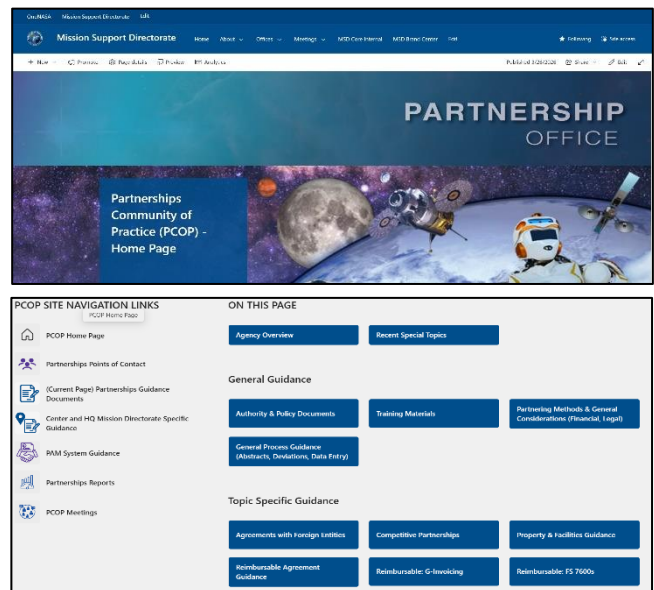
<https://www.nasa.gov/partnerships/>



2. Partnerships Community of Practice Internal SharePoint

Internal NASA SharePoint site that serves as a resource to NASA's partnerships community by facilitating the awareness and coordination of partnerships related information. Specifically, this site includes links to

- applicable laws, regulations, policies;
- points of contact;
- other guidance documents or agreements processing tools;
- Partnership Agreement Maker (PAM) System guidance, manuals, and recorded demos;
- reports, and other "Community of Practice" information.

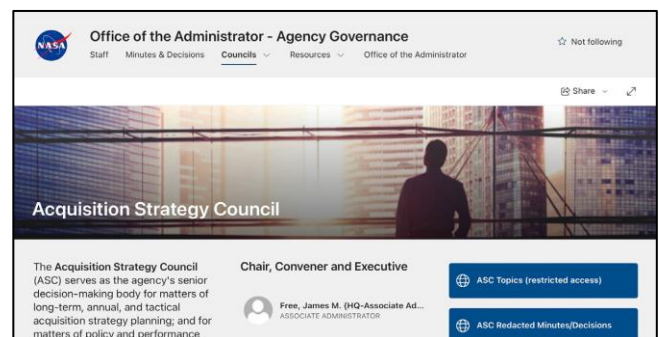


<https://nasa.sharepoint.com/sites/MSD/SitePages/Partnerships-Community-of-Practice.aspx/>

3. Acquisition Strategy Council

Internal NASA SharePoint site that provides information about NASA's Acquisition Strategy Council (ASC), including its charter, Decision Memoranda, membership, and other information.

<https://nasa.sharepoint.com/sites/governingcouncils/SitePages/ASC.aspx>



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

A. Acronyms

AAI	Agency Agreement Indirect
ACMO	Aircraft Capability Management Office
ACO	Announcements of Collaboration Opportunity
AFPP	Announcement for Partnership Proposals
AM	Agreement Manager
ASC	Acquisition Strategy Council
ASM	Acquisition Strategy Meeting
BOBJ	Business Objects
Caltech	California Institute of Technology
CCSC	Collaboration for Commercial Space Capabilities
CEA	Center Export Administrators
CFD	computational fluid dynamics
CFO	Chief Financial Officer
CFR	Code of Federal Regulations
CIO	Chief Information Officer
CPS	Center Protective Services
CRADA	Cooperative Research and Development Agreement
CSLA	Commercial Space Launch Act
DFM	Decision Framing Meeting
EAR	Export Administration Regulations
ECR	Estimated Cost Report
ECS	Export Control Staff
EPR	Estimated Price Report
EUL	Enhanced Use Lease
FAA	Federal Aviation Administration
FAR	Federal Acquisition Regulation
FNAM	Foreign National Access Management
FRED	Facilities and Real Estate Division
GOCH	Government Owned, Contractor Held
GSA	U.S. General Services Administration
GT&C	General Terms and Conditions
HEA	Headquarters Export Administrator
HQ	Headquarters

IAA	Interagency Agreement
IdMAX	Identity Management and Account Exchange
IPL	Interagency Partnerships Liaison
ISMD	Institutional Safety Management Division
IT	information technology
ITAR	International Traffic in Arms Regulations
IVC	International Visit Coordinator
LAM	Lead Agreement Manager
LEO	Low Earth Orbit
LMD	Logistics Management Division
MAP	Mission Support Future Architecture Program
MSD	Mission Support Directorate
NAII	NASA Advisory Implementing Instruction
NEPA	National Environmental Policy Act
NF	NASA Form
NOA	Notice of Availability
NODIS	NASA Online Directives Information System
NOJMO	NASA Office of JPL [Jet Propulsion Laboratory] Management and Oversight
NOSPA	Notice of Significant Partnership Action
NPD	NASA Policy Directive
NPR	NASA Procedural Requirements
NSPIRES	NASA Solicitation and Proposal Integrated Review and Evaluation System
NTAA	NASA Transition Authorization Act of 2017
NTR	New Technology Report
OCFO	Office of the Chief Financial Officer
OCIO	Office of the Chief Information Officer
OComm	Office of Communications
OGC	Office of the General Counsel
OIC	Official-in-Charge
OIIR	Office of International and Interagency Relations
OLIA	Office of Legislative and Intergovernmental Affairs
OMB	Office of Management and Budget
OSI	Office of Strategic Infrastructure
OSMA	Office of Safety and Mission Assurance
OSTEM	Center STEM Engagement offices
OTA	Other Transactions Authority
PAM	Partnership Agreement Maker
PC	Partnership Council
PCoP	Partnerships Community of Practice
PDO	Property Disposal Officer
PO	Partnership Office
Pre-ASM	Pre-Acquisition Strategy Meeting
RFI	Request for Information
ROW	rights-of-way
RP AO	Real Property Accountable Officer

SAA	Space Act Agreement
SAAG	Space Act Agreements Guide
SAM	System for Award Management
SAP	Systems Applications & Products
SBIR	Small Business Innovative Research
SEMO	Supply and Equipment Management Officer
SIERA	System for International External Relations Agreements
STEM	Science, Technology, Engineering and Mathematics
TPOC	Technical Point of Contact
TRL	Technology Readiness Level
UA	Umbrella Agreement
UAS	unmanned aircraft system

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.

NAII 1000.1, Decision Framing Meeting (DFM) and Pre-Acquisition Strategy Meeting (Pre-ASM) Guide

NAII 1000.2, Acquisition Strategy Meeting (ASM) Guide

NAII 1050-1, Space Act Agreements Guide

NAII 1050-3, NASA Partnerships Guide

NAII 2190.1, NASA Export Control Program Operations Manual

NASA-STD-8719.25, Range Flight Safety Requirements

NPD 1000.3, The NASA Organization

NPD 1000.5, Policy for NASA Acquisition

NPD 1001.0, NASA's Strategic Plan

NPD 1050.7, Authority to Enter into Partnership 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 STEM Engagement 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, Equipment Inventory Management Program

NPD 9010.2, The Continuous Monitoring Program of Financial Controls

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

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

NPR 8715.1 NASA Safety and Health Programs

NPR 8715.5, Range Flight Safety Program

NPR 8800.15, Real Estate Management Program

NPR 9010.1, Financial Management Requirements Overview

NPR 9090.1, Partnership Agreements – Financial Requirements and Administration

NPR 9470.1, Budget Execution

C. Appendices

1. General Guidelines for Pricing Reimbursable Agreements

This appendix serves as a static reference in alignment to the date which this NAI 1050-3, NASA Partnerships Guide is published. The most up-to-date version of this appendix is maintained on the Partnerships Community of Practice SharePoint site, [Partnerships Guidance Documents page](#), under Reimbursable Agreement Guidance, titled “[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.

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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.



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 RSAAs 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.

2. Partnerships Benefitting Foreign Commercial Entities Policy & Framework

This appendix serves as a static reference in alignment to the date which the NAI 1050-3, NASA Partnerships Guide is published. The most up-to-date version of this appendix is maintained on the Partnerships Community of Practice SharePoint site, [Partnerships Guidance Documents page](#), under Agreements with Foreign Entities.

1. [Decision Memo – Policy Framework Regarding PBFCE](#)
2. [Policy and Operational Framework for PBFCE](#)
3. [Current PBFCE Question Set Utilized in Partnership Agreement Maker \(PAM\)](#)

Policy and Operational Framework for Proposed Partnerships Benefitting Foreign Commercial Entities

Policy Summary

Proposed partnerships²⁷ that could result in a competitive advantage to foreign commercial entities² 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,²⁸ 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 nonreimbursable partnerships benefitting foreign entities and addresses additional procedural matters regarding vetting procedures for such proposed partnerships.

²⁷ For purposes of this framework, “partnerships” include Space Act Agreements (SAAs), Commercial Space Launch Act (CSLA) Agreement, 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.

²⁸ “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.

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.

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 agreements with foreign entities 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 nonreimbursable) 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 nonreimbursable 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 their 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 Acquisition Strategy Council (ASC) 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 ASC 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 ASC charter.

Collecting and Processing Required Information

The existing partnership abstract review process managed by the NASA Partnership Office within HQ Mission Support Directorate 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 nonreimbursable) 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 agreements with foreign entities that are relevant to the proposed agreement?

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