



Langley Research Center
Directives Management
Transmittal Sheet

January 19, 2010

Material Transmitted

Document for Review

LAPD 1050.2, Space Act Agreements and Interagency Agreements

Summary

The organization has completed its review of the CID version of this document and determined it is suitable for review to transition to an LAPD.

The document has been substantially revised. Please review as if a new LPR.



Responsible Office: Strategic Relationships Office

SUBJECT: Space Act Agreements and Interagency Agreements

1. POLICY

a. Overview

(1) This policy applies to Space Act Agreements (SAA) and Interagency Agreements (IA) with external customers entered into under the authority of the National Aeronautics and Space Act of 1958. NASA enters into agreements with non-Federal Government entities when it has unique goods and services, excess to mission needs that it can make available to others in a manner that does not interfere with NASA mission requirements. NASA does not compete with the domestic private sector in the provision of goods and services; therefore, those requesting the work bear the burden of establishing that they cannot reasonably obtain equivalent goods or services from the domestic private sector. NASA enters into agreements with other Federal Government entities when it is in the mutual interests of NASA and the other Federal Government entity.

(2) Attachment A provides an overview of the types of agreements authorized by the Space Act that are covered by this policy.

(3) Attachment B identifies the portion of LaRC costs to be paid by an External Customer/Partner based on the type of activity being performed and whether the Customer/Partner is government or commercial entity.

(4) External Agreement Process procedures are documented in LF 455, "Checklist for Processing an External Agreement."

b. Definitions

(1) **External customer** – any non-NASA party involved in an agreement

(2) **Space Act Agreement** – an agreement with a non-governmental entity (other than a contract, grant, or cooperative agreement as defined by Title 31 USC Chapter 63, "Using Procurement Contracts and Grant and Cooperative Agreements") entered into under the authority of the Space Act.

- (3) **Interagency Agreement** – an agreement with a Federal government entity or a State or local government (other than a contract, grant, or cooperative agreement as defined by Title 31 USC Chapter 63) entered into under the authority of the Space Act.
- (4) **Funding Document** – a formal document from a Federal entity that gives authorization to another Federal entity to access the payer’s account and obtain funding (e.g. Military Interdepartmental Purchase Request, MIPR).
- (5) **Non-Reimbursable financial arrangement** – an agreement under which NASA waives all cost to an external customer for work performed by NASA.
- (6) **Funded financial arrangement** – an agreement under which NASA provides either full or partial appropriated funding to a commercial external customer (Funded SAA) or to another Federal Agency (Funded IA) to perform work for NASA.
- (7) **Collaborative activity** – an activity performed under an agreement with another party that yields research or information that mutually benefits NASA and the other party.
- (8) **Non-Collaborative (Service-only) activity** – an activity performed under an agreement with another party that yields no specific research or information beneficial to NASA.
- (9) **Installment payment option** – a method of payment that allows payments to be made by a customer to NASA based on a payment schedule defined in the agreement.
- (10) **Pass-through option** – a method to facilitate the provision of goods or services to another Federal Government entity under an active LaRC-administered contract using the procedures of the Federal Acquisition Regulation (FAR) Part 17.5, “Interagency Acquisitions Under the Economy Act,” and NASA FAR Supplement 1817.5, “Interagency Acquisitions Under the Economy Act.” The work being performed using this option does not provide any benefit to NASA missions, and can only be used under an IA with a Federal Government entity.
- (11) **Annex** - a sub-agreement to an overarching SAA or IA that only defines work to be accomplished within the scope of the SAA or IA. If reimbursement of expenses is permitted by the SAA or IA, the Annex will specify the extent to which reimbursement is required. Typically an Annex details work to be accomplished, schedules and milestones, key personnel, and security considerations. Each Annex is an adjunct to its overarching SAA or IA and incorporates into that Annex the terms of that SAA or IA. Annexes are very similar to orders under a government schedule contract or other government-wide acquisition contracts.

c. General

(1) **Agreements.** All agreements shall be written, signed on behalf of NASA by the Center Director or designee, and comply with the requirements contained in this policy, NPD 1050.1, "Authority To Enter Into Space Act Agreements," Financial Management Regulation (FMR) 9090, "Reimbursable and Other Customer Agreements," and related interim policies, and applicable Federal law. LaRC agreements entered into in violation of these principles and authorities are void.

(2) **Funding Document May Function as Interagency Agreement.** For projects where funds transferred to NASA will not exceed \$5 million, a funding document, such as a MIPR, may serve as the Interagency Agreement or as the annex to an umbrella interagency agreement, if the funding document provides the following information:

- (a) Project start and end dates
- (b) Deliverables schedule(s)
- (c) Purpose for funding of project
- (d) Permissible use of delivered data
- (e) Invention ownership
- (f) Provisions for modification and/or termination of a project
- (g) Provisions for how disagreements will be resolved
- (h) Agency liability for resulting damages
- (i) Any other "terms and conditions"
- (j) Signature of representative of both parties with authority to enter into the agreement, bind the agencies, and resolve any/all of the above.
For LaRC, this authority has been delegated as set out in paragraph 6 of this LAPD.

(3) **Estimated Price Reports.** The NASA FMR 9090 requires that Estimated Price Reports (EPR) be generated for agreements with external customers/partners to document NASA's estimated cost to provide goods or services based on the responsibilities outlined in those agreements. Agreements where NASA does not provide goods or services do not require an EPR, even if NASA provides funding to an external customer.

(4) **Cost Waivers:** LaRC cost waivers are negotiated between the LaRC sponsoring Product Unit and the customer. Cost waivers shall be documented in an EPR that must be approved by the sponsoring Project Manager and the Office of the Chief Financial Officer (OCFO). Cost waivers for Corporate General & Administrative (G&A) charges and Contract Administration and Audit Services (CAAS) charges must be coordinated with the LaRC Chief Financial Officer (CFO) and approved by the Agency CFO. The LaRC sponsoring Product Unit is financially responsible for all LaRC costs waived for their customers. Negotiation guidelines are summarized in Attachment B.

d. Payments

(1) Payments from industry customers/partners, or payment authorization from government partners, shall be received at LaRC prior to starting any work outlined in an SAA or IA. Work can continue as long as customer funds are available, but shall stop immediately when customer funds have been depleted.

(2) Installment Payment Option

Payment Schedule: When installment payments are agreed upon, the installment payment schedule shall be specified in the agreement. Installment payments shall be at least 25 percent of the agreement value per fiscal year, but may be no less than \$25,000 per installment.

(3) Refunds and Termination. Refunds to a customer will be handled on a case-by-case basis.

(i) If a customer terminates the agreement, the customer will not normally receive a refund unless a replacement customer is found for the terminated activity. However, under certain circumstances, a refund, less incurred costs, may be authorized by the NASA signatory to the agreement.

(ii) If NASA terminates the agreement for reasons beyond the control of the customer, the customer will receive a refund less any funds actually expended by NASA.

2. APPLICABILITY

This LAPD is applicable to Langley Research Center.

3. AUTHORITY

a. National Aeronautics and Space Act of 1958, as Amended, Title 42, United States Code, section 2451, et seq. (the "Space Act")

4. APPLICABLE DOCUMENTS

a. 14 CFR Part 1210, "Development Work for Industry in NASA Wind Tunnels."

b. FAR 17.5, "Interagency Acquisitions Under the Economy Act."

c. NASA FAR 1817.5, "Interagency Acquisitions Under the Economy Act."

d. NPD 1050.1, "Authority to Enter Into Space Act Agreements."

e. FMR 9090, "Reimbursable and Other Customer Agreements"

- f. FMR 9100, "Agency-wide Coding Structure."
- g. LPR 3334.1, "Intergovernmental Personnel Act (IPA) Agreements."
- h. LMS-CP-2731, "Outgoing Property Loans"
- i. LMS-CP-2737, "Incoming Property Loans."
- j. NASA Form 506A, "Resources Authority Warrant."
- k. LF 5, "Bill for Collection"
- l. LF 240, "Request for Estimated Price Report"
- m. LF 419, "Estimated Price Report (EPR)"
- n. LF 455, "Checklist for Processing an External Agreement"

5. RESPONSIBILITY

- a. The Center Director or delegate is responsible for negotiating, amending, executing, and terminating agreements.
- b. As the responsible office for this policy, the Strategic Relationships Office will conduct regular meetings to review the process and to resolve issues associated with this process. Representatives from the Office of Chief Counsel (OCC), the OCFO, and the appropriate Product Units and Core Resource Units will attend this meeting. These representatives will be empowered by their respective Director or Office Chief to make decisions that resolve issues about agreements under development.

6. DELEGATION OF AUTHORITY

a. The Center Director delegates to the Deputy Director the authority to negotiate, execute, amend, and terminate any type of SAA or IA that is within Center Director's authority. In the absence of the Center Director or Deputy Director the individual serving in those capabilities as Acting Center Director or Acting Deputy Director is delegated responsibility for any type of SAA or IA that is within the Center Director's authority.

b. The Center Director delegates to each Product Unit Director the authority to negotiate, execute, amend, and terminate:

- (1) Reimbursable SAAs;
- (2) Reimbursable IAs;
- (3) Non-reimbursable SAAs;
- (4) Non-reimbursable IAs; and

Within each agreement, a Product Unit Director may re-delegate to a subordinate within their organization the authority to amend or terminate that agreement (annex).

c. The Center Director delegates to the Head of Logistics Management Team, Center Operations Directorate, the authority to negotiate, execute, amend, and terminate **property loan agreements** lending NASA equipment or non-real property or borrowing non-NASA equipment or non-real property, subject to compliance with LMS-CP-2731, "Outgoing Property Loans," or LMS-CP-2737, "Incoming Property Loans."

d. The Center Director delegates to the Patent Counsel the authority to negotiate, execute, amend, and terminate material testing product agreements which require that NASA lend **materials for evaluation** by the other party. This delegation is subject to the Center establishing a procedure for processing such agreements that has been concurred on by the OCC.

e. The Center Director delegates to the Director of the Strategic Relationships Office the authority to negotiate, execute, amend, and terminate **reimbursable or non-reimbursable education agreements**. This delegation is subject to the Center establishing a procedure for processing such agreements that has been concurred on by the OCC.

f. The Center Director reserves authority to execute **real property agreements**. This authority is only delegated as described in paragraph 6a. of this LAPD.

g. The Center Director delegates to the Deputy Director and the Chief of Staff the authority to negotiate, execute, amend, and terminate **non-disclosure agreements** in those rare instances when the other party is unwilling to accept a Trade Secrets

Acknowledgement Form or other assurances of confidentiality, subject to coordinating such agreements with the OCC prior to signing them.

h. The Center Director delegates to the Director of each Core Resource Unit Directorate and the Director of each Product Unit Directorate, and the Director of the Chief Technologist's Office the authority to sign **letters of commitment**. Such letters bind the Center to provide the specified resources under a formal agreement to be entered into if the proposal which the commitment letter supports is chosen for funding. This delegation is subject to the Center establishing a procedure for processing such agreements that has been concurred on by the OCC.

i. In the absence of any individual delegated authority above, the person serving in the Acting capacity may exercise the delegated authorities. **Re-delegation of signature** authority except as specified in this LAPD is prohibited.

j. It is the responsibility of each individual entering into an agreement under the authorities delegated to ensure that the document being signed has been processed in accordance with applicable procedures and is legally appropriate.

7. MEASUREMENT

None

8. CANCELLATION

a. LAPD 9090.1, "Reimbursable Agreements (excluding 'Travel Only')," dated August 5, 1999.

b. LAPD 1050.1, "Re-delegation of Authority to Take Action Related to Space Act Agreements," dated May 28, 2004.

c. LMS-CP-1719, "Development and Approval of Space Act Agreements (SAA) to Support Interagency and Non-Commercialization Partnerships."

d. LMS-CP-5615, "Development, Modification, Renewal, and Approval of Real Estate Space Act Agreements."

Associate Director

Attachments A and B

ATTACHMENT A. Overview of Agreements Authorized by the Space Act

Agreements Authorized by the Space Act				
		Space Act Agreement Commercial External Customer	Interagency Agreement Federal Government External Customer	Interagency Agreement State and Local Government External Customer
Types of Financial Arrangements	Reimbursable • External customer provides either full or partial funding for LaRC to provide goods or services	Collaborative: Installment payment option Non-Collaborative (Service-only provided by NASA): Installment payment option	Collaborative: Installment payment option Non-Collaborative (Service-only provided by NASA): Installment payment option Pass-through option	Collaborative: Installment payment option Non-Collaborative (Service-only provided by NASA): Installment payment option Pass-through option
	Non-reimbursable • NASA incurs no cost or waives all cost to an external customer for goods or services provided by LaRC	Collaborative	Collaborative	Collaborative
	LaRC Funded • LaRC provides either full or partial funding for a commercial external customer or another Federal entity to provide goods or services	Not allowed under this policy. See NPD 1050.1, Section 1.c and NAI 1050-1, Section 1.6 and Chapter 5	Collaborative	Non-Collaborative (Service-only provided by other Agency)

ATTACHMENT B. Portion of LaRC costs to be paid by the External Customers (by EPR Cost Element)

Customer	Type of Activity	Total CS Salaries & Fringe Benefits	Total CS Travel	Total Procurements	Total Service Pool Costs	Center G&A	Center G&A Processing Fee**	Corp. G&A	CAAS ⁺
Government ¹	Collaborative Activity	Negotiable*	Negotiable*	Negotiable*	Negotiable*	Negotiable*	Not applicable	Not Applicable	Negotiable* HQ approval required
Commercial ²	Collaborative Activity	Negotiable*	Negotiable*	Negotiable*	Negotiable*	Negotiable*	Not applicable	Negotiable* HQ approval required	Negotiable* HQ approval required
Government ¹	Non-Collaborative Activity ³ (Service-Only)	100%	100%	100%	100%	100%	Not applicable	Not Applicable	100%
Commercial ²	Non-Collaborative Activity ³ (Service-Only)	100%	100%	100%	100%	100%	Not applicable	100%	100%
Government ¹	Non-Collaborative Activity with (Pass-Through Option)	Not applicable	Not applicable	100%	100%	Not applicable	Negotiable*	Not Applicable	Negotiable*

¹ Requires IA

² Requires SAA

³ Special considerations may be made for service-only activities when mission benefit is evident. Such examples may include usage of unsubscribed service opportunity.

* Negotiable up to 100 percent of cost.

** Contact OCFO for current processing fee amount

+ Agreement values of one million dollars or more are subject to NASA Contract Administration and Audit Services charges