



**Langley Research Center**

LPR 3334.1

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**INTERGOVERNMENTAL  
PERSONNEL ACT (IPA)  
AGREEMENTS**

**National Aeronautics and Space Administration**

**Responsible Office: Office of Human Capital Management**

**PREFACE**

P.1. Purpose

This Langley Procedural Requirement (LPR) sets forth the general provisions, responsibilities, and the processing details required for Intergovernmental Personnel Act (IPA) assignments.

P.2. Applicability

This policy is applicable to all federal and nonfederal employees at Langley Research Center.

P.3. Authority

- a. IPA Act of 1970, PL 91-648
- b. 5 CFR Part 334, Temporary Assignments Under the Intergovernmental Personnel Act
- c. NASA Flexibility Act of 2004, PL 108-201
- d. NASA Desk Guide on the IPA, Version 3, December 2008
- e. NPD 3000.1, Management of Human Resources
- f. NPR 3300.1, Appointment of Personnel to/from NASA
- g. PB-2010-03-CC-Details of NASA Employees to External Organizations

P.4. Applicable Documents

- a. OF 69, Assignment Agreement
- b. WTTS Worksheet
- c. Cost Data Sheet
- d. NF 1722, Position Risk Designation
- e. Purchase Request
- f. LF 240, Estimated Price Report
- g. Cost Sharing agreement

P.5. Measurement/Verification

Program compliance will be measured and verified through Center and HQ audits.

July 26, 2010

LPR 3334.1

P.6. Cancellation

LPR 3334.1 dated 1/28/2005.

*Original signed on file*

Cynthia C. Lee  
Associate Director

DIBTRIBUTION:

Approved for public release via the Langley Management System; distribution is unlimited.

TABLE OF CONTENTS

Chapter

1 General Provisions..... 5  
2 Statement or Assignment of Responsibility.....5  
3 Procedures.....6

Attachments

A. Sample Addendum.....12  
B. Sample Cover Memo.....15

## 1. General Provisions

- a. An Intergovernmental Personnel Act (IPA) Agreement permits the temporary assignment of personnel between Federal agencies, state, local, and Indian tribal governments, colleges and universities, and certain other organizations. Assignments are to be mutually beneficial to the organizations involved and are generally authorized for up to 1 year. These assignments may be extended in 1-year increments for up to 6 years. General provisions, to include definitions, purpose, time period, funding, scope and coverage are included in the NASA IPA Desk Guide at [http://nasapeople.nasa.gov/references/SREF-3000-0038\\_IPA\\_DG\\_V3-Final.pdf](http://nasapeople.nasa.gov/references/SREF-3000-0038_IPA_DG_V3-Final.pdf). While the desk guide outlines the basic rules and procedures for establishing IPA agreements, many of the details on how to implement the procedures must be further clarified in Center guidelines. This document provides such guidelines.
- b. The Training, Development, and Employee Relations Branch (TD&ERB), Office of Human Capital Management (OHCM), shall be consulted prior to initiating an IPA.

## 2. Statement or Assignment of Responsibility

### 2.1. Principal Organization

2.1.1 Prepare Optional Form (OF) 69, "Assignment Agreement", Addendum (sample attached), Cost Data Sheet (Appendix G of NASA Desk Guide on the IPA), and purchase request (if required to obligate funds for payment to the IPA institution). Principal organization shall contact OHCM IPA Coordinator prior to staffing these documents to informally coordinate the IPA arrangements with the institution, OCFO, OCC, and SRO (if requesting SRO funding). Principal organization is responsible for the negotiations with the institution and the IPA candidate. The OUM of the principal organization will submit a brief memo to the OHCM Director requesting the IPA (sample attached), and attach all documents referenced above, as applicable. If the institution is not being required to share in the cost (at least 10%), the principal organization shall include a justification.

2.1.2 If additional funds are to be added to the IPA, or the IPA is to be extended, or the duties changed, the IPA agreement shall be modified to reflect changes and signed by all required parties. Principal organization is responsible for assuring the IPA Coordinator is informed of such changes.

2.1.3 Process outgoing IPA employee (a NASA LaRC employee serving on an IPA assignment to a non-Federal entity) as a detail by submitting an SF52, Request for Personnel Action, in the Federal Personnel/Payroll System (FPPA). Complete a Workforce Transformation Tracking System (WTTS) worksheet and Position Risk Designation Form (NF 1722) for incoming IPA employee (an IPA assignee from a non-Federal entity on detail to NASA LaRC) and send to IPA Coordinator. This information will provide OHCM and Security

with the data needed to populate various tracking systems. If the position requires a level of sensitivity, a background investigation will be required of the IPA candidate.

2.2. Associate Director Approves the assignment and directs OHCM to execute the agreement on behalf of the Center.

2.3. IPA Coordinator shall:

2.3.1 Examine agreements to assure acceptability of its benefits, cost, and purpose. Forward to OCC, OCFO, SRO, OHCM, Associate Director for pre-approval; then mail to the institution for signature/approval; then to OCHM Director for signature/approval. Then assign a document number and distribute copies to NASA HQ Mail Suite 4079 and all parties referenced above. Retain original IPA documents. Submit the Position Risk Designation Form to Security and WTTS information to OHCM/HRMB.

2.3.2 When the IPA assignment terminates, certify through principal organization, that services have been performed in accordance with terms of IPA agreement. Effect modifications to the IPA agreement to reflect increases/decreases in cost, duties, period of performance, etc. Access appropriate system (Personal Identification Verification) to terminate IPA employee when period of performance ends. 2.4 The Office of Chief Counsel (OCC) shall review agreements for compliance with legal authorities. OCC will provide pre-assignment guidance to personnel on ethics and other matters as required or requested, shall conduct initial and annual ethics training, and ensure compliance with financial disclosure requirements.

2.5 The Office of Chief Financial Officer (OCFO) shall review agreements for financial propriety. Obligate funds based on signed IPA agreements and/or bill IPA institution in accordance with agreements. Retain copy of IPA agreements until certified for payment by the NASA Shared Services Center (NSSC). NSSC makes payments, when invoices are received.

2.6. The OHCM Director shall sign IPA agreements.

2.7 IPA Institution shall sign agreements. Retain copy provided by IPA Coordinator. Submit invoices and/or payments in accordance with terms of the IPA agreement.

### **3. Procedures**

3.1. Assignments to NASA Langley Research Center (Incoming IPA)

An IPA assignee to LaRC is usually considered to be on a Detail to NASA. IPA assignees may be assigned supervisory or non-supervisory responsibilities.

### 3.1.1 Nature of Detail

The assignee continues to be an employee of the organization from which he/she is detailed. He/she is not an employee of LaRC and does not count against the Center's full time equivalent ceiling. The detail is typically to an unclassified set of duties.

### 3.1.2 Processing the Detail

The IPA agreement serves to document the action. No personnel action request is processed.

### 3.1.3 Pay

The assignee continues to be paid by the non-Federal entity. If LaRC is funding a percentage or all of the salary, the payment goes directly to the entity – no money may be exchanged between LaRC and the assignee. Sometimes in addition to salary, the assignee earns consulting fees and other income that he/she will have to give up in order to accept the IPA assignment. LaRC may reimburse for these consulting fees and other income if it is negotiated and agreed upon in the agreement.

### 3.1.4 Awards

NASA may grant non-monetary awards to assignees on detail, but monetary awards may not be granted in connection with their assignment to NASA. Centers may work with the non-Federal entity if an award is appropriate. The non-Federal entity could grant the award under its procedures, and the Center could reimburse the cost. NASA may not grant time off awards to IPA assignees.

### 3.1.5 Work Weeks, Leave, and Overtime

Generally assignees on detail work the same work weeks and schedules as the LaRC organization to which they are assigned. They are excused for Federal holidays, and they shall also be excused for any state holiday, which the non-Federal entity observes. The IPA assignees earn leave in accordance with the non-Federal entity's leave system.

### 3.1.6 Benefits

Assignees on detail continue to earn benefits under the programs of the non-Federal entity. NASA may reimburse the entity for the employer's share of contributions to various programs, such as insurance and retirement.

### 3.1.7 Conduct and Performance Actions

If a conduct or performance problem emerges, LaRC has the option of terminating the IPA agreement and returning the individual to the non-Federal entity.

## 3.2. Assignments from NASA Langley Research Center (Outgoing IPA)

3.2.1 An employee serving on an IPA assignment to a non-Federal entity is considered to be on a detail to the non-Federal entity. To participate in the IPA program, employees shall be in one of the following categories:

- a. Career or career-conditional appointment;
- b. Excepted service appointments in tenure groups I or II without time limitation; or
- c. Career SES appointment

### 3.2.2 Nature of Detail

An employee on detail to a non-Federal entity continues to occupy his/her LaRC position. He/she counts against LaRC's full-time equivalent ceiling.

### 3.2.3 Processing the Detail

The IPA agreement serves to document the action. No personnel action request is initiated in the Federal Personnel and Payroll System.

### 3.2.4 Pay

An employee on detail continues to receive the pay for his/her position from LaRC, which can be reimbursed by the non-Federal entity. If the non-Federal entity does agree to reimburse LaRC for a percentage (or all) of the costs, then the employee shall coordinate with OCFO to establish a reimbursable account. The employee shall request an Estimated Price Report (LF 240, Web-based form) from SRO.

### 3.2.5 Performance Ratings

Employees on detail continue to be rated under the NASA performance appraisal system. The non-Federal supervisor provides information concerning the employee's performance, and the NASA supervisor issues the actual rating.



### 3.2.6 Within Grade Increase (WIG) and Quality Step Increase (QSI)

NASA employees are entitled to receive within grade increases if their performance is at an acceptable level. A within grade increase may be granted even if an actual performance rating cannot be done because the non-Federal entity did not prepare elements and standards. A QSI may be granted if supported by the required documentation such as an official performance rating issued by a NASA supervisor.

### 3.2.7 Awards

NASA can give employees monetary or non-monetary incentive awards related to their mobility assignments. The justification for the award shall demonstrate how the work on the assignment relates to NASA's mission. The non-Federal entity may give an employee an award with NASA's concurrence. This award shall be documented in the employee's official personnel folder.

### 3.2.8 Promotions

NASA employees on detail are eligible for a promotion while on their IPA assignment.

### 3.2.9 Work Weeks, Leave and Overtime

Employees on detail may earn and use all forms of leave just as they would normally do. If the non-Federal entity's work week is less than NASA's work week, the employee shall still be shown as working 40 hours. Employees are entitled to all Federal holidays. If they are not excused from work on a Federal holiday, then they are entitled to holiday premium pay. Employees may be excused from work on non-Federal holidays celebrated by the non-Federal entity. This shall be shown as excused absence. If they are not excused from work, they are not entitled to premium pay.

### 3.2.10 Benefits

There is no change in benefits for an employee who is on detail. His/her contributions for retirement, TSP, and health and life insurance continue to be deducted from the salary, and NASA continues to pay its share.

### 3.2.11 Conduct and Performance Actions

If an employee commits serious misconduct while on an IPA assignment, LaRC can take disciplinary action up to and including removal. If a performance problem emerges, the simplest course of action would be to terminate the IPA agreement and set up performance standards for the employee back at LaRC.

### 3.2.12 Standards of Conduct

NASA employees on an IPA assignment are subject to the Hatch Act and all other Federal and NASA Standards of Conduct regulations.

### 3.2.13 Return to NASA

- a. Obligated Service: NASA employees going on IPA assignments shall agree to remain in the Federal government for a period of time equal to the length of the IPA assignment. If they do not, they shall reimburse NASA for the cost of the assignment excluding the cost of salary and benefits. Centers may waive the repayment requirement if the employee's failure to complete the service is beyond his/her control or the waiver is justified in the judgment of the approving official.
- b. Position to Which Returned: Normally an employee is returned to his/her regular position. However, there is nothing, which prevents NASA from placing the employee in another position by reassignment.
- c. Reduction in Force: When an employee returns from an IPA assignment, he/she is not protected from any RIF which might be in effect. While the employee is on the IPA assignment, NASA has the option of using an exception to the normal retention order to permit the employee to complete the IPA assignment.

### 3.3 Assignments to US Government Agencies/Departments in the Washington, DC area:

3.3.1 All details, including Intergovernmental Personnel Act (IPA) assignments, of NASA employees to external organizations in the Washington, DC area now require the Administrator's advance approval. Centers will be required to regularly report on details of NASA employees to external organizations outside of the Washington, DC area for review by the Administrator's Office.

3.3.2 Direct approval by the Administrator is required for assignment to area.

3.3.3 External organizations include, but are not limited to: White House (including the Executive Office of the President, Office of Science and Technology Policy), Congressional committees/staffs, and other Federal agencies in the DC area.

#### 3.3.3.1 Process:

Generally assignment opportunities originate on an individual basis. On the occasions when external organizations request detailees from NASA, the Administrator/Deputy Administrator will be asked for input on possible nominees, and that information will be forwarded to the appropriate Centers.

- a. Requests for approval shall be forwarded through the Center Directors to NASA HQ Assistant Administrator for Human Capital Management.
- b. Requests shall be made at least 30 calendar days in advance of the proposed start date to allow time for Administrator's Office review.
- c. Contents of the request package will include the following:
  - 1) Employee's name.
  - 2) Center/Organization.
  - 3) Position title, series, grade, and length of time in current position.
  - 4) Supervisor's name and title.
  - 5) External organization's name, location, and point of contact.
  - 6) Proposed position title (if applicable).
  - 7) Expected length of detail. Note, the normal length of a detail shall not exceed two years. Approval to extend beyond this timeframe shall be justified by the requesting agency and shall be in the best interest of NASA as well as the gaining agency.
  - 8) Brief description of the duties and purpose of the detail, including how it will benefit NASA.
  - 9) Brief summary of employee's work history (include number of years with NASA).
  - 10) Center Director's recommendation.
- d. Langley IPA Coordinator will review package for completeness, and forward to the NASA HQ OHCM who will review and forward to the Administrator for approval.

*Note: this review process will likely include a conversation with the Administrator.*

**APPENDIX A: Sample Addendum (with incremental funding, as appropriate)**

Addendum  
To the Intergovernmental Personnel Act Agreement Between  
NASA Langley Research Center  
and  
\_\_\_\_\_ University  
concerning Dr. Langley Researcher

This addendum clarifies certain aspects of the Intergovernmental Personnel Act (IPA) agreement between NASA Langley Research Center and \_\_\_\_\_ University concerning the IPA assignment for Dr. Researcher. This addendum is part of the accompanying Office of Personnel Management IPA Assignment Agreement Form (OF 69).

**Salary**

Dr. Researcher's current annual salary as reflected in Block 14 of the OF 69 covers a 12-month academic year at \$XXXXXX. The rate of basic pay for this IPA reflected in Block 23 of the OF 69 is annualized over the first year of this IPA and adjusted for cost of living.

**Fiscal Obligations**

Successful development of this mission is critical to the \_\_\_\_\_ Directorate and NASA Langley Research Center. Given the direct impact that this assignment has on that success:

NASA will provide \$XXXXXXX as salary for the one-year effort.

NASA will provide \$XXXXXXX total fringe benefits computed at 25% through May 31, 2009.

The salary and fringe benefits shall be incrementally funded.

The first incremental funding period shall be June 1, 2008 through December 31, 2008 at \$XXXXXXX (\$XXXXXXX salary + \$XXXXXXX fringe = \$XXXXXXX @ \$XXXXXXX per month x 7 months = \$XXXXXXX. The total cost of the first incremental funding shall be \$XXXXXXX.

The second period shall be January 1, 2009 through May 31, 2009 (5 months of the above calculation). The total cost of the second incremental funding shall be \$XXXXXXX.

Under NASA Invitational Travel Orders, a per diem allowance will be paid during the entire IPA 12-month assignment. This rate shall be 75% of local per diem the first and last days and 55% per day during the remaining days of assignment. The estimated travel amount shall be \$XXXXXXX.

NASA will cover task travel costs while on assignment through government-issued travel orders.

Points of contact for financial matters, such as billing and payment are as follows:

Name of OCFO POC	Name of Institution Financial POC
Address	Address
Phone	Phone
Fax	Fax
Email	Email

### Incremental Funding

The April 2, 2008 NASA Langley Research Center purchase request indicates that the IPA agreement has been incrementally funded with the 7 month total amount available upon commencement of the IPA, and an additional purchase request will be initiated after October 1, 2008 for the additional 5 months.

### Financial Disclosure Filing

Ethics Training and Disclosure: As an IPA, Dr. Researcher will be subject to the Ethics in Government Act, will receive written Ethics materials upon assuming IPA duties, will file a confidential financial disclosure form (OGE Form 450) with the NASA Langley Office of Chief Counsel within thirty days of his assuming IPA duties, and will complete annual ethics training.

### Intellectual Property and Data Rights and Publication

The IPA assignee shall be subject to 37 CFR Part 501, Uniform Patent Policy for Rights in Inventions made by Government Employees, during the period of assignment. NASA retains an exclusive, royalty-free license to use, reproduce, and have reproduced on behalf of NASA any copyrighted work product created by the IPA assignee (both incoming and outgoing) during the assignment.

### Termination

For performance, conduct, budgetary, or other stated reasons, either NASA or NCSU terminate this agreement by notice to the other party. Reimbursement under this IPA agreement will be calculated pro-rata on the date such notice is received.

Signed:

\_\_\_\_\_  
Institution POC  
Title

\_\_\_\_\_  
Langley OHCM Director  
NASA Langley Research Center

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX B, SAMPLE INCOMING MEMO**

TO: 120/Head, Office of Human Capital Management

FROM: xxx/Director, Office of xxx

SUBJECT: Request for Approval of Intergovernmental Personnel Act Agreement, *Employee Name, IPA Site Name*

The enclosed IPA for *John Doe*, of the \_\_\_\_\_ (*institution*), for the period \_\_\_\_\_, is forwarded for your approval. *Mr. Doe* shall develop \_\_\_\_\_ (short duty statement). NASA shall fund the salary and relevant travel at a cost of \$\$\_\_\_\_\_, (and/or/if applicable \_\_\_\_\_ shall be paid to the institution). A copy of the purchase request is attached (*or there is no commitment of funds*), along with the IPA, addendum and cost data sheet with justification.

/signed/

Director of Organizational Unit

Enclosure:  
IPA Agreement  
PR  
Addendum  
Cost Data Sheet

Concur: \_\_\_\_\_  
Kenneth Goetzke, Office of Chief Counsel

Concur: \_\_\_\_\_  
Lisa L. Ziehmman, Deputy CFO/FM

cc:  
141/OCC  
136/OCFO  
309/P.Campbell

Concur: \_\_\_\_\_  
David A. Ledoux, Director, OHCM

Approved: \_\_\_\_\_  
Cynthia C. Lee  
Associate Director