



**Responsible Office: Strategic Relationships Office (SRO)**

**SUBJECT: Authority to Enter into Space Act Agreements**

**1. POLICY**

**a. Overview**

(1) NPD 1050.1 provides authority and guidance for Reimbursable, Nonreimbursable, Funded and International Agreements as authorized by the National Aeronautics and Space Act (Space Act) as amended (51 U.S.C. 20101 et seq.).

(2) NPD 1050.1, paragraph 5.a authorizes Directors of NASA Centers to negotiate, execute, amend, and terminate Reimbursable (except International Agreements), Nonreimbursable (except International Agreements), and Funded Agreements, to select Agreements Managers (except International Agreements), to ensure that the Space Act Agreement Maker (SAAM) is used to initiate and review Agreements to the maximum extent practicable, and to ensure that SAAM is used to store all Agreements (except International Agreements). NPD 1050.1, paragraph 5.h also authorizes Center Directors to delegate their responsibilities as follows: for Nonreimbursable Agreements (except International Agreements) and Reimbursable Agreements (except International Agreements), the authority to execute, amend and terminate may be delegated to any NASA employee having management responsibility for projects or activities required to support the Agreement objectives. For Funded Agreements, the authority to execute, amend and terminate may be delegated one level below the authorized official. Such delegations must be in writing and indicate the extent of the delegation. Center Directors may also delegate responsibility for selecting Agreements Managers to any NASA employee.

(3) This Policy Directive contains the LaRC Center Director's delegation of authority for the execution, amendment and termination of Agreements, as defined by NPD 1050.1, by and on behalf of LaRC, the LaRC Center Director's delegation of responsibility for selecting the LaRC Agreements Manager and related guidance. This Directive applies to all LaRC Space Act Agreements developed based on the "other transaction" authority in the Space Act as described in NPD 1050.1, paragraph 1.

**b. Agreements**

NPD 1050.1, paragraph 5.f defines "Signing Official" as a NASA employee delegated the authority to execute Agreements for the Agency. The term will be used with the same meaning in this LAPD. NPD 1050.1 delegates signature authority to the LaRC Center Director and section 6 of this LAPD re-delegates that signature authority at LaRC. All LaRC Agreements shall be written, signed on behalf of NASA by the Signing Official and comply with the requirements contained in NPD 1050.1.

**(1) Reimbursable Agreements.**

(i) Signing Officials shall execute Reimbursable Agreements in accordance with NPD 1050.1, paragraph 1.a. Signing Officials shall ensure that supporting cost estimates have been prepared and have been reviewed by the Center Chief Financial Officer (CFO). Additionally, if NASA is to be reimbursed for less than the full cost of its activities performed under the Agreement, Signing Officials shall determine that the proposed contribution of the Agreement Partner is fair and reasonable compared to the NASA resources to be committed, NASA program risks and corresponding benefits to NASA, as well as market rates. Reimbursable Agreements shall comply with the requirements of NID 9090.1.

(ii) Required Documentation. Agreements shall be initiated and reviewed utilizing the Space Act Agreement Maker (SAAM) to the maximum extent practicable. For projects funded by other Federal Government Agencies where funds transferred to NASA will not exceed \$5 million, and where use of SAAM is not practicable, a funding document such as a Military Interdepartmental Purchase Request (MIPR), may serve as the Agreement if it includes, at a minimum, the provisions required by NPD 1050.1, paragraphs 1(e)(1-8).

**(2) Non-Reimbursable Agreements.**

Signing Officials shall execute Non-Reimbursable Agreements in accordance with NPD 1050.1, paragraph 1.b. Signing Officials shall review costs estimates of the value of the NASA resources to be committed and make a determination that the proposed contribution of the Agreement Partner is fair and reasonable compared to the NASA resources to be committed, NASA program risks and corresponding benefits to NASA, as well as market rates.

**(3) Funded Agreements.**

The LaRC Agreements Manager shall coordinate with the Office of Chief Counsel (OCC) to document that Headquarters Office of General Counsel review has been obtained and documented prior to execution of Funded Agreements as required by NPD 1050.1, paragraph 5.e.

#### (4) International Agreements.

NPD 1050.1, paragraph 5.c, places responsibilities for negotiating, executing, amending and terminating International Agreements with the Assistant Administrator (AA) for Office of International and Interagency Relations (OIIR). The LaRC Agreements Manager shall obtain an Executive Summary for proposed International Agreements prior to Center coordination with the AA for OIIR or designee as required by NPD 1050.1, paragraph 5.e.

#### (5) Interagency Acquisitions.

Acquisitions of goods and services from U.S. Federal Government entities are authorized by the NASA FAR Supplement (NFS) Part 1817.70 and implemented by use of a NASA Interagency Purchase request. The Office of Procurement is responsible for conducting Interagency Acquisitions in accordance with NFS procedures and requirements.

#### **c. Estimated Price Reports**

The Center CFO shall review all cost estimates prepared for Agreements as required by NPD 1050.1, paragraphs 1.a, 1.c and 5.b, and applicable CFO guidance.

#### **d. Waivers**

NPD 1050.1, paragraphs 1.f (1) and (2) provide waivers from the requirements to collect funds in advance of performing work and for requiring insurance for high-risk activities. The NPD provisions provide the documentation requirements for such waivers. The LaRC Agreements Manager is responsible for assuring that any waivers approved are stored in the Space Act Agreement Maker (SAAM) system as part of the documentation of the Agreement.

#### **e. Recovery of Less Than Full Cost on Reimbursable Agreements**

All waivers of cost shall be processed in accordance with the procedures of NID 9090.1. LaRC consent to perform reimbursable work for less than the full cost of such work for any Party shall be documented in an Estimated Price Report (EPR) that must be approved by the Agreement Signing Official and the Office of the Center Chief Financial Officer (CFO). Any reduction in Contract Administration and Audit Services (CAAS) charges must be coordinated with the LaRC CFO and approved by the Agency CFO. Cost Waivers for Center Management & Operations (CM&O) charges must be coordinated with the LaRC Sponsoring Product Unit (PU) and the OCFO and must be approved by the Center Director. Any costs (including CM&O) not recovered from the reimbursable customer are the financial responsibility of the NASA LaRC Sponsoring PU, unless specifically waived by the Center Director. The LaRC Agreements Manager is responsible for assuring that the EPR documenting the costs and what costs are being borne by the PU and those by the customer are stored in the SAAM system as

part of the documentation of the Agreement. Negotiation guidelines are summarized in Attachment A.

#### **f. Payments**

##### **(1) Installment Payment Option.**

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.

##### **(2) Starting and Continuing Work.**

Payments from industry customers/partners, or payment authorization (fund cite) from government partners, shall be received at LaRC prior to starting any work unless a written waiver has been approved pursuant to NPD 1050.1, paragraph 1.f(1) or LaRC has agreed to recover less than full cost pursuant to paragraph 1.e, above, in which case work can begin. Availability of any of these funds will be evidenced by the creation of a WBS reimbursable number against which work can be performed. Work can continue only as long as funds are available in the NASA LaRC accounting system from either the amounts approved under the two authorities cited or from funds received from the customer. Work shall stop immediately when the NASA LaRC accounting system shows no budget authority remaining.

## **2. APPLICABILITY**

This LAPD is applicable to Langley Research Center.

## **3. AUTHORITY**

- a. National Aeronautics and Space Act of 1958, as amended, 51 U.S.C. § 2451, *et seq.*
- b. NPD 1050.1, Authority to Enter into Space Act Agreements, December 23, 2008.

## **4. APPLICABLE DOCUMENTS**

- a. NID 9090.1, "Reimbursable Agreements."
- b. LPR 3334.1, "Intergovernmental Personnel Act (IPA) Agreements."
- c. LMS-CP-2731, "Outgoing Property Loans."
- d. LMS-CP-2737, "Incoming Property Loans."
- e. LF 5, "Bill for Collection."

- f. LF 240, "Request for Estimated Price Report."
- g. LF 419, "Estimated Price Report (EPR)."
- h. LF 455, "Checklist for Processing an External Agreement."

## **5. RESPONSIBILITY**

a. The Center Director or Signing Official authorized by this Policy Directive is responsible for executing, amending and terminating Agreements.

b. As the responsible office for this Policy Directive, the Strategic Relationships Office (SRO) will conduct regular meetings to review the policy and related processes and to resolve associated issues. Representatives from the OCC, the OCFO, and the appropriate PU 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.

### **c. LaRC Agreements Manager.**

(1) The Director of the SRO shall select and supervise the LaRC Agreements Manager.

(2) The LaRC Agreements Manager is responsible for performing or facilitating the performance of each of the Agreement Manager responsibilities listed in NPD 1050.1.

(3) The LaRC Agreements Manager coordinates with the appropriate PU in the creation of all Agreements.

(4) The LaRC Agreements Manager shall ensure SAAM is utilized to create all Agreements, when possible, and to store all Agreements (see paragraph 5.a, NPD 1050.1). The LaRC Agreements Manager shall ensure SAAM is utilized to store copies of documents that are required to be saved in SAAM by this LAPD (see paragraph 1.d and 1.e).

(5) The LaRC Agreements Manager shall coordinate with the appropriate PU and OCC to review proposed Agreements and comply with the preliminary abstract review process referenced in NPD 1050.1, paragraph 1.e. When the LaRC Agreements Manager and OCC determine that HQ Mission Support Directorate (MSD) review of an abstract is required, the LaRC Agreements Manager shall notify the sponsoring organization prior to forwarding the abstract for review.

(6) The LaRC Agreements Manager shall forward all Agreements with other U.S. Federal Agencies to the Assistant Administrator for OIIR for review as required by NPD 1050.1, paragraph 5.c. Interagency Acquisitions under section 1.b.(5) of this LAPD are not covered by this requirement.

(7) The LaRC Agreements Manager shall forward all preliminary abstracts involving International Partners to MSD, the Assistant Administrator for OIIR, and the sponsoring organization, as required by NPD 1050.1, paragraphs 5.c and 5.d.

(8) The LaRC Agreements Manager shall coordinate with the OCC to document that Headquarters Office of General Counsel review has been obtained and documented prior to execution of Funded Agreements as required by NPD 1050.1, paragraph 5.e.

## 6. DELEGATION OF AUTHORITY

a. The Center Director delegates to the Deputy Center Director the authority to execute, amend, and terminate any type of Agreement that is within the 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 Agreement that is within the Center Director's authority.

b. The Center Director delegates to the Director of the Aeronautics Research Directorate, Exploration and Space Operations Directorate, Science Directorate, and the SRO the authority to execute, amend, and terminate **Reimbursable and Non-Reimbursable Agreements that fall within their respective areas of management responsibility**. When a signatory authority will be absent, that signatory authority may appoint an individual to serve in an acting capacity during the signatory authority's absence, with the authority to execute, amend and terminate Agreements. Such appointment shall be in writing (e-mail acceptable) and provided to the individual and the LaRC Agreements Manager. If an Umbrella Agreement is utilized these Directors may re-delegate to a responsible NASA LaRC program or project manager the authority to execute, amend and terminate Agreement Annexes.

c. The Center Director delegates to the Supply and Equipment Management Officer, Center Operations Directorate, the authority to 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 execute, amend, and terminate material testing product agreements which require that NASA lend **materials for evaluation** by the other party.

e. The Center Director reserves authority to execute **real property agreements**.

f. The Center Director delegates to the Deputy Director, the Associate Director, the Director of the Aeronautics Research Directorate (ARD), Exploration and Space Operations Directorate (ESOD), Science Directorate (SD), and the SRO the authority to negotiate, execute, amend, and terminate non-disclosure agreements (NDA) in those rare instances when the other party is unwilling to accept a Trade Secrets Act

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

(1) In these rare instances when an NDA is required, it should follow the format prescribed by the HQ Office of General Counsel.

(2) Additionally, for situations in which Center employees will receive DATA subject to such NDAs, the employees shall sign an acknowledgment, which may be at the bottom of the NDA (below the Signing Official's signature), that they have received notification of the Agreement's obligations.

(3) It is NASA policy that there is never an official need for a civil servant employee to execute a personal NDA with a third party for the conduct of NASA business.

g. The Center Director delegates to the Deputy Director, the Director of the Aeronautics Research Directorate, Exploration and Space Operations Directorate, Science Directorate and the SRO 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. OCC shall review and concur on each letter of commitment prior to its execution.

h. 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.

i. 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/VERIFICATION**

None

## **8. CANCELLATION**

LAPD 1050.2, "Space Act Agreements and Interagency Agreements," dated April 22, 2010

*Original signed on file*

Lesa B. Roe  
Director

Attachment A

**DISTRIBUTION**

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

**ATTACHMENT A. 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	CM&O	CAAS <sup>+</sup>
Government	Collaborative Activity	Negotiable*	Negotiable*	Negotiable*	Negotiable*	Negotiable* Center Director approval required	Negotiable* HQ approval required
Commercial	Collaborative Activity	Negotiable*	Negotiable*	Negotiable*	Negotiable*	Negotiable* Center Director approval required	Negotiable* HQ approval required
Government	Non-Collaborative Activity <sup>1</sup> (Service-Only)	100%	100%	100%	100%	100%	100%
Commercial	Non-Collaborative Activity <sup>3</sup> (Service-Only)	100%	100%	100%	100%	100%	100%
Government	Non-Collaborative Activity with (Pass-Through Option)	Not applicable	Not applicable	100%	100%	Negotiable* Center Director approval required	Negotiable* HQ approval required

<sup>1 3</sup> 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.

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