

**Agreement for Temporary Assignment of NASA
Employee Under NASA's (NAME OF PROGRAM)**

**This Agreement Applies to
Assignments Outside the Federal Government**

I. Purpose

This agreement is entered into by the National Aeronautics and Space Administration ("NASA") and (*NAME OF CORPORATION OR ORGANIZATION*). The agreement establishes the terms and conditions for the temporary assignment of NASA employee (*NAME OF NASA EMPLOYEE*) to (*NAME OF CORPORATION OR ORGANIZATION*) for a period of (*LENGTH OF ASSIGNMENT*). Actual work experience will not exceed (*LENGTH OF ASSIGNMENT*). The authority for this agreement is 5 U.S.C. § 4101 et seq., the Government Employees Training Act of 1958, as amended and 42 U.S.C. § 2473 et seq., the National Aeronautics and Space Act of 1958, as amended.

(*NAME OF CORPORATION OR ORGANIZATION*) is located at (*ADDRESS*). National Aeronautics and Space Administration Headquarters is located at 300 E Street, S.W., Washington, DC, 20546.

II. Background

As part of NASA's (*NAME OF NASA DEVELOPMENT PROGRAM*), participants engage in outside temporary work assignments in order to broaden their knowledge and increase their leadership skills. A temporary assignment to (*NAME OF CORPORATION OR ORGANIZATION*) has been identified as a valuable developmental opportunity for (*NAME OF NASA EMPLOYEE*). This position will enable the participant to gain new perspectives in the field of (*IDENTIFY FIELD*) and, at the same time, will benefit NASA by building and retaining a skilled and effective workforce. (See **NPD 3410.1** for benefits to NASA).

(PROVIDE INFORMATION ABOUT THE CORPORATION OR ORGANIZATION. CITE WHAT THE CORPORATION OR ORGANIZATION DOES, PRODUCTS IT PRODUCES AND SERVICES IT PROVIDES.)

The NASA employee will work at (*NAME OF CORPORATION OR ORGANIZATION*) at (*LOCATION WHERE THE NASA EMPLOYEE WILL WORK*) where he/she will (*NAME OF INTERNAL ORGANIZATION WITHIN THE CORPORATION OR ORGANIZATION WHERE THE NASA EMPLOYEE WILL WORK AND A DETAILED DESCRIPTION OF THE NASA EMPLOYEE'S JOB ASSIGNMENT*). This assignment will serve as a broadening experience to enhance the employee's perspective and meet his/her developmental needs.

(*NAME AND TITLE OF CORPORATION OR ORGANIZATION SPONSOR*) will serve as the sponsor for (*NAME OF NASA EMPLOYEE*) for the duration of the assignment. The

sponsor will assign daily tasks to *(NAME OF NASA EMPLOYEE)* to ensure that *(NAME OF NASA EMPLOYEE)* has the opportunity to work on projects related to program goals and his/her developmental needs.

(NAME OF NASA EMPLOYEE) will interact with *(NAME OF CORPORATION OR ORGANIZATION)* organizational staff at all levels. At the conclusion of the assignment, *(NAME OF NASA EMPLOYEE)* will prepare ***(CITE THE PAPERWORK OR REPORT REQUIRED AS PART OF THE NASA DEVELOPMENT PROGRAM).***

III. Responsibilities

NASA will use reasonable efforts to accomplish the following:

1. Assign *(NAME OF NASA EMPLOYEE)* to *(NAME OF CORPORATION OR ORGANIZATION)*. While assigned to *(NAME OF CORPORATION OR ORGANIZATION)* and performing services pursuant to this agreement *(NAME OF NASA EMPLOYEE)*, will remain an employee of NASA.
2. Retain sole responsibility for the payment of all salary, allowances, and benefits under applicable Federal law and regulations. *(NAME OF NASA EMPLOYEE)* is prohibited from receiving any payment or other compensation from *(NAME OF CORPORATION OR ORGANIZATION)*, including (but not limited to) such forms of compensation as meals, housing, personal laundry, time off, etc. Notwithstanding this prohibition, *(NAME OF CORPORATION OR ORGANIZATION)* may in its discretion provide meals, refreshments, and minor social amenities to *(NAME OF NASA EMPLOYEE)* on the same basis as provided to employees.
3. Retain responsibility for *(NAME OF NASA EMPLOYEE)* workers' compensation benefits available for injuries arising out of the performance of his duties within the scope of this assignment. *(NAME OF CORPORATION OR ORGANIZATION)* will not include *(NAME OF NASA EMPLOYEE)* under its workers' compensation program.

(NAME OF CORPORATION OR ORGANIZATION) will use reasonable efforts to accomplish the following:

1. Provide on-the-job training to *(NAME OF NASA EMPLOYEE)* during the term of this agreement. NASA will pay no direct charges for this training, but *(NAME OF CORPORATION OR ORGANIZATION)* will receive the benefit of *(NAME OF NASA EMPLOYEE)* work during the term of this agreement.
2. Assign *(NAME OF NASA EMPLOYEE)* to various projects, as described in the Background Section above, during the assignment.
3. Provide *(NAME OF NASA EMPLOYEE)* with a sponsor for the duration of the assignment. The sponsor will work with *(NAME OF NASA EMPLOYEE)* to develop a general plan for the duration of the assignment which will ensure that *(NAME OF NASA EMPLOYEE)* has

the opportunity to work on projects related to _____ (*NAME OF NASA DEVELOPMENTAL PROGRAM*) goals and that meet his/her developmental needs.

4. Comply with the attached "Time-Keeping, Administration and Evaluation Procedures."
5. Provide appropriate office space, administrative, and logistical support for (*NAME OF NASA EMPLOYEE*), including communications access, normal and proprietary materials, storage, clerical support, office equipment, and supplies.

IV. Schedule and Milestones

(*NAME OF CORPORATION OR ORGANIZATION*) understands that (*NAME OF NASA EMPLOYEE*) is unavailable for work assignments on the following days due to required developmental program activities: **(LIST PROGRAM REQUIRED DATES IF APPLICABLE)**

V. Financial Obligations

There will be no transfer of funds or other financial obligations between NASA and (*NAME OF CORPORATION OR ORGANIZATION*) in connection with this agreement. Each party will fund its own participation under this agreement.

VI. Liability and Risk of Loss Cross-Waiver (*this section should be tailored to meet the needs of each situation*)

With regard to activities undertaken pursuant to this agreement, neither party shall make any claim against the other, the other's related entities (e.g., contractors, subcontractors, investigators, or their contractors or subcontractor), or employees of the other's related entities for any injury to, or death of, its own employees or employees of its related entities, or for damage to, or loss of, its own property or that of its related entities, whether such injury, death, damage or loss arises through the negligence or otherwise, except in the case of willful misconduct.

The parties further agree to extend this cross-waiver to its related entities by requiring them, by contract, or otherwise, to waive all claims against the other party, related entities of the other party, and employees of the other party or of its related entities for injury death, damage, or loss arising from, or related to, activities undertaken pursuant to this agreement.

For purposes of this agreement, the term "damage" includes, but is not limited to the following: bodily injury to, or other impairment of health of, any person; damages to, loss of, or loss of use of any property; loss of revenue or profits; and other direct, indirect or consequential damage. The term "liability" includes liability for payments made pursuant to United States treaty, any judgment by a court of competent jurisdiction or administrative tribunal, administrative and litigation costs, and after consultation with (*NAME OF CORPORATION OR ORGANIZATION*), settlement payments. The term "related entities" includes employees,

contractors, subcontractors, agents and invitees of (***NAME OF CORPORATION OR ORGANIZATION***), and employees, agents and invitees of such contractors and subcontractors.

VII. Intellectual Property and Export-Controlled Data

1. As (***NAME OF NASA EMPLOYEE***) remains a Government employee during the developmental training assignment, any information or data derived from or addressing NASA projects or activities, including those generated by NASA-sponsored or -funded research and development and related efforts, that are authored solely or jointly by the Government employee during the course of this developmental training assignment shall not be published or submitted for publication without the written permission of (***NAME OF CORPORATION OR ORGANIZATION***) and NASA. Information regarding the substance of the work done by the Government employee during the Government employee's assignment that does not derive from or address such NASA activities shall not be published or submitted for publication without the written permission of (***NAME OF CORPORATION OR ORGANIZATION***) and if published or submitted for publication shall include the following disclaimer in reference to the work of the Government employee: "The views expressed herein are solely those of the author and do not reflect the position of the Government or NASA."
2. Any separate agreements concerning assignment of invention rights and/or non-disclosure of "proprietary" information must be submitted to NASA Headquarters, Office of the General Counsel, for legal review prior to signature by NASA and/or the employee.
3. As (***NAME OF NASA EMPLOYEE***) remains a Government employee during the developmental training assignment, any inventions conceived or reduced to practice by the (***NAME OF NASA EMPLOYEE***) during the course of this developmental training assignment belongs to the U.S. Government, as represented by NASA. In addition, with respect to any inventions that are jointly conceived or reduced to practice by (***NAME OF NASA EMPLOYEE***) and (***NAME OF CORPORATION OR ORGANIZATION***) during the course of this developmental training assignment, the U.S. Government, as represented by NASA, has an undivided interest in such joint invention. In accordance with the provisions of the U.S. Copyright Law, 17 U.S.C. § 105, U.S. copyright protection is not available for any work of a United States Government employee.
4. In general, the parties to this agreement do not envision the transfer of proprietary information or export-controlled technical data. Nonetheless, where required, all transfers of proprietary information or export-controlled technical data are subject to the following provisions, which shall be binding upon the parties and their related entities (e.g., subsidiaries, affiliates, contractors, etc.):

In the event a party finds it necessary to transfer proprietary information or technical data which is subject to export controls, and for which protection is to be maintained,

such proprietary information or technical data shall be marked with a notice or otherwise identified to indicate that it shall be used and disclosed by the receiving party only for the purposes of fulfilling the receiving party's responsibilities under the **(NAME OF NASA DEVELOPMENT PROGRAM)** implemented by this agreement, and that the marked or identified proprietary information or technical data shall not be disclosed or retransferred to any other entity without the prior written permission of the furnishing party. The receiving party agrees to abide by the terms of the notice, and to protect any such marked or identified proprietary information or technical data from unauthorized use and disclosure.

VIII. Key Personnel

The following personnel are designated the principal points of contact between the parties in the performance of this agreement:

<u>NASA:</u>	<u>(NAME OF CORPORATION/ORGANIZATION):</u>
Name: <i>(NAME OF NASA HQ DEVELOPMENTAL PROGRAM MANAGER)</i>	Name:
Title:	Title:
Tel.:	Tel:
Address: NASA Headquarters Suite 4K70B 300 E. St. SW Washington, D.C. 20546	Address: E-Mail Address:

IX. Term of Agreement and Modifications

This agreement becomes effective as of the date of the last signature below. The term of this agreement is **(ACTUAL DATE OF BEGINNING ASSIGNMENT)**, through **(ACTUAL ENDING DATE OF ASSIGNMENT)**, or until cancelled by either party. Any modification to this agreement shall be executed, in writing, and signed by an authorized representative of each party.

X. Right to Terminate

Either party may terminate this agreement at any time. One week's notice is preferred.

XI. Applicable Law

U.S. Federal Law governs this agreement for all purposes, including but not limited to determining the validity of the agreement, the meaning of its provisions, and the rights, obligations and remedies of the parties.

XII. Anti-Deficiency Act

All activities under or pursuant to this agreement are subject to the availability of appropriated funds, and no provision shall be interpreted to require obligation or provision of funds in violation of the Anti-Deficiency Act, 31 U.S.C. §1341.

XIII. Execution

The following individuals execute this agreement on behalf of (*NAME OF CORPORATION OR ORGANIZATION*) and the Government, respectively.

(*NAME OF CORPORATION OR ORGANIZATION*), by
TBD
TBD

NASA Headquarters, by
Melissa Riesco
NASA Training Officer

Date:

Date:

Attachment
Time-Keeping, Administration and Evaluation Procedures

- a. The employee will follow the leave programs provided at NASA Headquarters. *(NAME OF CORPORATION OR ORGANIZATION)* will determine the workweek and hours subject to *(NAME OF CORPORATION OR ORGANIZATION)* policy and applicable Federal regulations. Any changes to the agreed upon schedule may be verbally approved by the appropriate *(NAME OF CORPORATION OR ORGANIZATION)* official and NASA supervisor. Overtime or compensatory time is not authorized for this assignment.
- b. The employee will continue to accrue annual and sick leave in accordance with the provisions of NASA time and attendance regulations. The appropriate *(NAME OF CORPORATION OR ORGANIZATION)* official to whom the employee will report will approve use of leave. The NASA employee's home office will maintain the participant's time and attendance records, and all leave will be certified by phone or other agreed upon arrangement, on a bi-weekly basis by the employee's immediate supervisor. For other personnel issues, *(NAME OF CORPORATION OR ORGANIZATION)* may contact the appropriate developmental program manager in the NASA Training and Development Division, Office of Human Resources and Education.
- c. The appropriate *(NAME OF CORPORATION OR ORGANIZATION)* official will prepare and forward to the NASA employee's supervisor an evaluation of the employee's performance based on requirements of the NASA developmental program.
- d. NASA will retain the employee on its payroll and will continue to provide his/her salary. The employee's coverage under Federal retirement, group health, and group life insurance will continue during the period of this assignment, as applicable, with his share of costs for such coverage to be withheld from his/her salary.
- e. Responsibility for the employee's career development and promotions will remain with NASA.
- f. Travel, transportation, and related allowances will be authorized in accordance with the Federal Travel Regulations, 41 CFR §§ 300-1-300-2.
- g. The employee remains subject to all Federal statutory and regulatory conduct requirements, including conflict of interest and other statutes contained in Chapter 11 of the Title 18, United States Code, and the regulatory standards of ethical conduct contained in 5 CFR Part 2635. The employee also remains subject to the Hatch Act restrictions on political activity and the restriction of 18 U.S.C. § 1913 on the use of appropriated funds for lobbying. In addition, the employee will be subject to any applicable *(NAME OF CORPORATION OR ORGANIZATION)* conduct standards, as well as rules and policies that govern the internal operations and management of *(NAME OF CORPORATION OR ORGANIZATION)*. *(NAME OF CORPORATION OR ORGANIZATION)* will provide the employee, in writing, such rules and policies.