

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

**This Agreement Applies to
Assignment Within the Federal Government**

I. Purpose

This agreement is entered into by the National Aeronautics and Space Administration ("NASA") and *(NAME OF DEPARTMENT OR AGENCY)*. The agreement establishes the terms and conditions for the temporary assignment of NASA employee *(NAME NASA OF EMPLOYEE)* to *(NAME OF DEPARTMENT OR AGENCY)* 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 DEPARTMENT OR AGENCY) 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 DEPARTMENT OR AGENCY)* 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 3410.1ED for benefits to NASA).

(PROVIDE NAME AND INFORMATION ABOUT THE DEPARTMENT OR AGENCY ORGANIZATION. DESCRIBE THE DEPARTMENT OR AGENCY'S MISSION.)

The NASA employee will work at *(NAME OF DEPARTMENT OR AGENCY)* at *(LOCATION WHERE THE NASA EMPLOYEE WILL WORK)* where he/she will ***(PROVIDE NAME OF INTERNAL ORGANIZATION WITHIN THE DEPARTMENT OR AGENCY 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 DEPARTMENT OR AGENCY SPONSOR) will serve as ***(NAME OF NASA EMPLOYEE)*** sponsor 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 DEPARTMENT OR AGENCY)** organizational staff at all levels. At the conclusion of the assignment, **(NAME OF NASA EMPLOYEE)** will prepare **(CITE THE PAPERWORK REQUIRED AS PART OF THE NASA DEVELOPMENT PROGRAM)**.

III. Responsibilities

(NAME OF DEPARTMENT OR AGENCY) 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 DEPARTMENT OR AGENCY)** 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 NAME 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 the NASA employee has the opportunity to work on projects related to 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 DEPARTMENT OR AGENCY) understands that **(NAME OF 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 DEPARTMENT OR AGENCY)** in connection with this agreement. Each party will fund its own participation under this agreement.

VI. Liability and Risk of Loss

Each party agrees to assume liability for its own risks associated with activities undertaken in this agreement.

VII. Intellectual Property and Data Rights

Unless otherwise agreed by the parties, custody and administration of inventions made as a consequence of, or in direct relation to, the performance of activities under this agreement will remain with the respective inventing party. In the event an invention is made jointly by employees of the parties or an employee of a party's contractor, the parties will consult and agree as to future actions toward establishment of patent protection for the invention.

VIII. Key Personnel

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

NASA:

Name: *(NAME OF NASA HQ DEVELOPMENTAL PROGRAM MANAGER)*
Title: _____
Tel.: _____
Address: NASA Headquarters
Suite 4K70B
300 E. St. SW
Washington, D.C. 20546

(NAME OF DEPARTMENT OR AGENCY):

Name: _____
Title: _____
Tel: _____
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 (***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 by prior written notice of not less than 30 calendar days to the other party.

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 NASA and **(NAME OF DEPARTMENT OR AGENCY)**, respectively.

(NAME OF DEPARTMENT OR AGENCY), 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 DEPARTMENT OR AGENCY)* will determine the workweek and hours subject to *(NAME OF DEPARTMENT OR AGENCY)* policy and applicable Federal regulations. Any changes to the agreed upon schedule may be verbally approved by the appropriate *(NAME OF DEPARTMENT OR AGENCY)* 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 DEPARTMENT OR AGENCY)* 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 DEPARTMENT OR AGENCY)* may contact the appropriate development program manager in NASA Training and Development Division, Office of Human Resources and Education.
- c. The appropriate *(NAME OF DEPARTMENT OR AGENCY)* official will prepare and forward to the NASA employee's supervisor an evaluation of the employee's performance based on established criteria.
- 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.