

Issuance Transmittal Sheet

NASA

National Aeronautics and
Space Administration

George C. Marshall Space Flight Center
Marshall Space Flight Center, Alabama 35812

Issuance Number: MMI 1050.11A, Change 1	Date: September 29, 1997
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Material Transmitted:

1. Marshall Management Instruction, MMI 1050.11A, Change 1, subject: "Policy and Authority to Take Actions Related to Reimbursable and Nonreimbursable Space Act Agreements"
2. Make the following pen and ink changes:
 - a. Paragraph 6.a: At the end of the first sentence, change "Center Director" to "Coordinating Office".
 - b. Paragraph 8.b: In the last sentence, change "Deputy Director" to "Associate Director".

Original Signed by

J. Wayne Littles
Director

Distribution:
SDL-2

Filing Instructions:

Make pen and ink changes and file this Transmittal Sheet in front of MMI 1050.11A.

Issuance Transmittal Sheet

George C. Marshall Space Flight Center
Marshall Space Flight Center, Alabama 35812

Issuance Number: MMI 1050.11A	Date: August 1, 1995
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Material Transmitted:

1. Marshall Management Instruction (MMI) 1050.11A, subject:
"Policy and Authority to Take Actions Related to Reimbursable and Nonreimbursable Space Act Agreements"
2. This instruction has been revised to reflect an MSFC organizational change.

Filing Instruction:

Remove MMI 1050.11 and replace with attached MMI 1050.11A.

MSFC-Form 1376 (Rev. July 1979)

Management Instruction

George C. Marshall Space Flight Center
Marshall Space Flight Center, Alabama 35812

Originating Organization: LA01	Effective Date: August 1, 1995	MMI 1050.11A
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Subject: Policy and Authority to Take Actions Related to
Reimbursable and Nonreimbursable Space Act Agreements

1. PURPOSE

To establish Marshall Space Flight Center (MSFC) policy, authority, and procedures to take actions related to Space Act Agreements, both reimbursable and nonreimbursable.

*2. APPLICABILITY

This instruction governs Space Act Reimbursable and Nonreimbursable Agreements between MSFC and other entities (hereafter "Participants") made pursuant to the National Aeronautics and Space Act of 1958, as amended (hereafter Space Act). This applicability excludes Cooperative Agreements, but includes the following:

- a. Reimbursable and Nonreimbursable Space Act Agreements with Private Sector Entities, Including Foreign Entities;
- b. Reimbursable and Nonreimbursable Space Act Agreements with Colleges and Universities; and
- c. Reimbursable and Nonreimbursable Interagency Agreements with Other Government Agencies

Without loss of generality, each of the above is called a Space Act Agreement and will be hereafter called "Agreement" or "cooperative effort."

3. AUTHORITY

This instruction is issued pursuant to NMI 1050.9A, "Delegation of Authority to Take Actions Related to Certain Reimbursable and Nonreimbursable Space Act Agreements"; NMI 1050.3J, "Delegation of Authority To Take Actions Related to Certain Agreements with Colleges and Universities"; NMI 1050.1E, "Interagency Agreements -- Delegation of Authority and Procedural Requirements"; Space Act Agreements Manual; and other authorities cited therein.

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4. POLICY

It is MSFC policy to make available, to the extent practical and consistent with United States law and policy, its facilities, equipment, and associated services (resources) for research, development, and testing with other entities, including industry, universities, government agencies and centers for the purpose of advancing technology and technology transfer. The provision of MSFC resources shall be on a noninterference basis. In determining whether to make MSFC resources available, and the basis for such availability (reimbursable or nonreimbursable) for a specific cooperative effort, the following shall be considered:

- a. The value of the technology to the national needs and aiding the transfer of technology to the commercial sector;
- b. The engineering or scientific objectives sought to be achieved through the research or testing effort and the degree of relevancy of the activity to MSFC programs and technologies;
- c. The adequacy and substantive value of the consideration which is expected to benefit MSFC;
- d. The magnitude and availability of the MSFC resources associated with the proposed activity;
- e. Availability of similar resources in the private sector;
- f. Nature, scope, and allocation of risk among the parties regarding potential injury to personnel or damage to resources and/or potential environmental impact at MSFC, if any;
- g. Potential implications to related procurements in the provision of the resources, e.g., that the activity is not required by a pending or current NASA or other U.S. contract or grant;
- h. Nature and extent of foreign participation, if any; and
- i. Nature and extent of facility construction and modifications, if any.

*5. RESPONSIBILITIES

Detailed responsibilities are defined in the Appendix.

* Changed by this revision

*6. PROCEDURES

- a. Although initial, preagreement discussions to determine probable interest and feasibility by Performing Office personnel and potential Participants probably have taken place, all formal requests for the use (other than a request by a MSFC contractor for performance of a MSFC contract function) of MSFC resources shall be submitted in writing, addressed to the Coordinating Office. Actions will be assigned and tracked in the Center Action Item Tracking System. Pursuant to assigned actions, the Coordinating Office shall assure proper disposition, including interfacing with the requester, identifying and coordinating with the cognizant MSFC office(s), establishing formal Agreements, obtaining funding, tracking, and reporting.
- b. The Performing Office(s) will coordinate all technical activity; including requirements definition, risk assessments, resource estimating (in conjunction with the guidelines provided by the Center Comptroller's Office), facility and modification requirements, and technical performance reporting.

*7. REPORTING REQUIREMENTS

- a. The Coordinating Office shall maintain a tracking and record system for each request, Agreement, and documented accomplishment or result of an Agreement. It shall maintain each original executed Agreement and prepare regular reports to NASA Headquarters.
- b. The tracking system maintained by the Coordinating Office shall include the identity of each party to the Agreement and their Points-Of-Contact, the topic, subject matter, purpose, duration, and specific milestones of each Agreement. If reimbursable, the anticipated amount of reimbursement, including options, shall be included. If nonreimbursable, the estimate of NASA's nonreimbursed costs (if any), including options, shall be also included. A description of any foreign participation shall be also included, when applicable.
- c. The Coordinating Office shall notify the Financial Management Office for preparation of billing at the agreed-upon milestones of a reimbursable agreement. For budgeting purposes, each Performing Office will be asked to estimate the resource requirements expected to be

applied to each Agreement and to provide this data to the Coordinating Office for consolidation with other inputs.

* Changed by this revision

- d. Annually by March 31, the Coordinating Office shall report to the Center Director on the status of Agreements for the prior 12-month period and the resources committed to these Agreements.

*8. DELEGATION AND APPROVAL AUTHORITY

- a. Reimbursable Agreements - No Delegation
The authority to enter into Domestic Reimbursable Agreements on behalf of MSFC resides with the Center Director where NASA investment does not exceed \$10,000,000. The authority to enter into Reimbursable Agreements shall not be delegated.
- b. Nonreimbursable Agreement - Delegation
The authority to enter into Nonreimbursable Agreements on behalf of MSFC resides with the Center Director. The Center Director may elect to delegate his authority to enter into Interagency Agreements with other Governmental Agencies on a case-by-case basis. The Center Director has the authority to enter into a Nonreimbursable Agreement with a college or university or, alternately, with a private sector entity where NASA investment does not exceed \$5,000,000 or 25 work-years of effort (civil service and NASA contractor) and 1 year use of MSFC facilities or equipment. This authority is hereby delegated to the Associate Director.
- c. Concurrences
Agency concurrence requirements are outlined in NMI 1050.9A, NMI 1050.3J, and NMI 1050.1E. In general, for Agreements at MSFC, the concurrence of Director(s) or Manager(s) of the Performing Office(s), the Directorate(s) of the Performing Office(s), Comptroller, Chief Counsel, and Procurement Officer are required. Additionally, concurrence of the Deputy Director is required for Agreements executed by the Center Director. If the resources requested are under the management of a project office or the Facilities Office, the concurrence of the appropriate Project Manager is also required. If the Agreement involves the loan of equipment or transfer of property off MSFC, the concurrence of the Supply and Equipment Management Officer will be required. Extensions and amendments of Agreements shall require the same concurrence cycle as the initial Agreement.

(Original Signed By)

G. P. Bridwell
Director

Distribution: SDL-2

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* DETAILED RESPONSIBILITIES

1. The Coordinating Office shall be the Technology Transfer Office and it will be responsible for assuring programmatic and resource requirements, as well as technical activities and risk/benefits, are addressed. In the discharge of these responsibilities, the Coordinating Office will:
 - a. Track incoming requests, record and assign actions;
 - b. Establish and maintain a numbering system for Agreements;
 - c. In the disposition of any requests, assure compliance with Agency and Center policy and provide assistance, as necessary;
 - d. Annually, or more frequently, if required, prepare reports to appropriate Headquarters' Office(s) containing pertinent information from Agreements;
 - e. Prepare status and other reports in coordination with other Center and Headquarters elements, as required;
 - f. Coordinate with Office of Policy Coordination and International Relations regarding foreign participation, and other Headquarters' Offices, as required;
 - g. Serve as the Office of Record for Agreements;
 - h. For Reimbursable Agreements, coordinate with Center Comptroller on availability and terms of payment, consistent with financial guidelines;
 - i. Track and maintain records and documentation for metrics determination and reporting purposes;
 - j. Prepare and maintain up-to-date versions of model Agreements and Agreement Request/Information Forms;
 - k. For all new and amended Space Act Agreements that are not fully reimbursable, document and include the benefit obtained by MSFC in the background section of the concurrence package.

*Changed by this revision

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1. For each individual Agreement:
 - (1) Designate Administrative Point-of-Contact to develop and coordinate responses and/or Agreements in conjunction with appropriate MSFC and other NASA organizations;
 - (2) Prepare and maintain applicable data including special circumstances and required resources, if any;
 - (3) Coordinate administrative matters with each non-MSFC entity (Participant);
 - (4) Assure that due consideration is given to each element (a through i) of Paragraph 4, Policy;
 - (5) Prepare and coordinate response to appropriate parties including Letters of Response, Agreement Precursors and Agreements, as required.
2. Performing Office(s) for each assigned action will:
 - a. Prepare an Agreement Request/Information Form that includes the following information and provide it to the Coordinating Office:
 - (1) Technical Point(s)-of-Contact/Key Personnel;
 - (2) Schedule and Milestones, as required;
 - (3) Definition of the MSFC program linkage(s) (e.g., for labor codes), technical responsibilities, including requirement for and availability of resources (e.g., labor estimates), and supporting activities (e.g., facility or equipment modifications, special test equipment);
 - (4) Definition of the potential risk of damage/loss of facilities/equipment and measures to minimize that risk;
 - b. Prepare Test Plan or Project Plan, if applicable;

- c. Throughout Agreement preparation and performance activities, coordinate technical matters (including the division of responsibilities) with each Participant;
- d. Either provide oversight or conduct all activities involving the use of MSFC facilities/equipment;

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- e. Prepare reports, as required (e.g., status and accomplishments).
3. Chief Counsel will provide legal advice and counsel to the Coordinating Office and Performing Office(s) as needed.
4. Center Comptroller will:
 - a. For reimbursable agreements, assist in the estimating process to determine what should be included in costs and review and concur in those estimates;
 - b. After the basic funding arrangements have been discussed among the Performing Office(s), the Coordinating Office and the Participant(s), coordinate with the Participant(s) and Headquarters counterparts for funding authority and the implementation issues of payment, as required.
5. Director of Institutional and Program Support will review those requests that include potential major impacts on facilities and potential environmental issues for MSFC arising from the activity, as required.
6. Director, Procurement Office, will make recommendations regarding known or potential procurement implications of each proposed Agreement.